



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 San Diego, COUNTY OF San Diego, STATE OF CALIFORNIA, DESCRIBED AS 2732 2nd Ave D3

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 12/19/2022. 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 § 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:

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 occupying the property.

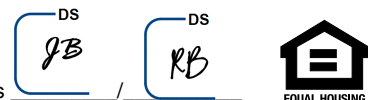
A. The subject property has the items checked below:\*

- 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)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in None, 220 Volt Wiring in Washer/Dryer, Range, Fireplace(s) in None, Gas Starter, Roof(s): Type: Asphalt Shingles, Age: Don't know, Other: Storage cupboards in underground garage

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):

(\*see note on page 2)



Property Address: 2732 2nd Ave D3, San Diego, CA 92103 Date: 12/19/2022

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: \_\_\_\_\_)

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 § 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, or 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, 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 § 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, 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.): See overflow paragraph 1

- 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 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 § 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.

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.

DocuSigned by: Jonathan Bolin 12/20/2022 | 12:38 PM PST  
 Seller DocuSigned By: Jonathan Bolin, Trustee Date  
 C8F83160CB524FD...  
 Seller Rochelle Bolin Rochelle Bolin, Trustee Date 12/20/2022 | 1:48 PM PST  
 037FD6A80EF7427...

TDS REVISED 12/21 (PAGE 2 OF 3) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials JB / RB

  
 Michael Wolf | Coldwell Banker West | Generated by Glide

Property Address: 2732 2nd Ave D3, San Diego, CA 92103 Date: 12/19/2022

**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) Coldwell Banker West By  Date 12/19/2022 | 11:27 AM

(Please Print) (Associate Licensee or Broker Signature)  
CF4C043D44994D8...  
**Michael Wolf**

**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.**

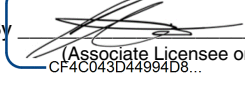
**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller Jonathan Bolin Date 12/20/2022 | 12:38 PM PST Buyer \_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by: Jonathan Bolin, Trustee Buyer DocuSigned by: \_\_\_\_\_

Seller Rochelle Bolin Date 12/20/2022 | 1:48 PM PST Buyer \_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by: Rochelle Bolin, Trustee Buyer DocuSigned by: Michael Wolf Date 12/19/2022 | 11:27 AM

Agent (Broker Representing Seller) Coldwell Banker West By  Date \_\_\_\_\_

(Please Print) (Associate Licensee or Broker Signature)  
CF4C043D44994D8...

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

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

TDS REVISED 12/21 (PAGE 3 OF 3)



Michael Wolf | Coldwell Banker West | Generated by Glide



CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1 (C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 2732 2nd Ave D3, San Diego, CA 92103 ("Property"), in which is referred to as ("Buyer") and Jonathan Bolin, Trustee, Rochelle Bolin, Trustee is referred to as ("Seller").

[TDS] Real Estate Transfer Disclosure Statement

1) II.C. :

II.C.2. ADJOINING LANDOWNERS

Main corridor hallways, rooftop deck, roof, some exterior and adjoining walls, driangae stack, main water supply line, parking garage, landscape areas around property exterior.

II.C.2. ADJOINING LANDOWNERS - MAINTENANCE RESPONSIBILITY

Parkwest HOA; yes there are Conominium Covenatnts and Agreements, and Association Rules and Regulations

II.C.12. CC&RS OR OTHER RESTRICTIONS

See HOA documents, attached.

See attached: HOA Docs

II.C.13. HOA AUTHORITY

Parkwest HOA

See attached: HOA Docs

II.C.14. COMMON AREAS

Rooftop Deck; Additional Laundry, Elevator, Tool Room, and common garage areas, corrdors, entryway/mailroom.

II.C.14. COMMON AREAS - COST RESPONSIBILITY

Parkwest HOA

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

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

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

Seller Jonathan Bolin DocuSigned by: Jonathan Bolin, Trustee Date 12/20/2022 | 12:30

Seller Rochelle Bolin DocuSigned by: Rochelle Bolin, Trustee Date 12/20/2022 | 1:48

© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 6/22)

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 2732 2nd Ave D3, Assessor's Parcel No. 452-702-06-05, situated in San Diego, County of San Diego 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.
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.
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.
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. 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
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 Yes No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
H. Insurance claims affecting the Property within the past 5 years Yes No



Property Address: 2732 2nd Ave D3, San Diego, CA 92103

- 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; **6. G: COMMON INTEREST SUBDIVISION**

Property is a Condominium, part of the Parkwest Building, and Parkwest HOA

See attached: HOA Docs

- 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: **7. C: RECURRING MAINTENANCE**

Yearly tree trimming and monthly landscape provided by HOA.

- 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: **8. B: LEASED SYSTEMS**

Reverse Osmosis water filtration system leased and located under kitchen sink

- 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: \_\_\_\_\_

- 12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**
- A. Surveys, easements, encroachments or boundary disputes .....  Yes  No

SPQ REVISED 6/22 (PAGE 2 OF 4) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials DS JB / DS RB 

Michael Wolf | Coldwell Banker West | Generated by Glide

Property Address: 2732 2nd Ave D3, San Diego, CA 92103


- 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: \_\_\_\_\_

- 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
    - (1) If yes, are they  automatic or  manually operated.
    - (2) 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: 13: LANDSCAPING, POOL AND SPA - ADDITIONAL INFO  
Responsibility of the Parkwest HOA

- 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 ..  Yes  No
  - B. 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  No
  - D. CC&R's or other deed restrictions or obligations .....  Yes  No
  - 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 .....  Yes  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 .....  Yes  No
    - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or 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 Committee .....  Yes  No
- Explanation: See overflow paragraph 1

- 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. 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 property, whether in writing or not .....  Yes  No
  - 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 .....  Yes  No
  - 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 .....  Yes  No
  - 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 .....  Yes  No
- Explanation: \_\_\_\_\_

- 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

SPQ REVISED 6/22 (PAGE 3 OF 4) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials DS JB DS RB 

Property Address: 2732 2nd Ave D3, San Diego, CA 92103

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: 16. A: NUISANCES  
Property is located near SAN airport, jet noise can be heard with windows open, especially between 7am to 10pm.

**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: 17. B: RENT, OCCUPANCY, IMPROVEMENT RESTRICTIONS  
HOA does not allow unit to be used for short term rental purposes.

**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: \_\_\_\_\_

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 Jonathan Bolin Date 12/20/2022 | 12:38 PM PST  
 Seller Rochelle Bolin Date 12/20/2022 | 1:48 PM PST

**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 \_\_\_\_\_

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

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





CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1 (C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 2732 2nd Ave D3, San Diego, CA 92103 ("Property"), in which is referred to as ("Buyer") and Jonathan Bolin, Trustee, Rochelle Bolin, Trustee is referred to as ("Seller").

[SPQ] Seller Property Questionnaire

1) 14. Condominiums, Common Interest Developments, and other Subdivisions – Explanation:

14. C: COMMON AREA

Rooftop deck area

14. E: HOA OR SUBDIVISION COSTS

No smoking rules for common areas, just adopted. HOA fees will increase to \$495.00 per month in January 2023

See attached: PW2023Budget

14. E: HOA OR SUBDIVISION COSTS - COMMUNICATION

Letter from from Parkwest HOA via The Helm Property Management.

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer Date

Buyer Date

Seller Jonathan Bolin, Trustee Date 12/20/2022 | 12:38

Seller Rochelle Bolin, Trustee Date 12/20/2022 | 1:48

© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by Date





# SELLER PROPERTY QUESTIONNAIRE ADDENDUM

This form was created by the Greater San Diego Association of REALTORS® and is intended for use primarily in the San Diego County area. This form is not covered by the C.A.R. User Protection Agreement.

Seller: Jonathan Bolin, Rochelle Bolin Date: 12/19/2022

Property Address: 2732 2ND AVE D3, SAN DIEGO, CA 92103 ("Property").

This form is for use with C.A.R.'s Seller Property Questionnaire (SPQ). It must not be used without the SPQ. The headings below duplicate those of the SPQ to facilitate concurrent use. It is strongly suggested that the two forms be placed side by side and the questions under the same heading be completed on both forms at the same time.

## V. SELLER AWARENESS

Check the appropriate response for each question. For each YES checked, give an explanation on the lines provided below. If there is insufficient space, use the "ADDITIONAL INFORMATION" section on page 4 of this Addendum or attach an additional sheet.

### A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED

#### B. REPAIRS AND ALTERATIONS

##### Copy Documents

Attach a copy, if available, of any documents, such as receipt(s), invoice(s), or report(s) for repair or alteration work.

#### C. STRUCTURAL, SYSTEMS AND APPLIANCES

##### Roof

ARE YOU (SELLER) AWARE OF...

- |  |   |  |
|--|---|--|
| 1. Are you aware of any roof leak during your ownership?   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 2. Are you aware if the roof at any time has been repaired _____, replaced, <input checked="" type="checkbox"/> resurfaced? _____  |   |  |
| 3. If yes, provide an explanation, approximate date, and the name of the person or company that performed the work <u>I do not know the date, roof is responsibility of Parkwest HOA. It has been replaced within last 10 years.</u> |   |  |
| 4. Was there a guarantee or warranty on the work and/or materials?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 5. If yes, state when this was provided <sup>See overflow paragraph 1</sup> _____ by whom <u>Do not know, responsibility of HOA</u> for what period of time <u>Do not know, responsibility of HOA</u>                                |   |  |
| 6. Provide a copy of the guarantee/warranty.   |   |  |
| 7. Are you aware of any gutters and downspouts?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 8. If yes, are you aware of holes or rust in the gutters and downspouts?   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 9. Is the drainage water directed away from the structure?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

##### Other

- |  |   |  |
|--|---|--|
| 1. Are you aware of any hardwood floors?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 2. Are you aware of any exterior wall or ceiling without insulation?                                     | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 3. For Yes answers to questions 1 and 2, use Section N at the end of this Addendum to specify the rooms. |   |  |

Buyer acknowledges receipt of copy of this page, which constitutes Page 1 of 5 pages.

Buyer's Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

DS  
JB  
DS  
RB  
12/20/2022 | 12:38 PM  
Seller's Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

Copyright © 2008-2016. Greater San Diego Association of REALTORS®. All Rights Reserved.

Published and distributed by:

Greater San Diego Association of REALTORS®

4845 Ronson Court, San Diego, CA 92111-1803

(800) 525-2102 • www.sdar.com

Revision Date: June 2016

Prepared using [glide.com](https://www.glide.com)

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 1 OF 6)

Property Address/Parcel Number(s): 2732 2ND AVE D3, SAN DIEGO , CA 92103 — APN 452-702-06-05

D. LEASED OR FINANCED ITEMS AND SYSTEMS

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware of any leased or financed items and/or systems on the Property, including solar system, water softener system, water purifier system, alarm system, or propane tank? (If the item and/or system is owned outright, attach a copy of the contract and bill of sale.) [X] Yes [ ] No

If "yes," complete the following. If "no," proceed to Section E.

- 2. Type of Item and/or System
(a) Water Softening, Filtration or Treatment System [X] Yes [ ] No
Leased \_\_\_\_ or Other Obligation [X]
(b) Alarm System [ ] Yes [X] No
Leased \_\_\_\_ or Other Obligation \_\_\_\_
(c) Solar Panels/System [ ] Yes [X] No
Photovoltaic panels \_\_\_\_ or Hot water panels \_\_\_\_
Leased \_\_\_\_ or Other Obligation \_\_\_\_
(d) Propane Tank [ ] Yes [X] No
Leased \_\_\_\_ or Other Obligation \_\_\_\_
(e) Other Item or System (explain) \_\_\_\_\_
Leased \_\_\_\_ or Other Obligation \_\_\_\_

- 3. For any item and/or system that is leased or financed, is there a contract, lease agreement, deed of trust, and/or a UCC-1 Financing Statement? [ ] Yes [X] No

For each item or system leased or financed, complete the following:

- (a) What are the monthly payment(s)? \$\_\_\_\_\_, \$\_\_\_\_\_, \$\_\_\_\_\_
(b) When do the payments end? \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ See overflow paragraph 2
(c) If there are no monthly payments or monies owed to the provider, explain what agreement currently exists: \_\_\_\_\_

- (d) Is any obligation added to the property tax bill? [ ] Yes [ ] No

- 4. Attach a copy of all documents, including lease UCC-1 Financing Statement or other financing arrangement, deed of trust, bill of sale, property tax bill relating to the above items and/or systems.

E. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT

Insurance Claims

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware of any insurance claim regarding the property beyond the five-year period referred to in V.A.8 of the SPQ? [ ] Yes [X] No
2. If yes, state in Section N at the end of this Addendum the date of the claim, the nature of the claim, what repairs or other work was performed, by whom, and the cost of the work.
3. Attach a copy of any documents reflecting these claims and the work performed.

Buyer acknowledges receipt of copy of this page, which constitutes Page 2 of 6 pages.

Buyer's Initials ( ) ( ) Date: \_\_\_\_\_

DS JB DS RB Seller's Initials ( ) ( )

12/20/2022 | 12:38 PM Date: \_\_\_\_\_

Property Address/Parcel Number(s): 2732 2ND AVE D3, SAN DIEGO , CA 92103 — APN 452-702-06-05

F. WATER-RELATED AND MOLD ISSUES

G. PETS, ANIMALS AND PESTS

H. BOUNDARIES, ACCESS AND PROPERTY USED BY OTHERS

Fences

ARE YOU (SELLER) AWARE OF...

- 1. Is the property fenced?
2. If yes, state where: Sides Back Front
3. Which owner built the fence(s)?
4. Who maintains the fence(s)?
5. Are you aware if fences are located: within property lines within the neighbors' property on the line not sure

Yes No

Overhangs

Are you aware if your or your neighbor's roof, trees or shrubs overhang any property line?
If yes, please explain in Section N at the end of this Addendum.

Yes No

I. LANDSCAPING, POOL AND SPA

Standing Water

ARE YOU (SELLER) AWARE OF...

Are you aware of any standing or ponding water after rainfalls, watering or around sprinklers?
If the answer is yes, specify where in Section N at the end of this Addendum.

Yes No

J. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS

Condo Conversion

ARE YOU (SELLER) AWARE OF...

Are you aware if this complex is a conversion from apartments to condominiums?

Yes No

Parking

- 1. Give the number, location, and type of parking space(s) assigned to the property:
2. Do you: own rent lease your parking space(s)?
3. What is your parking space(s) assignment number?
4. What is the cost of the parking space(s)?

Storage

- 1. Give the number, location and type of storage unit(s) assigned to the property.
2. Do you: own rent lease your storage space(s)?
3. Where is the storage space located?
4. What is the cost of the storage space?

Modifications to your unit

- 1. Have you, or are you aware of a prior owner who has, constructed or modified a patio, balcony, fence or other part of this home?
2. Are you aware if this work was done with the homeowners' association's approval?
3. If yes, please provide a copy of homeowners' association (HOA) approval, if applicable and available.

Yes No
Yes No

Buyer acknowledges receipt of copy of this page, which constitutes Page 3 of 6 pages.

Buyer's Initials ( ) ( ) Date:

Seller's Initials

DS JB

DS RB

Date: 12/20/2022 | 12:38 PM

Property Address/Parcel Number(s): 2732 2ND AVE D3, SAN DIEGO , CA 92103 — APN 452-702-06-05

Other common interest/condominium questions

- 1. Are you aware of any current violations of restrictions in your unit or in the common area?
2. Are you aware of any significant defect/malfunction in the common area?

K. TITLE, OWNERSHIP AND LEGAL CLAIMS

Additional Questions

ARE YOU (SELLER) AWARE OF...

- 1. Have you received any compensation in litigation or settlement, involving any issue related to the property?
2. Is the property leased, subject to an option to purchase or first right of refusal?
3. Are any of the items listed in Section A of the Real Estate Transfer Disclosure Statement rented or leased, rather than owned, by you?

L. NEIGHBORHOOD

ARE YOU (SELLER) AWARE OF...

- 1. Any current or proposed construction that will affect existing views?
2. Any current or proposed construction, near the property, of public or private facilities, such as highways, high-rise buildings or commercial development?
3. Any dumps, toxic or waste disposal sites, airports, prisons, mines, gravel pits or other such facility in or near the neighborhood?
4. Any conditions on adjacent or neighborhood properties such as unstable soils, cracked slabs, poor drainage, which may affect the value or desirability of the property?
5. Any obnoxious odors?
6. Any high voltage power lines on or near the property?
7. Any high pressure gas lines on or near the property?

M. GOVERNMENTAL

Special Regulation

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware if any part of the property is subject to special governmental regulation, such as hillside review, slope restrictions, open space or special set back requirements?
2. Are you aware of the release of any illegal or controlled substance on or beneath the property?

N. OTHER

Prior Transaction Disclosures

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware of any disclosures or reports from your purchase of the Property, including but not limited to the Real Estate Transfer Disclosure Statement?
2. If so please provide a copy, or if not in your possession, explain.

Buyer acknowledges receipt of copy of this page, which constitutes Page 4 of 6 pages.

Buyer's Initials ( ) ( ) Date: \_\_\_\_\_

Seller's Initials (DS JB) (DS RB) \_\_\_\_\_

Date: 12/20/2022 | 12:38 PM

Property Address/Parcel Number(s): 2732 2ND AVE D3, SAN DIEGO , CA 92103 — APN 452-702-06-05

Multi-family property

If the property is two or more units, please answer the following questions:

- 1. Are you aware if the property is legally approved for multiple living units?
2. Are you aware if all units have building permits?
3. Are you aware if all units are individually metered?
4. Are you aware of any agreements of any kind with the tenants that are not in writing?
5. Are you aware of any illegal activity being conducted in any unit, such as drug sales or conducting business in violation of zoning restrictions?

O. ADDITIONAL INFORMATION

Use the following space to explain any preceding item on this Addendum that needs further elaboration, or to disclose and explain any other information not requested above or on the Seller Property Questionnaire which materially affects the value or desirability of the property.

C. ROOF 6

responsibility of HOA

C. OTHER 1

All room and closets of unit, except bathrooms.

D. 1

Water purifier located and unique to this condo unit

(continued on overflow paragraph 3)

Use an additional sheet if necessary.

Seller Acknowledgement:

Seller acknowledges that Seller has read and completed this Addendum, and certifies that the information herein is true to the best of Seller's knowledge.

Seller: Jonathan Bolin Date: 12/20/2022 | 12:38 PM PST
Seller: Rochelle Bolin Date: 12/20/2022 | 1:48 PM PST

Buyer acknowledges receipt of copy of this page, which constitutes Page 5 of 6 pages.

Buyer's Initials ( ) ( ) Date: Seller's Initials (JB) (RB) Date: 12/20/2022 | 1:48 PM



Property Address/Parcel Number(s): 2732 2ND AVE D3, SAN DIEGO , CA 92103 — APN 452-702-06-05

## BUYER'S LEGAL DUTY TO EXERCISE REASONABLE CARE

California law requires Buyer to exercise reasonable care to protect himself/herself, including the evaluation of those facts which are known or within diligent attention and observation of Buyer (Civil Code Section 2079.5). Under this statute, Broker also has a responsibility to disclose to Buyer any conditions that would affect the value or desirability of the property Broker may have observed while conducting a diligent visual inspection of the accessible areas of the property.

Seller may not be aware of defects that may exist in the property. It is Buyer's responsibility to investigate the property. The disclosures in this Addendum are made by Seller and not by Broker. However, Broker is required to make a reasonably competent and diligent visual inspection of accessible areas, and to disclose to prospective purchasers all known facts affecting the value and desirability of the property (see Parts III and IV of the Real Estate Transfer Disclosure Statement). Buyers should refer to Buyer's Election of Inspections form (BEI) for further inspection explanation.

Buyer is advised to obtain professional inspection on the condition of the property. Each Buyer looks at a house differently: what may concern one person may be perfectly acceptable to another. Therefore, the Real Estate Transfer Disclosure Statement, Seller Property Questionnaire, and this Addendum do not in any way relieve Buyer from Buyer's responsibility to make an independent diligent inspection of the property, to hire all necessary inspectors, to provide these inspectors with Real Estate Transfer Disclosure Statement, Seller Property Questionnaire, and this Addendum, and to ask questions that may be pertinent to ensure an informed decision.

ALL INSPECTIONS AND REPORTS should be undertaken by qualified, licensed trades people and/or professionals. Buyer should review all inspection reports with the person who performed the inspection.

For any special consideration such as schools, allergies or other health problems, or for religious or cultural concerns that relate to the property, it is Buyer's responsibility to ask Seller and/or otherwise independent satisfy himself/herself about the property as it relates to these considerations.

### BUYER ACKNOWLEDGEMENT

Each Buyer below acknowledges that he/she has read and understands this Addendum.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

THIS DOCUMENT IS FOR USE IN SIMPLE TRANSACTIONS AND NO REPRESENTATION OR WARRANTY IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY TRANSACTION.

OFFICE USE ONLY  
Reviewed by Broker or Designee: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer acknowledges receipt of copy of this page, which constitutes Page 6 of 6 pages.

Buyer's Initials (\_\_\_\_) (\_\_\_\_) Date: \_\_\_\_\_

Seller's Initials (JB) (RB) Date: 12/20/2022 | 1:48 PM

# TEXT OVERFLOW ADDENDUM No. 1

This addendum is given in connection with the property known as: 2732 2ND AVE D3, SAN DIEGO , CA 92103

\_\_\_\_\_ (“Property”)

in which \_\_\_\_\_ is referred to as (“Buyer”)

and Jonathan Bolin, Rochelle Bolin is referred to as (“Seller”).

**1) C5. Roof Warranty (when):**

Do not know, responsibility of HOA

**2) D. Leased or Financed Items and Systems:**

**D. WATER SYSTEM 3A**

\$20, can be canceled anytime, not a lease, it is a month to month service agreement.

**D. WATER SYSTEM 3B**

Any time it is canceled

**D. WATER SYSTEM 3C**

Month to month agreement for R/O water purifier, they yearly come to check unit and replace filters, and will upgrade or replace unit at anytime if anything goes wrong or model outlives its service life.

**3) O. Additional Information (continued):**

**L. 3**

SAN airport

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the Seller Property Questionnaire Addendum. The undersigned acknowledge receipt of a copy of this Addendum.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: Jonathan Bolin Date: 12/20/2022 | 12:38 PM PST

Seller: Rochelle Bolin Date: 12/20/2022 | 1:48 PM PST

DocuSigned by:

DocuSigned by:

C8E83160CB524FD...

037FD6A80EF7427...



PARKING AND STORAGE DISCLOSURE (C.A.R. FORM PSD, Revised 12/17)

This disclosure is made in connection with the Purchase Agreement or [ ] other ("Agreement"), dated [ ], on property known as 2732 2nd Ave D3, San Diego, CA 92103 ("Property") between [ ] ("Buyer/Tenant") and Jonathan Bolin, Trustee, Rochelle Bolin, Trustee ("Seller/Landlord")

If applicable, [X] Seller has been using parking space # #15 [ ] Parking is not included with the Property. If applicable, [X] Seller has been using storage space # #15 [ ] Separate storage is not included with the Property. This is a disclosure only. Right to parking or storage, if any, is determined by the Agreement, and if Property is in a planned development or covered by a Home Owner Association, the governing documents.

- 1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s).
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces.
3. Seller/Landlord further discloses the following: There are more than one storage cabinet labeled #15, there are 9-10 cabinets

DocuSigned by: Jonathan Bolin, Trustee Date: 12/20/2022 | 12:38
DocuSigned by: Rochelle Bolin, Trustee Date: 12/20/2022 | 1:48 PM

- 4. Buyer/Tenant acknowledges that Buyer/Tenant has:
- Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
- Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Landlord;
- Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
- Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s).
- Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
- Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Date [ ] Date [ ]
BUYER/TENANT [ ] BUYER/TENANT [ ]

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020





# Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name Jonathan Bolin, Trustee, Rochelle Bolin, Trustee APN 452-702-06-05  
 Street Address 2732 2nd Ave Year Built 1959  
 City San Diego County San Diego Zip Code 92103

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
2. Is your home bolted to its foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15
3. If your home has crawl space (cripple) walls:					
a. Are the exterior crawl space (cripple) walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	19
5. If your home is on a hillside:					
a. Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

DocuSigned by:  
**Jonathan Bolin**  
C8E85241  
 Seller **Jonathan Bolin, Trustee**

 12/20/2022 | 12:38 PM PST
 

 DocuSigned by:  
**Rochelle Bolin**  
FD000000  
 Seller **Rochelle Bolin, Trustee**

 12/20/2022 | 1:48 PM PST  
 Date

I acknowledge receipt of the *Homeowner's Guide to Earthquake Safety* and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

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

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

## **Residential Earthquake Risk Disclosure Statement Addendum**

*2732 2nd Ave D3, San Diego , CA 92103*

If you corrected one or more earthquake weaknesses, please describe the work performed:

Is there anything else you would like to disclose?





LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: \_\_\_\_\_, dated \_\_\_\_\_, on property known as: 2732 2nd Ave D3, San Diego, CA 92103 ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and Jonathan Bolin, Trustee, Rochelle Bolin, Trustee is referred to as Seller or Landlord. Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

None

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

None

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Jonathan Bolin 12/20/2022 | 12:38 PM PST Jonathan Bolin, Trustee
Seller or Landlord Date
Rochelle Bolin 12/20/2022 | 1:48 PM PST Rochelle Bolin, Trustee
Seller or Landlord Date




Property Address: 2732 2nd Ave D3, San Diego, CA 92103

**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Coldwell Banker West  
(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:  12/19/2022 | 11:27 AM  
By \_\_\_\_\_  
Associate-Licensee or Broker Signature Date  
Michael Wolf

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

**For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant Date Buyer or Tenant Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer) By \_\_\_\_\_  
Associate-Licensee or Broker Signature Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020





FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (C.A.R. Form FHDS, Revised 6/22)

This is a disclosure and addendum to the Purchase Agreement, OR [ ] Other [ ] ("Agreement"), dated [ ], on property known as 2732 2nd Ave, D3, San Diego, CA 92103 ("Property"), in which [ ] is referred to as Buyer, and JONATHAN DAVID BOLIN, ROCHELLE BOLIN is referred to as Seller.

- 1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs. A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B. B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED. C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at https://www.fire.ca.gov/dspace/.

2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met):

- A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG". B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers... (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... [ ] Yes [ ] No (2) Roof coverings made of untreated wood shingles or shakes... [ ] Yes [ ] No (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck... [ ] Yes [ ] No (4) Single pane or non-tempered glass windows... [ ] Yes [ ] No (5) Loose or missing bird stopping or roof flashing... [ ] Yes [ ] No (6) Rain gutters without metal or noncombustible gutter covers... [ ] Yes [ ] No

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

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



- OR (2)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (3)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,\* or if applicable comply with the local requirement after Close Of Escrow.
- OR (4)  **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer’s final verification of condition.
- OR (5)  **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
- OR (6)  **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer’s final verification of condition.

D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is \_\_\_\_\_, which may be contacted at \_\_\_\_\_.

\* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance (“Authorized Defensible Space Inspector”).

4.  **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or  Seller does not have a copy of the report and buyer may obtain a copy at \_\_\_\_\_.

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

DocuSigned by: Seller <u>Jonathan Bolin</u> DocuSigned by: Seller <u>Rochelle Bolin</u> C8E83160CB524FD... 037FD6A80EF7427...	JONATHAN DAVID BOLIN _____ ROCHELLE BOLIN _____	Date <u>12/20/2022   12:38 PM</u> _____ Date <u>12/20/2022   1:48</u> _____
--	--	--

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

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

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

Published and Distributed by:  
 REAL ESTATE BUSINESS SERVICES, LLC.  
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020





## DEFENSIBLE SPACE DECISION TREE

(C.A.R. Form DSDT, 6/22)

**The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.**

**Paragraph 3 of the FHDS is only required if:** (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high or very high** fire hazard severity zone. **IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.**

**If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.**

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	<ul style="list-style-type: none"> <li>● <input type="checkbox"/> If Yes, check the "IS" box in <b>3A</b> and then go to step 2.</li> <li>● <input type="checkbox"/> If No, check the "is NOT" box in <b>3A</b> and then go to step 4.</li> <li>● If seller does not know, see the next column and find out.</li> </ul>	<p><b>How do you find out if your property is subject to a local defensible space law?</b> The following sources can be helpful but may not know for sure.</p> <ul style="list-style-type: none"> <li>● Contact your local fire marshal;</li> <li>● Contact CalFire @ <a href="https://www.fire.ca.gov/dspace/">https://www.fire.ca.gov/dspace/</a></li> <li>● Contact your Natural Hazard Disclosure Company rep;</li> </ul>
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	<ul style="list-style-type: none"> <li>● <input type="checkbox"/> If Yes, <b>and</b> the report documents the property is in compliance, effective on the date of sale, check <b>paragraphs 3B(2) and 3C(5)</b> and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>● <input type="checkbox"/> If Yes, <b>and</b> the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check <b>paragraph 3B(3)</b> and go to step 3.</li> <li>● <input type="checkbox"/> If No, <b>paragraph 3B(1)</b> applies and go to step 3.</li> </ul>	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	<ul style="list-style-type: none"> <li>● <input type="checkbox"/> If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, <b>3B(1)</b> applies and check <b>3C(3)</b> and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>● <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check <b>3B(3) and 3C(3)</b> and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>● <input type="checkbox"/> If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, <b>3B(1)</b> applies and check <b>3C(6)</b> and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>● <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check <b>3B(3) and 3C(6)</b> and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>● If Yes, go to step 3.1.</li> </ul>	<p>If <b>3C(3)</b> is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(6)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>





	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property)  Does the law require seller to obtain documentation of compliance?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If Yes, check <b>3B(3)</b> and <b>3C(4)</b>, and complete <b>3D</b> and <b>4</b>, if applicable, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check <b>3B(3)</b> and <b>3C(2)</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> </ul>	<p>If <b>3C(4)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(2)</b> is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>
Step 4	(No local law applies)  Does seller have a report prepared by an Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, <b>3B(1)</b> and <b>3C(1)</b> apply, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, <b>3B(1)</b> applies and check <b>3C(6)</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs <b>3B(2)</b> and <b>3C(5)</b>, complete <b>3D</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check <b>paragraph 3B(3)</b> and go to step 4.1.</li> </ul>	<p>If <b>3C(6)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(1)</b> applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements)  Will seller pay to bring the property into compliance?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If No, <b>3C(1)</b> applies, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, check <b>3C(6)</b>, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> </ul>	<p>If <b>3C(1)</b> applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(6)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>

#### How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

#### How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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

Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

DSDT 6/22 (PAGE 2 OF 2)







SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 12/21)

- 1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS: Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person."
2. SELLER'S INFORMATION: A. PROPERTY ADDRESS (property being transferred): 2732 2nd Ave D3, San Diego, CA 92103 ("Property")
B. TRANSFEROR'S NAME: Jonathan and Rochelle Bolin Family Trust ("Transferor")
C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
A. [ ] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
B. [X] (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:
A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA
(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
B. [ ] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.
5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)
A. Social Security No., or Federal Employer Identification No. (TIN)
B. Address (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
C. Telephone Number
6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Jonathan Bolin (Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust). Date 12/20/2022 | 12:38 PM PST

Jonathan Bolin Typed or printed name Trustee Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date
Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the green card test or the substantial presence test for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
2) SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered nonresidents for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials DS JB \_\_\_\_\_ / \_\_\_\_\_

AS REVISED 12/21 (PAGE 2 OF 2)



Michael Wolf | Coldwell Banker West | Generated by Glide

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 12/21)

- 1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS: Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person."
2. SELLER'S INFORMATION: A. PROPERTY ADDRESS (property being transferred): 2732 2nd Ave D3, San Diego, CA 92103 ("Property")
B. TRANSFEROR'S NAME: Jonathan and Rochelle Bolin Family Trust ("Transferor")
C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
A. [ ] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
B. [X] (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:
A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA
(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
B. [ ] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.
5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)
A. Social Security No., or Federal Employer Identification No. (TIN)
B. Address (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
C. Telephone Number
6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Rochelle Bolin 12/20/2022 | 1:48 PM PST
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Rochelle Bolin Trustee
Typed or printed name Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.
Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date
Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the green card test or the substantial presence test for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
2) SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered nonresidents for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials RB \_\_\_\_\_ / \_\_\_\_\_

AS REVISED 12/21 (PAGE 2 OF 2)



Michael Wolf | Coldwell Banker West | Generated by Glide

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)





## DISCLOSURE INFORMATION ADVISORY

(FOR SELLERS)  
(C.A.R. Form DIA, 6/20)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement (“TDS”); Seller Property Questionnaire (“SPQ”); Exempt Seller Disclosure (“ESD”). (Collectively, or individually, “Disclosure Forms”). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
  - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
  - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association (“HOA”).
  - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
  - D. Allow plenty of time to fully complete the Disclosure Forms.
  - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
  - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
  - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every “Yes” response in the blank lines or in an addendum to the Disclosure Form.
  - B. Many questions on the Disclosure Forms ask if you “are aware” of a particular condition, fact or item. If you do not know the answer to any question, then you are “not aware” and should answer that question “No.”
  - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the “who, what, where, when and how.”
  - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
  - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as “never,” “minor,” “insignificant,” “small” or “infrequent” as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
  - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).

© 2020, California Association of REALTORS®, Inc.

DIA 6/20 (PAGE 1 OF 3)



### DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3)

Ascent Real Estate Inc, 410 Kalmia  
Michael Wolf

San Diego CA 92101  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 858-722-6847 Fax: 619-923-3201  
[www.lwolf.com](http://www.lwolf.com)

2732 2nd Ave #

- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

#### 4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

##### REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

**Section I** allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

**Section I** allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS.

**Section II A** asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

**Section II B** asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions"; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

**Section II C** asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

#### SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the TDS does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example of a legally required disclosure that is not in the TDS, is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts about the Property.





### EXEMPT SELLER DISCLOSURE (“ESD”)

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the “catch all” question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

#### 5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale (“Listing Broker”) strongly recommend that you consider the following points when completing your Disclosure Forms:


- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: “Do I need to disclose ...?” is almost always “YES, disclose it.”**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller Jonathan Bolin Date 12/20/2022 | 12:38 PM PST  
DocuSigned by: Jonathan Bolin 08E88169CB527FD

Seller Rochelle Bolin Date 12/20/2022 | 1:48 PM PST  
DocuSigned by: Rochelle Bolin 037FD6A80EF7427...

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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





## SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address: 2732 2nd Ave D3, San Diego, CA 92106 ("Property")

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	1400	14518		<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

**By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.**

Seller Jonathan Bolin DocuSigned by: 12/20/2022 | 12:38  
 Seller Rochelle Bolin C8E83160CB524F11 Rochelle Bolin Signed by: Date 12/20/2022 | 1:48 PM

**By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.**

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

© 2020, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**REAL ESTATE BUSINESS SERVICES, INC.**  
 a subsidiary of the California Association of REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020





## MARKET CONDITIONS ADVISORY

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

**1. MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or “hot” real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or “cool” market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these “distressed” property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

### 2. BUYER CONSIDERATIONS:

**A. OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have “Buyer's remorse” that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

**B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a “hot” market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

**(1) LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

**(2) APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

**(3) INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.



**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.

**3. SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

**Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.**

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

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

Seller DocuSigned by: *Jonathan Bolin* \_\_\_\_\_ Date 12/20/2022 | 12:38 PM PST

Seller DocuSigned by: *Jonathan Bolin* \_\_\_\_\_ Date 12/20/2022 | 1:48 PM PST

Seller *Rochelle Bolin* \_\_\_\_\_  
*Rochelle Bolin*  
03/FD6A80EF7427...

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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







WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 2732 2nd Ave D3, San Diego, CA 92106 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord Jonathan Bolin DocuSigned by: Jonathan Bolin Date 12/20/2022 | 12:38

Seller/Landlord Rochelle Bolin DocuSigned by: Rochelle Bolin Date 12/20/2022 | 1:48

©2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

**I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety(with gas shut-off valve update)* which includes the *Federal Lead booklet and Toxic Mold Update*:**

- Helpful
- Too detailed
- Not detailed enough
- Clearly written
- Confusing
- The booklet helped me to locate earthquake weaknesses in my home.
- I have strengthened my home to resist earthquakes.
- I plan to fix my home's earthquake weaknesses.
- The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was \_\_\_\_\_.

Comments: \_\_\_\_\_  
\_\_\_\_\_

***We Want To Hear From You!***

California Seismic Safety Commission  
1900 K Street, Suite 100  
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **2732 2nd Ave D3, San Diego , CA 92106**

Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____		<b><u>Michael Wolf</u></b>	<b><u>Coldwell Baker West</u></b>
	(Buyer's Agent's signature)	(printed name)	(Broker's name)

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)**

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.\* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **2732 2nd Ave D3, San Diego , CA 92106**

Date <u>12/20/2022</u>	Time <u>12:38</u> PM PST	DocuSigned by: <b><u>Jonathan Bolin</u></b>	<b><u>Jonathan Bolin</u></b>
		(Seller's signature)	(printed name)
Date <u>12/20/2022</u>	Time <u>1:48</u> PM PST	(Seller's signature) C8E83160CB524FD...	<b><u>Rochelle Bolin</u></b>
		(Seller's signature)	(printed name)
Date <u>12/19/2022</u>	Time <u>11:27</u> AM PST	DocuSigned by: <b><u>Michael and Jessica Woodwell Banker west</u></b>	<b><u>Michael and Jessica Woodwell Banker west</u></b>
		(Seller's Agent's signature)	(printed name)
		(printed name)	(Broker's name)

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)**

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.\* Publication 09/10



## COLDWELL BANKER WEST AFFILIATED BUSINESS DISCLOSURE

Thank you for considering Coldwell Banker West in connection with the purchase or sale of a home or other property. In connection with your purchase or sale, you may need or elect to obtain a mortgage, escrow, insurance, and/or other settlement services. This disclosure is to give you notice that the companies (a) West Edge, Inc., dba Coldwell Banker West, (b) Point Mortgage Corporation, (c) California Preferred Escrow, Inc., (d) California Preferred Escrow Metro, Inc., and (e) Viridian Escrow, Inc., are part of a family of companies that share common ownership (the "Affiliated Companies"), and each may refer to you the services of another. Referrals to any of these settlement service providers may provide the owners of the Affiliated Companies with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each settlement service listed. You are NOT required to use these or any service provider as a condition for the purchase or sale of the subject property, and no one will be paid a referral fee as a result of any referral to any settlement service provider listed. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

SERVICE PROVIDER	SERVICE PROVIDED	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
<b>Point Mortgage Corporation</b>	<b>Residential Mortgage Lending Loan Origination Fee Loan Discount Fee/Points</b>	0-3% of loan amount 0-4% of loan amount
<b>California Preferred Escrow, Inc.</b>	<b>Escrow Services: Loans/Refinances up to \$1,000,000 Residential Resales up to \$1,500,000.00 Per thousand of sales price Document Processing/Archiving/FTB Processing Residential Resales more than \$1,500,000</b>	\$600 Base Fee \$1000.00 Base Fee \$3.00 \$200-500 (varies by transaction details and applicable party expense) Please call for quote
<b>California Preferred Escrow Metro, Inc.</b>	<b>Escrow Services: Loans/Refinances up to \$1,000,000 Residential Resales up to \$1,500,000.00 Per thousand of sales price Document Processing/Archiving/FTB Processing Residential Resales more than \$1,500,000</b>	\$600 Base Fee \$1000.00 Base Fee \$3.00 \$200-500 (varies by transaction details and applicable party expense) Please call for quote
<b>Viridian Escrow, Inc.</b>	<b>Escrow Services: Loans/Refinances up to \$1,000,000 Residential Resales up to \$1,500,000.00 Per thousand of sales price Document Processing/Archiving/FTB Processing Residential Resales more than \$1,500,000</b>	\$600 Base Fee \$1000.00 Base Fee \$3.00 \$200-500 (varies by transaction details and applicable party expense) Please call for quote

I/We have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their owners/employees with a financial or other benefit.

Buyer Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Seller Name: \_\_\_\_\_ Signature *Rochelle Bolin* Date: 12/20/2022 | 1:48 PM PST  
DocuSigned by: 037FD6A80EF7427...

Seller Name: \_\_\_\_\_ Signature *Jonathan Bolin* Date: 12/20/2022 | 12:38 PM PST  
DocuSigned by: C8E83160CB524FD...



# WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 2732 2nd Ave D3, San Diego, CA 92106

## 1. WATER-CONSERVING PLUMBING FIXTURES

### A. INSTALLATION:

**(1) Requirements:** (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

**(2) Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

## 2. CARBON MONOXIDE DETECTORS:

### A. INSTALLATION:

**(1). Requirements:** California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

**(2). Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Buyer/Tenant Initials ( ) ( )

Seller/Landlord Initials JB RB

© 2016, California Association of REALTORS®, Inc.



WCMD 12/16 (PAGE 1 OF 2)

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

Property Address: 2732 2nd Ave D3, San Diego, CA 92106

**C. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

**Seller/Landlord** DocuSigned by: Jonathan Bolin 12/20/2022 | 12:38 P  
(Signature) Jonathan Bolin Date  
(Print Name)

**Seller/Landlord** DocuSigned by: Rochelle Bolin 12/20/2022 | 1:48  
(Signature) Rochelle Bolin Date  
(Print Name)

**Buyer/Tenant** \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

**Buyer/Tenant** \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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







**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
**(C.A.R. Form SBSA, Revised 6/22)**

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.

**YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



# TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 8-10	Pages 10-11	Pages 11-12	Pages 12-14	Page 14

	Page		Page
1. Accessory Dwelling Units .....	5	34. Marketing; Internet Advertising; Internet Blogs; Social Media .....	13
2. Arbitration .....	11	35. Mediation .....	11
3. Building Permits, Zoning and Code Compliance.....	5	36. Megan's Law Database Disclosure .....	10
4. Buyer Intended Future Use .....	5	37. Mold .....	3
5. California Fair Plan .....	6	38. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions .....	9
6. Community Enhancement and Private Transfer Fees .....	12	39. Neighborhood Noise Sources .....	9
7. Death on the Property .....	10	40. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts .....	8
8. Earthquake Fault Zones and Seismic Hazard Zones .....	10	41. Non-Confidentiality of Offers .....	12
9. Easements, Access and Encroachments .....	2	42. Notice of Your Supplemental Property Tax Bill .....	11
10. Electronic Signatures .....	11	43. Online or Wire Funds Transfers .....	12
11. Environmental Hazards .....	2	44. Owner's Title Insurance .....	7
12. EPA's Lead-Based Paint Renovation, Repair and Painting Rule .....	10	45. PACE Loans and Liens .....	13
13. Escrow Funds .....	12	46. Pets and Animals .....	4
14. Fire Hardening, Defensible Space, and Wildfire Disasters ..	5	47. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting .....	10
15. Fire Hazards .....	10	48. Recording Devices .....	14
16. FIRPTA/California Withholding .....	10	49. Re-Keying .....	14
17. Flood Hazards .....	10	50. Rent and Eviction Control Laws and Ordinances .....	7
18. Formaldehyde .....	3	51. Retrofit, Building Requirements, and Point of Sale Requirements .....	7
19. Future Repairs, Replacements and Remodels .....	6	52. Schools .....	9
20. General Recall/Defective Product/Class Action Information .....	12	53. Sea Level Rise .....	9
21. Geologic Hazards .....	3	54. Septic Systems .....	4
22. Golf Course Disclosures .....	8	55. Short Term Rentals and Restrictions .....	8
23. Heating Ventilating and Air Conditioning Systems .....	6	56. Signing Documents Electronically .....	11
24. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement .....	6	57. Soil and Geologic Conditions .....	4
25. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval .....	13	58. Solar Panel Leases .....	14
26. Home Warranty .....	12	59. Square Footage, Lot Size, Boundaries and Surveys .....	4
27. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions .....	12	60. Swimming Pool, Security and Safety .....	8
28. Inspections .....	3	61. Underground Pipelines and Utilities .....	9
29. Insurance, Title Insurance and Title Insurance After Foreclosure .....	6	62. Views .....	8
30. Land Lease .....	7	63. Water Intrusion .....	4
31. Legal Action .....	13	64. Water Shortages and Conservation .....	8
32. Liquidated Damages .....	11	65. Well and Water System(s) .....	4
33. Marijuana and Methamphetamine Labs .....	7	66. Wildlife .....	9
		67. Wood Destroying Pests .....	5
		68. Zone Maps May Change .....	11

## A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage

SBSA REVISED 6/22 (PAGE 2 OF 14)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)

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

2732 2nd Ave #



EQUAL HOUSING OPPORTUNITY

tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its





existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.
12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain



bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. 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>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
  - C. California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
  - D. California Department of Transportation <https://calsta.ca.gov/>
  - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

## B. Property Use and Ownership

1. **ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
2. **BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

SBSA REVISED 6/22 (PAGE 5 OF 14)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 5 OF 14)

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

2732 2nd Ave #



EQUAL HOUSING  
OPPORTUNITY

4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at [https://www.epa.gov/sites/production/files/2018-08/documents/residential\\_air\\_conditioning\\_and\\_the\\_phaseout\\_of\\_hcfc-22\\_what\\_you\\_need\\_to\\_know.pdf](https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf) and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.
9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease



the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

**10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

**12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

**14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and



Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

## C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
- 2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection,





other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A. California Coastal Commission contact information: <https://www.coastal.ca.gov/contact/#/>
- B. State Lands Commission contact information: <https://www.slc.ca.gov/contact-us/>
- C. National Oceanic and Atmospheric Administration (sea level rise page): <https://coast.noaa.gov/slr/>
- D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
- E. Federal Emergency Management Agency (FEMA): <https://www.fema.gov/flood-maps/>; <https://msc.fema.gov>

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**SBSA REVISED 6/22 (PAGE 9 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 9 OF 14)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwof.com](http://www.lwof.com)

2732 2nd Ave #



## D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.



- 8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

“California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office.”

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

- 9. ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

- 1. SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.
- 2. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
- 3. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
- 4. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration



decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at



<http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- 6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over

**SBSA REVISED 6/22 (PAGE 13 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 13 OF 14)**

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

2732 2nd Ave #





a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

- 7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
- 8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
- 9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A.  \_\_\_\_\_
- B.  \_\_\_\_\_
- C.  \_\_\_\_\_
- D.  \_\_\_\_\_

**Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.**

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

SELLER DocuSigned by: Jonathan Bolin \_\_\_\_\_ Jonathan Bolin Date 12/20/2022 | 12:...

SELLER DocuSigned by: Rochelle Bolin \_\_\_\_\_ Rochelle Bolin Date 12/20/2022 | 1:4...

Real Estate Broker (Buyer's Brokerage Firm) Coldwell Baker West \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By DocuSigned by: Michael Wolf \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date 12/19/2022 | 11:2...

Real Estate Broker (Seller's Brokerage Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

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

**R E A L T O R S** Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



**SBSA REVISED 6/22 (PAGE 14 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)**

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

2732 2nd Ave #



# LOCAL AREA DISCLOSURES



# FOR SAN DIEGO COUNTY

© 2021 Greater San Diego Association of REALTORS®

# Local Area Disclosures for San Diego County

**The Local Area Disclosures for San Diego County ("LAD") should be reviewed by Buyer and Seller along with the Statewide Buyer and Seller Advisory, Revised 6/21 ("SBSA") from the California Association of REALTORS® ("C.A.R."), and all other disclosures. The LAD provides information on conditions in San Diego County which may impact Buyer's decision to purchase the Property and is an advisory to Buyer and Seller.**

- The LAD does not relieve Seller or Brokers from making disclosures legally required of them.
- The LAD does not eliminate Buyer's duty to conduct a thorough physical inspection of the Property.
- Buyer is advised to investigate, and obtain additional information on, all issues of concern to Buyer and not to rely solely on the information received from Seller and Brokers.
- Buyer is advised to consult with qualified professional advisors, consultants and appropriate governmental authorities in evaluating all information related to the Property.
- Buyer is advised that Brokers do not verify the results of any inspections or guarantee the performance of any inspector.
- In every instance below that advises or urges Buyer to investigate or verify information, this should be done before removing contingencies in the purchase agreement.

**DISCLAIMER:** The LAD is produced by the Greater San Diego Association of REALTORS® ("SDAR"), which has been doing so since 2003. The LAD is based on information obtained primarily from its members who conduct business throughout San Diego County and are familiar with commonly used local disclosures in those areas. SDAR believes the sources of information is reliable but has not verified all information. Conditions impacting the Property or area (especially those listed in "Specific Area Disclosures") may have changed since the LAD was published.

THE LAD HAS BEEN APPROVED BY SDAR. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY PARTICULAR TRANSACTION.

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

## Table of Contents

<b>A. General Disclosures</b> .....	4	e. Coronado Island (City of Coronado).....	11
1. Attractions, Amusement Parks and Casinos.....	4	i. Naval Base Coronado.....	11
2. Regional Planning.....	4	ii. Traffic.....	11
3. Residential and Commercial Development .....	4	iii. Development.....	11
4. Construction and Soil Defects—Prior, Pending or Threatened Litigation.....	4	iv. Historic Demolition Ordinance.....	12
5. Quarries.....	4	v. Coronado Shores Condominiums.....	12
6. Fireplaces.....	4	vi. Hotel Del Coronado.....	12
7. High Winds.....	4	2. NORTH COUNTY INLAND	
8. Homeowners' Associations.....	5	a. Fallbrook (Unincorporated) .....	12
9. Prisons and Jails.....	5	i. Naval Weapons Station.....	12
10. Proposition 65.....	5	ii. Public Utility District.....	12
11. Historic Review/Historic Districts.....	5	b. Bonsall (Unincorporated).....	12
12. Golf Course Closures .....	5	c. Carmel Mountain Ranch and Rancho Penasquitos... ..	12
13. Rental Restrictions .....	5	d. Escondido (City of Escondido).....	12
14. Parking Restrictions .....	5	i. Agricultural Activity and Odors.....	12
15. Trolley and Trains .....	5	ii. Chatham Brothers Barrel Yard.....	12
16. Water Retrofit .....	6	e. Ramona (Unincorporated).....	12
17. Homelessness and Illegal Encampments.....	6	i. Noise, Barona Raceway, Off-Road Vehicles.....	12
18. Soil and Geologic Hazards and Conditions .....	6	ii. Odors, Fumes and Dust.....	12
19. Gas Pipelines .....	6	iii. Environmental Concerns.....	13
20. Property Photographs and Data Online.....	6	iv. Sewage .....	13
21. View Restrictions.....	6	v. Unavailability of Natural Gas .....	13
22. Electrical Blackouts to Prevent Fires.....	6	vi. Explosive Ordnance.....	13
<b>B. Environmental Disclosures</b> .....	7	f. Rancho Bernardo (City of San Diego).....	13
1. Animals and Insects.....	7	i. Groundwater Seepage.....	13
2. Coastal Cliffs and Beach Areas.....	7	ii. Methane Gas.....	13
3. Electric and Magnetic Fields (EMFs).....	7	iii. Soils.....	13
4. Cell Phone Towers and Coverage.....	7	iv. Poway Unified School District.....	13
5. High Speed Internet.....	7	g. Poway Unified School District.....	13
6. Flood Hazards.....	7	h. Rancho Santa Fe/Del Rayo (Unincorporated)....	13
7. Landfills.....	7	i. Fairbanks Ranch (Unincorporated) .....	13
8. Defective Drywall.....	7	3. EAST COUNTY	
9. Hazardous Materials .....	8	a. Santee (City of Santee).....	14
10. Lead Hazard Inspection .....	8	b. Fletcher Hills (City of El Cajon).....	14
11. Methane Gas .....	8	c. Julian.....	14
12. Nuclear Energy/Material.....	8	d. Ramona.....	14
13. Trees, Crops and Vegetation-Economic Significance... ..	8	e. Ranch Santa Teresa Estates.....	14
14. Private Waste Disposal Systems.....	8	4. SAN DIEGO (City of San Diego)	
15. Toxic Mold Advisory.....	8	a. Tierrasanta.....	14
16. General Environmental Concerns.....	9	i. Explosive Ordnance.....	14
17. Desalination Plants.....	9	b. Navajo/San Carlos Area.....	14
18. Water Availability and Quality .....	9	c. Downtown San Diego.....	14
19. Outdoor Lighting Ordinance.....	9	i. Traffic and Noise.....	14
<b>C. Traffic, Roads and Transportation</b> .....	9	ii. New Buildings.....	14
1. Major Freeways—Traffic .....	9	iii. Homelessness.....	14
2. Mass Transit.....	9	iv. Governments.....	14
3. Vehicle Miles Traveled Subdivison/Redevelopment .....	9	v. Information.....	14
<b>D. Air Traffic and Airport Disclosures</b> .....	10	5. SOUTH COUNTY	
1. Aircraft Noise—General .....	10	a. Chula Vista.....	15
2. Military Aircraft Noise.....	10	i. North Island Credit Union Amphitheater.....	15
3. Proposed Airport Sites & Runway Expansion.....	10	ii. Aquatica Waterpark.....	15
4. Air Installation Compatible Use Zone (AICUZ).....	10	iii. Tijuana International Airport.....	15
<b>E. Specific Area Disclosures</b> .....	11	iv. Trolley Lines.....	15
1. COASTAL		v. Bayfront Development.....	15
a. California Coastal Commission.....	11	vi. Eastern Urban Center.....	15
b. Coastal Sea Level Rise.....	11	b. All Border Areas.....	15
c. Coastal View Restrictions.....	11	6. DESERT	
d. Camp Pendleton.....	11	a. Salton Sea.....	15
		b. Borrego Water District.....	15
		<b>Signature Page</b> .....	16



## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### A. General Disclosures

The best source for regional information is San Diego County's regional agency, the San Diego Association of Governments (SANDAG). [www.sandag.org](http://www.sandag.org).

#### 1. Attractions, Amusement Parks and Casinos

Buyer and Seller are advised that various public attractions and amusement parks may impact the traffic in the area near the Property or create noise which may concern some Buyers. Buyer is advised to investigate the impacts from such attractions including the San Diego Zoo and Safari Park, SeaWorld, Aztec Stadium, Petco Park, Legoland, North Island Credit Union Amphitheater, Aquatica Waterpark, Mission Bay, Waterfront Park San Diego, Pechanga Arena, various casinos and resorts throughout the county, wineries that hold music events, and other public event venues.

#### 2. Regional Planning

Buyer and Seller are advised that the Regional Comprehensive Plan serves as the long-term planning framework for the San Diego region. It provides the broad context in which local and regional decisions are made. For information visit [www.sandag.org/index.asp?projectid=1&fuseaction=projects.detail](http://www.sandag.org/index.asp?projectid=1&fuseaction=projects.detail).

The City of San Diego General Plan provides a comprehensive policy framework for how the City should grow and develop. There are also over 50 smaller community plans which provide additional detailed land use designations and site-specify policy recommendations. For information visit [www.sandiego.gov/planning/genplan](http://www.sandiego.gov/planning/genplan).

Other general or comprehensive plans may exist. Buyer is urged to contact the applicable authority for more information.

#### 3. Residential and Commercial Development

Residential and commercial development occurs on an ongoing basis in San Diego County. Some developments are mentioned in this disclosure, but this should not be considered a comprehensive list. Buyer is urged to investigate to determine any new developments planned near the Property.

#### 4. Construction and Soils Defects—Prior, Pending or Threatened Litigation

Buyer and Seller are advised that many subdivisions

and condominiums in San Diego County have been subject to litigation or construction and soils defects arising out of the original construction of homes. The status of any legal action and the repairs to remedy the defect may impact the values and use of the Property. It is important to verify the status of any threatened, pending or resolved legal action, including what repairs were made, for the residence and subdivision. For further information, contact the Homeowners Association, if one exists, or the original home builder.

#### 5. Quarries

Properties in the vicinities of the rock quarries may experience occasional explosion and equipment noise, increased industrial traffic and dust from quarry operations. Buyer is advised to investigate locations of quarries in and around the Property in addition to various safety hazards quarries may present. Proximity to a quarry does not affirmatively establish the risk or safety of the Property. Buyer is advised to consult with appropriate experts. Below is a partial list of potential resources provided as a starting point for Buyer/Seller investigations and not as an endorsement or guarantee that any Federal, state, county, city or other resource will provide complete advice. For information visit [https://quarriesandbeyond.org/states/ca/quarry\\_photo/ca-san\\_diego\\_photos\\_1\\_b.html](https://quarriesandbeyond.org/states/ca/quarry_photo/ca-san_diego_photos_1_b.html) [https://www.sandiegocounty.gov/content/sdc/apcd/en/engineering/Permits/Engineering\\_Emissions\\_Inventory/Mineral\\_Products\\_Calc/Mineral\\_Quarry\\_Activity\\_Calc.html](https://www.sandiegocounty.gov/content/sdc/apcd/en/engineering/Permits/Engineering_Emissions_Inventory/Mineral_Products_Calc/Mineral_Quarry_Activity_Calc.html).

#### 6. Fireplaces

Buyer and Seller are advised that some areas of San Diego County, including areas in Santee, Tierrasanta, Scripps Ranch, Rancho Peñasquitos, and Rancho Bernardo, may have Rampart General Fireplaces in some homes. Rampart General fireplaces were pre-cast concrete fireplaces, brought to the site and erected instead of built at the site through masonry work. These fireplaces have been known to crack, and repairs are limited and difficult. Many San Diego County fireplaces inspectors, chimney sweeps, and contractors will not attempt to repair Rampart General fireplaces. Repairs may be costly, if available and replacement may be necessary.

#### 7. High Winds

Buyer and Seller are advised that if the Property is located in an area subject to high winds, the Property



**LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY**

may suffer or incur damage from fire, blowing dust, sand and debris, and such winds can dislodge roof tiles and shingles and cause trees to fall. From time to time, all areas of the county are subject to high winds which can cause damage to structures and be susceptible to fire and blown embers. Buyer is advised to prepare for such events by securing their Property and keeping trees and vegetation trimmed.

**8. Homeowners' Associations**

Buyer and Seller are advised that the Property may be subject to mandatory membership in one or more Homeowners' Associations (HOAs). HOAs may impose restrictions on the use and development of Property according to the HOA's Conditions, Covenants and Restrictions (CC&Rs) and Bylaws. If there are multiple HOAs, they may each charge separate dues.

**9. Prisons and Jails**

Buyer and Seller are advised that there are prisons, jails, and detention centers located in the County of San Diego which may influence Buyer's decision to purchase. Buyer is advised to investigate the impact, if any, of such facilities.

**10. Proposition 65**

Buyer and Seller are advised that the California Safe Drinking Water and Toxic Enforcement Act of 1986, also known as Proposition 65, which became effective on January 1, 1988, concerns potential health danger from hazardous chemicals. Proposition 65 requires all businesses (including all builder of residential homes) to provide a warning to the public of the danger of potential harm by exposure to these chemicals.

**11. Historic Review/Historic Districts**

Buyer and Seller are advised that many municipalities in San Diego County have historic resource ordinances which can impact a property owner's ability to modify or demolish a Property. In the City of San Diego, for example, a building not located in an exempt area that is at least 45 years old may be subject to historic review before demolition or exterior modification is permitted. The City of San Diego also has a number of Historic Districts that may impact whether a Property may be modified. Buyer should contact the planning department of the city (or the county) to determine what impact a historic ordinance may have on the Property. For properties located in unincorporated areas, contact the County Department of Planning and Land use, Historic Site Board 858.694.3656, or

visit <https://www.sandiego.gov/development-services/public-hearings-meetings-notice/historical-resources-board>. For more information on historic districts, visit [www.sohosandiego.org/resources/historicaldistricts.htm](http://www.sohosandiego.org/resources/historicaldistricts.htm). [www.sandiego.gov/development-services/historical/board](http://www.sandiego.gov/development-services/historical/board).

**12. Golf Course Closures**

Buyer and Seller are advised that if the Property is located or near a golf course, there is a possibility of closure of the golf course and potential redevelopment thereof which may affect the value or desirability of the Property. Multiple golf courses in San Diego County have closed in recent years and more may follow. For more information on a certain golf course, Buyer is advised to contact the appropriate local authority, such as an affiliated HOA or golf course manager. Brokers do not have expertise in this area.

**13. Rental Restrictions****a. Short-Term Rental Restrictions**

Buyer and Seller are advised that multiple cities within San Diego County are restricting the short-term rental of residential properties. Further regulation and the outcome of related legal and regulatory challenges thereto may affect the value, use, or desirability of the Property. Buyer is advised to investigate these issues with the appropriate government authority or third-party professionals. Brokers do not have expertise in this area.

**b. Rent Control and Just-Cause Eviction Law**

California's Tenant Protection Act of 2019 (effective Jan. 1, 2020) imposes statewide rent control measures and grounds for just-cause tenancy termination. For more information, visit <https://caanet.org/what-is-the-tenant-relief-act-of-2020/>.

**14. Parking Restrictions**

Buyer and Seller are advised that certain towns and cities in San Diego County restrict on-street parking in residential and commercial areas, including to provide for bike lanes and outdoor dining in commercial areas. Buyer is advised to investigate these issues with appropriate local authorities, as conditions may change. Brokers do not have expertise in this area.

**15. Trolley and Trains**

Buyer and Seller are advised that trolleys and trains run throughout San Diego County which may create noise and impact traffic. New or expanded tracks may also be proposed. For further information regarding

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

train routes, development and possible expansions, visit [www.gonctd.com](http://www.gonctd.com) for maps and updates. Trolleys and train information can be accessed at [www.511sd.com](http://www.511sd.com). Refer to Section C.7 below for additional information.

### 16. Water Retrofit

Buyer and Seller are advised that various cities, including Del Mar and San Diego, may require installation of low-flow water devices in sinks, shower heads, and toilets upon transfer of a Property. Compliance with these local regulations may be required in addition to those imposed under California Civ. Code section 1101.4 and 1101.5. It is generally Seller's responsibility to comply with these requirements unless exemptions apply. Any necessary waiver or certificate showing compliance should be obtained from the applicable city authority before closing escrow on the Property.

### 17. Homelessness and Illegal Encampments

Buyer and Seller are advised that there are numerous illegal encampments of people experiencing homelessness in San Diego County, including in urban and undeveloped areas, canyons, and parks. Local law enforcement authorities have been unable to eradicate such encampments. People experiencing homelessness also live in their vehicles on and off public streets. Buyer is advised to investigate the impact, if any, of such activity on the Property, including contacting appropriate government authorities.

### 18. Soil and Geologic Hazards and Conditions

For information on these topics, see SBSA, paragraphs 4 and 9.

### 19. Gas Pipelines

Buyer and Seller are advised of the existence of underground "transmission" pipelines used to transport natural gas, crude petroleum, and refined petroleum liquids such as gasoline, jet fuel, and ethanol in San Diego County. In addition, smaller "distribution" pipelines that operate at lower pressures also exist in San Diego County. Each home that uses natural gas is connected to an underground gas distribution pipeline. Pipeline proximity has become a concern to some homeowners following a number of pipeline disasters

in the U.S. While buried pipelines can present a risk of explosion, fire, and other health hazards, proximity to a pipeline does not of itself indicate a safety risk. Information on the location of transmission pipelines can be obtained from Natural Hazard Disclosure (NHD) providers. At this time, not all NHD providers report this information. Information on the location of hazardous liquid and natural gas transmission pipelines can also be obtained from the National Pipelines Mapping System at: <https://www.npms.phmsa.dot.gov/About-PublicViewer.aspx>. San Diego Gas & Electric provides gas pipeline information which can be accessed at: <http://www.sdge.com/safety/gas-safety/pipeline-map>.

### 20. Property Photographs and Data Online

Buyer and Seller acknowledge and understand that the Property was likely listed in the Multiple Listing Service and advertised for sale on the Internet. As such, persons listing or entering on the Property may have photos and/or videos of the Property. Once images of the Property are taken or put on the Internet or otherwise, neither the Broker nor the Seller has control over the use of the images, how long they are available to the public via the Internet, or who views such images after the sale of the Property.

### 21. View Restrictions

Buyer and Seller are advised that Coastal and other areas may be subject to governmental development or height restrictions to preserve views. Buyer is advised to contact appropriate government authorities on such restrictions.

### 22. Electrical Blackouts to Prevent Fires

Buyer and Seller are advised that San Diego County experiences wildfires due to high winds and dry conditions. See SBSA, page 10, paragraph D.4, Fire Hazards. In recent years, utility companies have been forced to shut off electricity to certain areas to prevent fires which have allegedly been caused by downed power lines. This may cause disruption to the use of electricity to the Property. Buyer is advised to investigate the potential impact such electrical disruption may have on the Property.

---

**If you are aware of any local disclosure that should be included in this booklet and is not, please contact the SDAR Risk Management Department via e-mail at [legal@sdar.com](mailto:legal@sdar.com). Thank you.**

## B. Environmental Disclosures

### 1. Animals and Insects

Buyer and Seller are advised that the Property, and surrounding areas, may be inhabited by various species of animals and pests, from insects and bees, rodents and bugs to large animals such as mountain lions, bobcats, coyotes, bears, snakes and reptiles, which may pose hazards. Areas may also be subject to domestic and farm animals, including non-native and endangered species which may pose a hazard to, or affect the potential development of a property.

### 2. Coastal Cliffs and Beach Areas

Buyer and Seller are advised that building structures located near or on the edge of coastal cliffs and beach areas may be prone to erosion and sea level rise resulting in damage. The stability of the soils and other geological characteristics can impact the Property and the ability to build on the Property.

### 3. Electrical and Magnetic Fields (EMFs)

Buyer and Seller are advised that Electric and Magnetic Fields (EMFs) are found wherever there is electricity, including underground power lines. Brokers are not qualified to explain potential risks associated with EMFs, if any. It is generally believed that public concern with EMFs may affect the value of a property in close proximity to high-voltage power lines. For further information, visit [www.sdge.com/emf](http://www.sdge.com/emf).

### 4. Cell Phone Towers and Coverage

Buyer and Seller are advised that communities throughout San Diego County may contain cell phone towers which are not always apparent as they can be disguised to look like trees, etc. Some area of the county have limited or no cell phone coverage. If Buyer is concerned with proximity of such towers to the Property, or their potential impact on the Property or residents, buyer is advised to investigate. Brokers are not qualified to provide advice on the locations and impact, if any, of such cell phone towers. For more information see: [https://www.epa.gov/radiation/where-can-i-find-information-about-living-near-cell-phone-tower#:~:text=The%20Federal%20Communications%20Commission%20\(FCC,from%20RF%2Drelated%20health%20risks](https://www.epa.gov/radiation/where-can-i-find-information-about-living-near-cell-phone-tower#:~:text=The%20Federal%20Communications%20Commission%20(FCC,from%20RF%2Drelated%20health%20risks). See also SBSA, paragraph 2., Environmental Hazards.

### 5. High Speed Internet

Some areas of San Diego County may not have high speed internet service, may have limited or no internet access. Buyer is advised to investigate these issues before purchasing. Brokers do not have expertise in this area.

### 6. Flood Hazards

Buyer and Seller are advised that flooding can occur throughout the county during storms and heavy rains, resulting in property damage, slippage of embankments, and leaks to structures. Areas particularly affected by the storms are river valleys, including Mission Valley, San Dieguito River Valley, San Luis Rey River Valley and various coastal areas. A property's history of flooding and its propensity to flood may impact its value and use, and availability and cost of flood insurance. For more information, see the SBSA page 10, paragraph D.6, and visit the FEMA website: <http://www.fema.gov/floodplain-management> and County website: <https://www.sandiegocounty.gov/content/sdc/sdcfcd.html>.

### 7. Landfills

Buyer and Seller are advised that within San Diego County there are several active landfills, including the Borrego Landfill, Las Pulgas Landfill, Miramar Landfill, Otay Landfill, San Onofre Landfill, Sycamore Landfill located in Santee and other known or undiscovered, inactive landfills located within San Diego County. These landfills can also cause odor to travel for miles. For more information on these and other possible landfills visit [www.sandiego.gov/environmental-services](http://www.sandiego.gov/environmental-services).

### 8. Defective Drywall

Buyer and Seller are advised that some homes built between 2001 and 2009 may contain imported defective drywall imported from China. Some residents of properties with this drywall have reported problems, including adverse health effects. Eliminating problems with this drywall may require its removal from the home. For more information, visit: the Consumer Product Safety Commission website at <https://www.cpsc.gov/safety-education/safety-education-centers/drywall-information-center/how-can-i-tell-if-my-home-has-problem-drywall>.

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### 9. Hazardous Materials

Buyer and Seller are advised that the Property may contain hazardous materials, including asbestos, lead, radon, formaldehyde. Various hazardous materials, such as paint, solvents, cleaning supplies or insecticides, may remain on the Property after close of escrow and require special handling, removal and disposal. Information on these and other hazards is contained in the Homeowner's Guide to Environmental Hazards.

### 10. Lead Hazard Inspection

Buyer and Seller are advised that the Centers for Disease Control and Prevention (CDC) has identified lead poisoning as the number-one preventable environmental hazard facing children. The primary source of poisoning is found in deteriorated lead-based paint and associated dust in residential units built before 1978, the year lead was banned from residential paint. For residences built before 1978, Buyer is to receive the Federal Lead-Based Paint Pamphlet and disclosure by seller of any known lead-based paint. Review this information carefully and consider hiring a certified lead-based paint inspector to assess potential lead hazards. For further information, contact the California Department of Public Health certified inspector/assessor at [www.cdph.ca.gov](http://www.cdph.ca.gov) or [www.epa.gov/lead](http://www.epa.gov/lead).

### 11. Methane Gas

Buyer and Seller are advised that methane gas has been found in many areas of San Diego County. Methane is a colorless and odorless gas that exists naturally. When found in high concentrations, if not properly mitigated in accordance with county and city standards, methane can cause breathing problems and can burn or explode.

### 12. Nuclear Energy/Material

**a. San Onofre Nuclear Generation Station**  
Buyer and Seller are advised that this inactive nuclear power facility located on the San Diego coast, near the Orange County line, contains two nuclear power generators and stores radioactive waste. For further information, including an Emergency Plan and Evacuation Zone Map, view the following websites: U.S. Government Nuclear Regulatory Commission: [www.nrc.gov](http://www.nrc.gov); Southern California Edison: [www.sce.com](http://www.sce.com) and type "San Onofre" in the search line. Beyond

Nuclear Institute: [www.beyondnuclear.org](http://www.beyondnuclear.org);  
Union of Concerned Scientists: [www.ucsusa.org](http://www.ucsusa.org)  
Nuclear Information & Resource Service:  
[www.nirs.org](http://www.nirs.org).

### b. Naval & Military Bases

Buyer and Seller are advised that various military bases, including North Island Naval Air Station, Naval Amphibious Base, Pt. Loma Submarine Base and 32nd Street Naval Station contain naval vessels which may carry nuclear weapons and/or may be nuclear powered. For further information, visit [www.militarybases.com](http://www.militarybases.com).

### 13. Trees, Crops and Vegetation — Economic Significance

Buyer and Seller are advised that if any trees or crops located on the Property are economic significance to Buyer, Buyer should obtain from a qualified professional a grove report, verifying tree or plant count and the costs to maintain the trees or crops. Commercial and private agriculture areas are also subject to land and air insecticide spraying which may impact surrounding areas.

### 14. Private Waste Disposal Systems

Buyer and Seller are advised that if the Property is serviced by a private waste disposal or septic system, its condition, its capacity and future expansion potential will affect the value and use of the Property. Changes in the use or condition of the system may also require that the Property be connected to the municipal sewer system, at the owner's expense. For more information, contact the local municipal water and sewer department .

### 15. Toxic Mold Advisory

Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms may cause health problems in certain individuals. Not all hazardous organisms are detectable by visual inspection by Brokers or even by a professional home inspector. If concerned, Buyer should retain the services of an environmental expert to conduct appropriate tests of the Property. For more information on toxic mold and other health hazards, visit California Dept. of Public Health (CDPH): [www.cdph.ca.gov](http://www.cdph.ca.gov). U.S. Environmental Protection Agency (EPA): [www.epa.gov/mold](http://www.epa.gov/mold). See also, SBSA para. A.6 Mold.



## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### 16. General Environmental Concerns

Buyer and Seller are advised that environmental concerns may affect the development and use of a property including local restriction on use, contamination of grounds and wells, proximity to a county dump, requirement of an Environmental Impact Report prior to building, preservation of endangered plants and animals, preservation of Native American artifacts, percolation tests for septic systems and utility pumps.

### 17. Desalination Plants

Buyer and Seller are advised that a desalination plant located in Carlsbad provides a portion of water to the county. Additional desalination plants, including in Oceanside, may be constructed in the future. Buyer is advised to investigate the impact of such facility on the Property. <https://www.carlsbaddesal.com/>; <https://www.sdcwa.org/your-water/local-water-supplies/seawater-desalination/>; [https://www.ci.oceanside.ca.us/gov/water/pure\\_water\\_oceanside.asp](https://www.ci.oceanside.ca.us/gov/water/pure_water_oceanside.asp); <https://www.sweetwater.org/251/-Reynolds-Groundwater-Desalination-Facili>; <https://www.olivenhain.com/your-water-supplies/desalination/>.

### 18. Water Availability and Quality

Buyer and Seller are advised that periodic droughts may impact the availability and cost of water. Use of water may be restricted during periods of drought. Quality of water varies by area. Various areas in the County are serviced by well water. Buyer is advised to contact the local water district for more information.

### 19. Outdoor Lighting Ordinance

Buyer and Seller are advised that various areas in the county, including near Palomar Mountain, Ramona, Julian, Santa Ysabel are subject to “dark sky” outdoor lighting ordinance. Buyer is advised to investigate this issue with appropriate authority.

## C. Traffic, Roads and Transportation

Buyer is advised to investigate road conditions and traffic in the areas Buyer intends to travel. For highway conditions, call 1.800.427.7623. The Caltrans website, [www.dot.ca.gov](http://www.dot.ca.gov), as well as SANDAG's website, [www.keepsandiego-moving.com](http://www.keepsandiego-moving.com), include information on traffic, road closures and upcoming projects. Its local San Diego telephone number is 619.688.6699. These traffic and road disclosures are not an exhaustive list. If concerned, Buyer should investigate further.

### 1. Major Freeways – Traffic

Buyer and Seller are advised that Interstates 5 (I-5), 15 (I-15) and 805 (I-805) and State Routes 125 and 163 are major San Diego County north-south freeways. Highways 52, 56, 76, 78, 94, and Interstate 8 (I-8) are major San Diego County east-west freeways. Due to increased traffic volume and timing, these freeways and their interconnecting roads may regularly experience traffic resulting in delays. For current traffic information, visit <https://traffic.511sd.com>

### 2. Mass Transit

Buyer is advised to investigate any mass transit concerns Buyer may have, including contacting the Metropolitan Transit Development Board at 619.231.1466 or visit [www.sandiego.gov/planning/programs](http://www.sandiego.gov/planning/programs) and look for “Mobility Planning” link for more information. <https://www.sandag.org/index.asp?fuseaction=projects.detail&projectid=250#:~:text=The%20Mid-Coast%20Trolley%20will,to%20begin%20in%20late%202021>.

a. Buses: For information on bus routes, contact: For San Diego, visit [www.sdmts.com](http://www.sdmts.com). For North County, call the North San Diego County Transit District (NCTD) at 760.966.6500, or visit [www.gonctd.com](http://www.gonctd.com).

### 3. Vehicle Miles Traveled VMT Subdivision/Redevelopment

Buyer is advised to investigate state and local mandated restrictions on development due to location and vehicle miles traveled (VMT). For further information contact the state and local authority to investigate or visit <https://www.sandiegocounty.gov/content/sdc/pds/SB743.html>.



## D. Air Traffic and Airport Disclosures

Buyer is advised to investigate the area in which the Property is located before purchasing for potential impacts from aircraft noise, flyovers or airports. These disclosures are not an exhaustive list of airports or airfields that may affect county residents.

### 1. Aircraft Noise – General

Buyer and Seller are advised that some areas are subject to noise emitted by military and/or civilian aircraft including helicopters. Properties near a commercial airport or military facility may be impacted by this activity. If a Property is in the vicinity of the following civilian airports or military airfields, further information on the Airport Land Use Commission (ALUC) may be obtained by contacting the San Diego County Regional Airport Authority at <https://www.san.org/Airport-Projects/Land-Use-Compatibility#7121296-alucps>. For information on aircraft noise (flight paths) contact the appropriate airport management:

(a) Agua Caliente Airport, (b) Borrego Valley Airport, (c) Brown Field, (d) Fallbrook Airpark, (e) Gillespie Field, (f) Jacumba, (g) Marine Corps Air Station Miramar, (h) Marine Corps Base Camp Pendleton, (i) McClellan-Palomar, (j) Montgomery Field, (k) Naval Air Station North Island, (l) Naval Outlying Field Imperial Beach, (m) Oceanside, (n) Ocotillo, (o) Ramona, (p) San Diego International, or private airports. Buyer and Seller are further advised that flight paths may be temporarily or permanently altered without notice to affected residents.

### 2. Military Aircraft Noise MCAS Miramar, Camp Pendleton, Naval Air Station North Island, and Naval Outlying Landing Field Imperial Beach

- a. Buyer and Seller are advised that the Property may be located in an area subject to aircraft noise or overflights of aircraft, including aircraft transitioning to and from Marine Corps Air Station (MCAS) Miramar. Aircraft regularly fly over the coast and I-15 corridor to reach Camp Pendleton. Currently, there are no restrictions on the hours of operation for MCAS Miramar, and if necessary, can operate 24 hours a day, seven days a week.
- b. Buyer and Seller are advised that impacts generated by the use of aircraft at MCAS Miramar can affect the use and enjoyment of the Property. Further information may be obtained by reviewing the 2020 Air Installations Compatible Use

Zones (AICUZ) of MCAS Miramar, available at <https://www.miramar.marines.mil/Resources/Encroachment/AICUZ/>.

- c. Buyer and Seller are advised that if the Property is located within the Airport Influence Area (AIA) of MCAS Miramar, MCAS Camp Pendleton, Naval Air Station North Island, or Naval Outlying Landing Field Imperial Beach, military operations may have an impact on the Property.

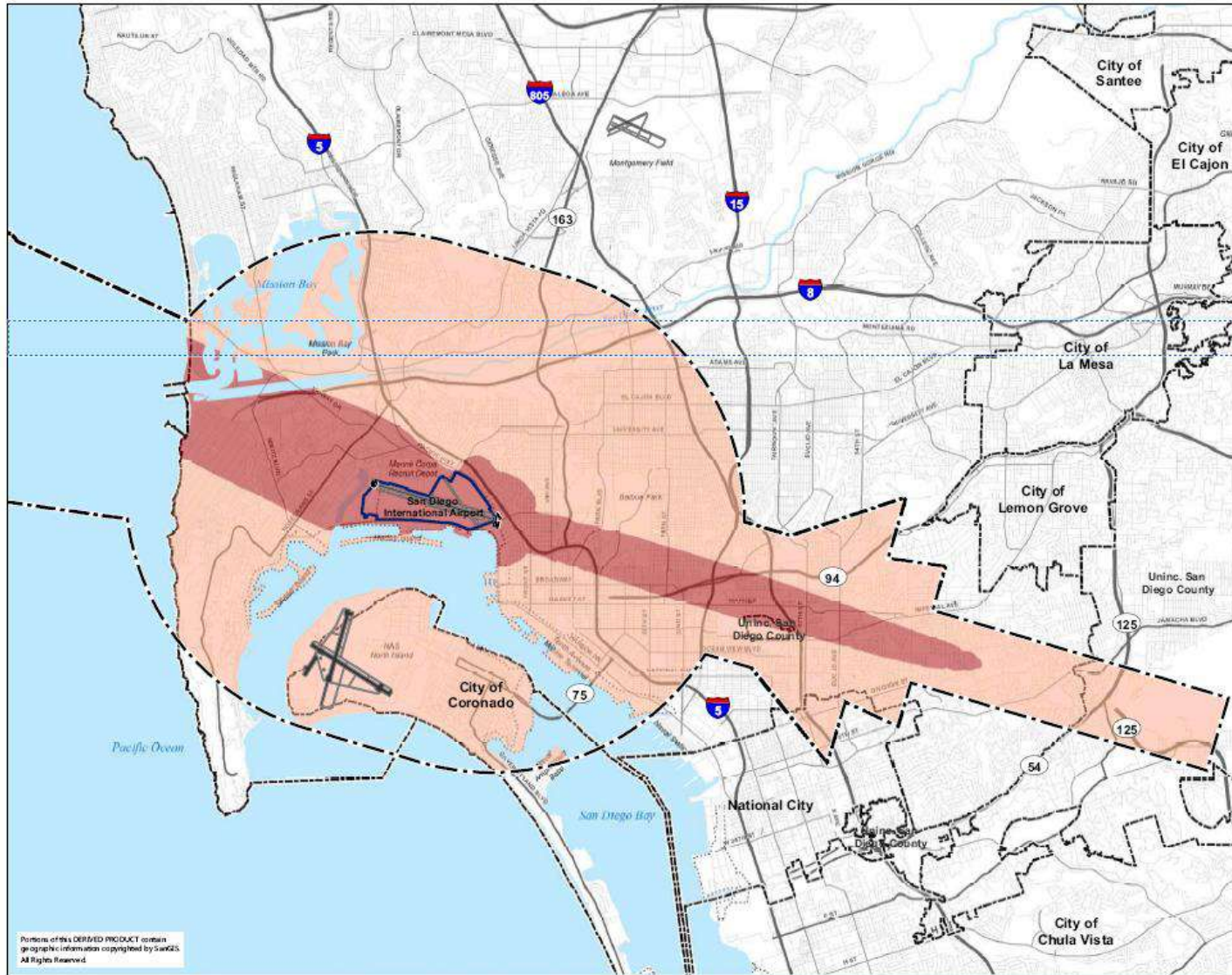
### 3. Proposed Airport Sites & Runway Expansion

Buyer and Seller are advised that the runway at Carlsbad's McClellan-Palomar will likely be extended to accommodate larger jets, possibly causing additional noise and increased traffic. For further information view the updated Regional Aviation Strategic Plan (RASP): <https://www.san.org/Airport-Projects/Regional-Aviation-Strategic-Plan> and the County Airports site: <https://www.sandiegocounty.gov/dpw/airports.html>.

### 4. Air Installation Compatible Use Zone (AICUZ)

The Department of Defense's (DOD) Air Installation Compatible Use Zone (AICUZ) Program is to protect the health, safety, and welfare of those living on and near a military airfield. AICUZ seeks to identify areas near military airfields that might be impacted by noise or aircraft mishaps. If you are considering purchasing a property near such airfields, including in Coronado, Imperial Beach, Point Loma or areas surrounding MCAS Miramar, you are advised to investigate this issue, contact appropriate authorities, and review the following:

- a. The Airport Land Use Compatibility Plan (ALUCP) for Naval Air Station North Island was adopted on October 1, 2020 by San Diego County's Airport Land Use Commission (ALUC) based on the Navy AICUZ. It can be viewed at: <https://www.san.org/Airport-Projects/Land-Use-Compatibility#7121296-alucps>. This ALUCP may mandate the City of Coronado to change the zoning, specific use, and permitting process for parcels located in the zones identified in the AICUZ and ALUCP.
- b. The USMC AICUZ study for Marine Corps Air Station (MCAS) Miramar available at the website: [www.miramar.usmc.mil](http://www.miramar.usmc.mil). Portions of Sorrento Valley, Carmel Valley, and University City are included in what the Marine Corps refer to as Accident Potential Zones.



**LEGEND**

- Major Roads
- Highways
- - - Municipal Boundaries
- ▭ Airport Property Boundary
- ▭ San Diego Unified Port District
- ▭ Planning Jurisdiction Boundary

**Airport Influence Area (AIA)**

- ▭ Airport Influence Area: the AIA is the area within which real estate disclosure is required, under state law.<sup>1</sup>
- ▭ Review Area 1: the combination of the 60 dB CNEL noise contour, the outer boundary of all safety zones, and the Threshold Siting Surfaces (TSSs).
- ▭ Review Area 2: the combination of the airspace protection and overflight boundaries beyond Review Area 1.



Note 1. California Business and Professions Code §11010(a) and (b)(13), California Civil Code §§11025, 1103.4 and 1353, California Code of Civil Procedure §731a.

Sources: San Diego Geographic Information Source (SanGIS), 2008 and 2011 (municipal boundaries, roads and highways); Ricondo & Associates, Inc., January 2012, based on previous steering committee reports (review area 1 and 2 boundaries).

Prepared by: Ricondo & Associates, Inc., October 2013.

**Exhibit 1-1  
Airport  
Influence Area**

Portions of this DERIVED PRODUCT contain geographic information copyrighted by SanGIS. All Rights Reserved.

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### E. Specific Area Disclosures

These disclosures cover various communities and are not exhaustive. Buyer should not assume that any community not listed is free of concerns. Buyer is advised to investigate the area to learn what specific conditions may exist. Because services to the Property are affected by whether the Property is in an incorporated city or unincorporated area of the county, Buyer should verify the Property status.

#### 1. COASTAL

##### a. California Coastal Commission

Buyer and Seller are advised that development or construction on property within the coastal zone may be subject to the jurisdiction and regulations of the California Coastal Commission, or local regulations approved by the Coastal Commission. The coastal zone extends a great distance inland in various areas of San Diego County, depending upon the location of coastal habitat, sloughs, and other waterways affected by ocean tides. The development of beachfront property may also be impacted by the determination of “mean high tide lines” in relation to the boundary lines for beachfront property. For further information, contact the California Coastal Commission at 619.767.2370 or [www.coastal.ca.gov](http://www.coastal.ca.gov). Transfers of leases with the California Coastal Commission for land in the coastal areas may not appear in a preliminary or final title report. Buyer is advised to investigate any impact on the property.

##### b. Coastal Sea Level Rise

Buyer and Seller are advised that coastal communities in the county are working with the California Coastal Commission to address issues related to climate change and sea level rise, including potential changes in flood maps, flood risks and insurance. For more information on how this may impact properties adjacent to the ocean, including any mitigation plans, contact the local jurisdiction handling this issue. Also, visit <https://www.coastal.ca.gov/climate/slr/>.

##### c. Coastal View Restrictions

Buyer and Seller are advised that various properties in San Diego County, including those on the coast and those subject to the Midway Height Restrictions may have governmental development or height restrictions to preserve views. Buyer is advised to contact the appropriate government authority on such restrictions.

##### d. Camp Pendleton

Buyer and Seller are advised that a live-fire-artillery range exists at the Marine Corps Base, Camp Pendleton. Periodic training exercises occur at Camp Pendleton which includes the detonation of military ordnance. During training exercises, noise from the artillery and ordnance can be heard in some areas of North San Diego County. For further information, contact Camp Pendleton at 760.725.4111 or visit [www.pendleton.marines.mil](http://www.pendleton.marines.mil). For noise inquiries, contact Range Operations Division Offices at 760.725.0358 during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. After normal business hours (and weekends), contact the Command Duty Officer at 760.725.5061.

##### e. Coronado Island (City of Coronado)

Buyer and Seller are advised that:

- i. **Naval Base Coronado.** This base comprises North Island Naval Station, Naval Amphibious Base Coronado, Outlying Landing Field Imperial Beach, and a number of other small facilities. Military ordnance, possibly including nuclear weapons, may be stored at these facilities. Nuclear powered warships moor at NAS North Island. For more information about Naval Base Coronado, visit its website: [www.cniv.navy.mil/regions/cnrsw/installations/navbase\\_coronado.html](http://www.cniv.navy.mil/regions/cnrsw/installations/navbase_coronado.html)
- ii. **Traffic.** Traffic to and from Naval Base Coronado can be heavy including on the bridge and particularly on the following streets: First, Third, Fourth, Orange, Alameda, Ocean, Pomona, and Silver Strand Boulevard. For more information, visit [www.cniv.navy.mil/coronado/index.htm](http://www.cniv.navy.mil/coronado/index.htm).
- iii. **Development.** City of Coronado development and zoning standards have changed in recent years. Buyer should verify with the City of Coronado any proposed changes to existing structures and/or zoning constraints on new construction. Many structures no longer comply with the current zoning code.



## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

- iv. **Historic Demolition Ordinance.** The City of Coronado has implemented an ordinance which may limit a Buyer's ability to modify or demolish older homes. Homes older than 75 years are automatically subject to City review before any significant changes are allowed. Buyer is urged to consult with the city if demolition or modifications are contemplated.
- v. **Coronado Shores Condominiums.** Of the 10 Coronado Shores buildings, the following five buildings are without fire sprinklers: 1720, 1730, 1760, 1770, and 1830 Avenida del Mundo. These same buildings have tested positive for asbestos. 1830 Avenida Del Mundo has leased rooftop space for wireless communication carriers. Buyers are urged to contact individual building managers for building specific information.
- vi. **Hotel Del Coronado.** The City of Coronado has approved a master plan for expansion of the Hotel Del Coronado. Construction is active. Details can be found at [www.coronado.ca.us](http://www.coronado.ca.us); <https://masterplan2022.hoteldel.com/>.

## 2. NORTH COUNTY INLAND

### a. Fallbrook (Unincorporated)

Buyer and Seller are advised that:

- i. **Naval Weapons Station.** The Naval Weapons Station stores explosives munitions, including napalm, and is located along the westerly boundary of Fallbrook. For further information, contact 760.731-3609, or [www.cnic.navy.mil](http://www.cnic.navy.mil). (See also Sections D.2 and E.1.b, above.)
- ii. **Public Utility District.** If the utility account of previous owner of a Property within the Fallbrook Public Utility District is closed, delinquent or remains unpaid, the amount due will be transferred to the new owner of the Property after normal collection procedures are exhausted. As a result, and to prevent conflict, the district will accept payment of closing bills through escrow. For further information, obtain the status of a Property's account by calling the District's Customer Service number at 760.728-1125. Additional information is at [www.fpod.com](http://www.fpod.com).

### b. Bonsall (Unincorporated)

Buyer and Seller are advised that a mushroom farm is located in Bonsall between Old River Road and Gopher Canyon Road, under certain atmospheric con-

ditions, odors can emanate from the mushroom farm and may affect properties in the area.

### c. Carmel Mountain Ranch and Rancho Penasquitos

Buyer and Seller are advised that large residential developments are occurring in these communities where the now-closed golf courses were located. For more information, visit: The Trails at Carmel Mountain Ranch at [www.thetrailsatcmr.com](http://www.thetrailsatcmr.com) and The Junipers at [www.connecttheglens.com/](http://www.connecttheglens.com/).

### d. Escondido (City of Escondido)

Buyer and Seller are advised that:

- i. **Agricultural Activity and Odors.** Areas of Escondido may contain farms, chicken ranches, horse ranches and dairies. As a result, there may be odors and noise from these activities that affect a property.
- ii. **Chatham Brothers Barrel Yard.** The Chatham Brothers Barrel Yard, once used as a solvent recycling facility and oil drum storage area, is located near the intersection of Gamble Lane and Bernardo Avenue. Designated a hazardous waste site, it is subject to an ongoing State cleanup project. In 1987 the County of San Diego established an area around the site within which proposed residential projects required special review. Residential construction has been approved within that area. For further information, contact the Project Manager, California Environmental Protection Agency, Department of Toxic Substances Control at (800) 728-6942, or visit [www.dtsc.ca.gov/database](http://www.dtsc.ca.gov/database) and request a search on Document ID 37490029.

### e. Ramona (Unincorporated)

Buyer and Seller are advised that:

- i. **Noise, Barona Raceway and Off-Road Vehicles.** Potential noise exists from farms, ranches, factories, animals, civilian/military aircraft, heavy equipment, off-road vehicles, motorcycles, schools, and related activities. Marine helicopters and other aircraft from MCAS Miramar may travel over this area. See Section D.2 above. The Ramona Airport has a variety of aircraft that use the facility, including the California Department of Forestry.
- ii. **Odors, Fumes and Dust.** Potential odors and fumes exist from county waste facilities, farms, ranches and residences, herbicides, pesticides, chemical fertilizers, and soil amendments.

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

- iii. **Environmental Concerns.** Ramona strictly enforces the rules regarding the use of private waste disposal or septic systems. See B.12 above.
- iv. **Sewage.** The Ramona Municipal Water District operates the water, sewer, and all related systems in the Ramona area. An expansion and upgrading of the sewer system may be necessary in the future and may affect the ability to connect to the sewer. Some unimproved lots in the San Diego Country Estates and Ramona may not have the ability to hook up to the public sewer system or may be subject to special fees or assessments. There may be additional fees in the future. For further information, contact the Water District to verify sewer availability for a Property. A Property that is not hooked up to the sewer will need to have a septic system to construct a home. Not all properties can support a septic system. For more information, visit [www.rmwd.org](http://www.rmwd.org) or call (760) 789-1330.
- v. **Unavailability of Natural Gas.** Natural gas is not yet readily available in Ramona and, therefore, propane is used. Propane tanks are available for purchase or lease from vendors.
- vi. **Explosive Ordnance.** Areas in and immediately around the Ramona Airport have been used in the past (1942 through 1946) by the military for bombing practice. Some live, unexploded military ordnance has been found and other ordnance may exist.

#### f. **Rancho Bernardo (City of San Diego)**

Buyer and Seller are advised that:

- i. **Groundwater Seepage.** There are areas in Rancho Bernardo where groundwater emerges, even in summertime, including certain areas of the Seven Oaks subdivision.
- ii. **Methane Gas.** See SBSA Paragraph A.2.
- iii. **Soils.** Rancho Bernardo is known to have significant areas of expansive soils. Any area that has had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See SBSA, Paragraphs 3 and 9 on Geologic Hazards and Soils Conditions.
- iv. **Poway Unified School District.**  
See next paragraph.

#### g. **Poway Unified School District**

Buyer and Seller are advised that owners of properties in the Poway Unified School District, except those in Mello-Roos assessment districts, are annually assessed \$55 per \$100,000 of the assessed property value for school bonds approved by the district's voters in November 2002 (Proposition U). For further information, visit the school district's website at [www.powayusd.com](http://www.powayusd.com).

#### h. **Rancho Santa Fe / Del Rayo (Unincorporated)**

Buyer and Seller are advised that the Rancho Santa Fe area is known to have significant areas of expansive soils. Any areas (such as the greater Fairbanks Ranch area) have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See Section B.5 Cell Phone Towers. A soil reported dated January 13, 1992, prepared by MV Engineering, Inc., concluded that a soils problem exists with the retaining wall behind 5867, 5859, 5851, and 5843 Saratoga Corte (lots 36-39, inclusive), in the Del Rayo Downs development.

#### i. **Fairbanks Ranch (Unincorporated)**

Buyer and Seller are advised that that there are easement areas throughout Fairbanks Ranch, including various open space easement requirements that may be applicable to the Property. For further information, review a preliminary title report and contact the Fairbanks Ranch Association at 858.756.4415 or [www.fairbanksranch.org](http://www.fairbanksranch.org). Additionally, there is fill soil on many lots in Fairbanks Ranch, and soils problems on specific lots may affect a lot's suitability for development. See paragraph 3 of the Statewide Buyer and Seller Advisory. Additionally, Fairbanks Ranch is a private community, managed by and through its homeowner's association, and subject to applicable CC&Rs and Bylaws. See Section A.6 above. This includes multiple amenities throughout the community, including the Fairbanks Ranch Equestrian Center, that buyer should investigate. [www.thefairbanksranch.com](http://www.thefairbanksranch.com).



## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### 3. EAST COUNTY

#### a. Santee (City of Santee)

Buyer and Seller are advised that:

- i. Las Colinas Women's Jail is located in Santee.
- ii. Sycamore Landfill may be expanded.
- iii. For information on these and other matters in Santee, visit [www.cityofsanteeca.gov](http://www.cityofsanteeca.gov).

#### b. Fletcher Hills (City of El Cajon)

Buyer and Seller are advised that portions of the Fletcher Hills in the area of El Cajon have been designated as an ancient landslide area and may contain unstable soils conditions. See SBSA, paragraph 4 and 9, on Geological Hazards Soils and Geological Conditions.

#### c. Julian

Buyer and Seller are advised that water in this area, including water districts, is serviced entirely by wells. For more information, contact the local water authority.

#### d. Ramona

Buyer and Seller are advised that, similar to wineries through out the county, wineries in this community may hold music events which create noise and traffic during those times. Buyer is advised to investigate this issue.

#### e. Rancho Santa Teresa Estates

Buyer and Seller are advised that water in this area, including the applicable water district, is serviced entirely by wells. For more information, contact the local water authority.

### 4. SAN DIEGO (City of San Diego)

#### a. Tierrasanta

Buyer and Seller are advised that:

- i. **Explosive Ordnance.** The Tierrasanta community was previously the site of a World War II military training base. Some live, unexploded military ordnance has been found and is known to exist in the open space and canyon areas of Tierrasanta and may underlie other areas of the community. A comprehensive program to clean up this ordnance began in 1990 and was completed in 1994. Caution is required when traveling in the canyons and Mission Trails Park areas.

#### b. Navajo/San Carlos Area

Buyer and Seller are advised that due to a high incidence of landslides over the past few years, the City of San Diego has established a geological hazard area

in the Navajo community bounded by Mission Gorge Road, Golfcrest Drive, Navajo Road, Waring Road and Princess View Drive in San Diego. Development in this area may be restricted by City requirements for geologic reports and warranties against landslides.

#### c. Downtown San Diego

Buyer and Seller are advised that:

- i. **Traffic and Noise.** Downtown San Diego (including the Gaslamp Quarter) is subject to noise from trolleys, trains, and heavy traffic at times, especially when there is a baseball game or other event at Petco Park, San Diego Convention Center, Rady Shell at Jacobs Park, Waterfront Park. There are also other events such as Comic-con, Mardi Gras, symphony Summer Pops Concerts, marathons, and music, and sports events that cause street closures and other traffic problems, noise, including fireworks, etc.

- ii. **New Buildings.** Views may be altered or obstructed by new buildings, parks, trees, and other projects. From time to time, there are noise issues related to construction.

- iii. **Homelessness.** Downtown and adjacent areas have a population of people experiencing homelessness. Programs exist to service this population, including for temporary housing, food distribution centers and healthcare outreach facilities.

- iv. **Governments.** Downtown is home to administrative offices of the City of San Diego, the County of San Diego, the State of California, and the U.S. (federal) government, including the U.S. District Court, IRS, Navy, Customs, Social Service Administration, and others. Both the federal government and the County operate correctional facilities downtown. For specific information, visit the websites of the appropriate agencies.

- v. **Information.** For more information, visit the website of the agency in question. Information may also be obtained from Civic San Diego at 619.235.2200 or visit [www.civicsd.com](http://www.civicsd.com). For Gaslamp Quarter events: [www.gaslamp.org](http://www.gaslamp.org).

## LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

### 5. SOUTH COUNTY

#### a. Chula Vista

Buyer and Seller are advised that:

- i. **North Island Credit Union Amphitheater** (located in South Chula Vista) creates noise from concerts and events, as well as traffic, which may impact properties in the area.
- ii. **Aquatica Waterpark** which will be renamed to Sesame Place in 2022 is located in South Chula Vista.
- iii. **Tijuana International Airport** is located approximately five miles south of the U.S.-Mexico border.
- iv. **Trolley Lines** are proposed from time to time in the area. Check with mass transit for the most current information. For more information refer to Section A.10.
- v. **Bayfront Development.** Both Chula Vista and National City are subject to bayfront development. For more information, visit [www.portof-sandiego.org/chulavistabayfront](http://www.portof-sandiego.org/chulavistabayfront).
- vi. **Eastern Urban Center** is located in Otay Ranch. For more information visit: [www.projectdesign.com/projects-eastern-urban-center.html](http://www.projectdesign.com/projects-eastern-urban-center.html)

#### b. All Border Areas -- Impacts from Mexico

- i. South County may experience air, water, sewage, beach closures, and noise pollution from activities in Mexico/Tijuana River. For information on air pollution go to [www.sdapcd.org](http://www.sdapcd.org). For water pollution, go to [www.waterboards.ca.gov/sandiego/](http://www.waterboards.ca.gov/sandiego/).
- ii. Buyer should evaluate the impact to the Property that illegal crossings along the U.S.-Mexico border may have, as well as any new construction or activity along the border. For further information, visit [www.usborderpatrol.com](http://www.usborderpatrol.com)

### 6. DESERT

#### a. Salton Sea

The Salton Sea, east of Borrego Springs, occasionally experiences wind conditions that cause odors to be transmitted from the Salton Sea to the Borrego Valley. For more information, visit the County of San Diego website: [www.saltonseaauthority.org](http://www.saltonseaauthority.org).

#### b. Borrego Water District

Borrego Water District (“BWD”) has filed a “comprehensive adjudication” entitled *Borrego Water District v. All Persons Who Claim A Right To Extract Groundwater In The Borrego Valley Groundwater Subbasin No. 7.024-01 Whether Based On Appropriation, Overlying Right, Or Other Basis Of Right, And/Or Who Claim A Right To Use Of Storage Space In The Subbasin; et al.*, Orange County Superior Court Case No. 37-2020-000057761 (the “Borrego Adjudication”) to determine all groundwater rights, whether based on appropriation, overlying right, or other basis of right, and use of storage space in the Borrego Springs Groundwater Subbasin (“Basin”). The Borrego Adjudication was filed under California's Comprehensive Groundwater Adjudication Statute (Code of Civil Procedure sections 830 et al.) which grants the court the power to declare the groundwater rights of all persons who pump or store groundwater in the Basin, including the priority, amount, purposes of use, extraction location, place of use of the water, and use of storage space in the basin, together with appropriate injunctive relief, subject to terms adopted by the court to implement a physical solution. (Civil Code §834)

---

**If you are aware of any local disclosure that should be included in this booklet and is not, please contact the SDAR Risk Management Department via e-mail at [legal@sdar.com](mailto:legal@sdar.com). Thank you.**



LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

SIGNATURE PAGE

The LAD does not list all conditions in San Diego County that may affect the Property. There may also be new conditions since the LAD was published, or particular conditions of concern to the Buyer. BUYER SHOULD INVESTIGATE AND OBTAIN ADDITIONAL INFORMATION ON ALL ISSUES OF CONCERN, AND NOT RELY SOLELY ON THE INFORMATION RECEIVED FROM SELLER AND BROKERS. SHOULD BUYER FAIL TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS.

Buyer and Seller are encouraged to read all 16 pages of the LAD carefully. By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of all 16 pages of the LAD.

BUYERS

Date

Date

Buyer Signature

Buyer Signature

Buyer Printed Name

Buyer Printed Name

SELLERS

12/20/2022 | 12:38 PM PST

12/20/2022 | 1:48 PM PST

Date

Date

DocuSigned by:

Jonathan Bolin

C8E83160CB524FD...

Seller Signature

DocuSigned by:

Rochelle Bolin

EF7427...

Seller Signature

Jonathan Bolin

Seller Printed Name

Rochelle Bolin

Seller Printed Name



**TRUST ADVISORY**  
**For Properties Being Sold by the Trustee of a Trust**  
(C.A.R. Form TA, Revised 12/21)

Property Address: 2732 2nd Ave D3, San Diego, CA 92106 ("Property").

Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. **If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.**

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

- A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- G. Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.
- H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
- I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

(With Listing) Broker's Initials MB

(With RPA) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

© 2021, California Association of REALTORS®, Inc.

Seller's Initials DS DS

TA Revised 12/21 (PAGE 1 OF 2)

JB RB



**TRUST ADVISORY (TA PAGE 1 OF 2)**

2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

A. (i) Disclosure Statements: Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.

(ii) If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if (1) the Seller is a natural person, AND (2) the trust is a revocable trust, AND (3) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

B. Other Exemptions: Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello- Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form.

C. Exempt Seller Disclosures: Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

3. OTHER CONSIDERATIONS:

A. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

B. Death: If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. BROKERS:

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.

Seller Jonathan Bolin Jonathan Bolin Date 12/20/2022 | 12:38 PM
Seller Rochelle Bolin Rochelle Bolin Date 12/20/2022 | 1:48 PM

AT TIME OF LISTING
Real Estate Broker Coldwell Banker west
By [Signature] Date 12/19/2022 | 11:27 AM

AT TIME OF SALE
Buyer Date
Buyer Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020







REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR Listing Agreement, Other

dated for the property known as 2732 2nd Ave D3, San Diego, CA 92106 between Jonathan Bolin, Rochelle Bolin

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): dated

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached.

C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship, identified by Superior Court Case name as Case # (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: DocuSigned by: Jonathan Bolin Date: 12/20/2022 | 12:38 PM P (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Jonathan Bolin Title: Trustee DocuSigned by: Rochelle Bolin Date: 12/20/2022 | 1:48 PM P (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Rochelle Bolin Title: Trustee

Acknowledgement of Receipt by Other Party:

AT TIME OF SALE Seller and ("Buyer") are parties to a Purchase Agreement dated for property known as 2732 2nd Ave D3, San Diego, CA 92106. Buyer Date Buyer Date



**AT TIME OF LISTING AGREEMENT**

Seller and Coldwell Banker west ("Seller's Broker")

are parties to a Listing Agreement dated \_\_\_\_\_ .


Real Estate Broker Coldwell Banker west

By 

Date 12/19/2022 | 11:27 AM PS

DocuSigned by:  
CF4C043D44994D8...

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

 Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

**RCSD-S REVISED 12/21 (PAGE 2 OF 2)**



**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**

# **Parkwest Condominium Association**

*interim financial report  
prepared for the operating month of:*  
**December, 2019**

*the following reports have been  
included in this presentation:*

**Balance Sheet**  
**Income Statement with Budget**  
**12-Month Income Statement**  
**Reserves/Activity**  
**Invoice List**  
**Accounts Payable Reports**  
**Bank Account Reconciliations**  
**Bank Statements (Popular Bank)**

---

*All Financials based upon Fiscal Year of January - December*

**T H E**  
**HELM**  
**M A N A G E M E N T C O.**

This financial report presentation has been provided by The Helm Management Co. and is intended only for the recipient or recipients affiliated with the above entitled project. If you have received this report in error, please call (619) 589-6222 and notify a member of the staff of The Helm Management Co., who will ask that you either return or destroy this package.

**Balance Sheet - Operating**  
 Parkwest Condominium Association  
 End Date: 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 1

**Assets**

Cash in Bank		
12-12200-01-01 Parkwest-Operating-BPOP	\$28,234.14	
12-12360-02-01 Parkwest-Reserves-BPOP	86,284.95	
	<hr/>	\$114,519.09
Total Cash in Bank:		
Accounts Receivable		
13-13100-00-01 Assessments, Late Charges and Billing Charges	5,981.40	
	<hr/>	\$5,981.40
Total Accounts Receivable:		
<b>Total Assets:</b>		<b>\$120,500.49</b>

**Liabilities & Equity**

Accounts Payable		
20-20130-00-01 Trade	6,540.25	
	<hr/>	\$6,540.25
Total Accounts Payable:		
22-22400-00-01 Prepaid Assessments	1,220.00	
Owner Equity		
26-26100-00-01 Provisions for Future Replacement	50,139.21	
26-26200-00-01 Provisions for Special Assessments	40,567.75	
26-27400-00-01 Owner Equity Prior	16,350.13	
	<hr/>	\$107,057.09
Total Owner Equity:		
Net Income Gain / Loss	5,883.15	
	<hr/>	\$5,883.15
<b>Total Liabilities &amp; Equity:</b>		<b>\$120,500.49</b>



**Income Statement - Operating**  
**Parkwest Condominium Association**  
**12/31/2019**

Date: 1/23/2020

Time: 2:54 pm

Page: 1

Description	Current Period			Year-to-date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
40025-00 Assessments	\$6,930.00	\$6,930.00	\$-	\$83,160.00	\$83,160.00	\$-	\$83,160.00
40175-00 Late, Lien and Billing Charges	-	5.00	(5.00)	(4.50)	60.00	(64.50)	60.00
40200-00 Common Area Access Devices	-	5.00	(5.00)	-	60.00	(60.00)	60.00
40235-00 Move In and Move Out Fee	-	17.00	(17.00)	200.00	204.00	(4.00)	204.00
40250-00 Interest	46.65	21.00	25.65	511.83	252.00	259.83	252.00
40250-00 Laundry	280.00	170.00	110.00	2,173.75	2,040.00	133.75	2,040.00
<b>Total Income</b>	<b>\$7,256.65</b>	<b>\$7,148.00</b>	<b>\$108.65</b>	<b>\$86,041.08</b>	<b>\$85,778.00</b>	<b>\$263.08</b>	<b>\$85,778.00</b>
<b>General &amp; Administrative</b>							
58075-04 Insurance	796.74	850.00	51.26	9,445.69	10,200.00	754.31	10,200.00
58100-04 Audit and Tax Preparation	-	88.00	88.00	1,095.00	1,058.00	(38.00)	1,058.00
58125-04 State and Federal Taxes	-	17.00	17.00	-	204.00	204.00	204.00
58200-04 Legal	382.50	83.37	(299.13)	2,839.20	1,000.44	(1,838.76)	1,000.44
58210-04 Reserve Study	-	25.00	25.00	240.00	300.00	60.00	300.00
58225-04 Management Fee	570.00	570.00	-	6,840.00	6,840.00	-	6,840.00
58250-04 Licenses, Permits and Fees	510.00	125.00	(385.00)	1,685.45	1,500.00	(185.45)	1,500.00
58350-04 Postage, Copies and Office Supplies	207.74	33.00	(174.74)	523.41	398.00	(127.41)	398.00
<b>Total General &amp; Administrative</b>	<b>\$2,468.98</b>	<b>\$1,791.37</b>	<b>(\$677.61)</b>	<b>\$22,668.75</b>	<b>\$21,496.44</b>	<b>(\$1,172.31)</b>	<b>\$21,496.44</b>
<b>Services</b>							
60025-0E Landscape	225.00	430.00	205.00	2,700.00	5,160.00	2,460.00	5,160.00
60050-0E Tree Trimming	-	125.00	125.00	1,000.00	1,500.00	500.00	1,500.00
80100-0E Pest Control	99.00	96.00	(3.00)	1,188.00	1,152.00	(36.00)	1,152.00
80125-0E Janitorial	400.00	400.00	-	4,800.00	4,800.00	-	4,800.00
60150-0E Window Washing	-	117.00	117.00	1,405.00	1,404.00	(1.00)	1,404.00
60180-0E Elevator	-	200.00	200.00	2,478.34	2,400.00	(78.34)	2,400.00
60475-0E Fire Extinguishers	-	25.00	25.00	109.67	300.00	190.33	300.00
<b>Total Services</b>	<b>\$724.00</b>	<b>\$1,393.00</b>	<b>\$669.00</b>	<b>\$13,681.01</b>	<b>\$16,716.00</b>	<b>\$3,034.99</b>	<b>\$16,716.00</b>
<b>Repairs &amp; Maintenance</b>							
68100-0E Electrical Repair	-	22.00	22.00	219.80	264.00	44.40	264.00
68110-0E Gate Repair	200.00	27.00	(173.00)	460.00	324.00	(136.00)	324.00
68125-0E Plumbing Repair	-	167.00	167.00	1,343.75	2,004.00	660.25	2,004.00
68175-0E Common Area Repair	412.50	288.00	(124.50)	2,908.77	3,456.00	546.23	3,456.00
68200-0E Gutter Cleaning	-	8.63	8.63	-	103.56	103.56	103.56
<b>Total Repairs &amp; Maintenance</b>	<b>\$612.50</b>	<b>\$512.63</b>	<b>(\$99.87)</b>	<b>\$4,933.12</b>	<b>\$6,151.56</b>	<b>\$1,218.44</b>	<b>\$6,151.56</b>
<b>Supplies</b>							
70010-1C Lock & Keys	-	5.00	5.00	23.77	60.00	36.23	60.00
70025-1C Landscaping Supplies	-	30.00	30.00	21.54	360.00	338.46	360.00
70075-1C Janitorial Supplies	-	18.00	18.00	706.03	216.00	(490.03)	216.00
70100-1C Paint Supplies	-	25.00	25.00	-	300.00	300.00	300.00
70125-1C Electrical and Hardware Supplies	240.80	40.00	(200.80)	510.92	480.00	(30.92)	480.00
<b>Total Supplies</b>	<b>\$240.80</b>	<b>\$118.00</b>	<b>(\$122.80)</b>	<b>\$1,262.26</b>	<b>\$1,416.00</b>	<b>\$153.74</b>	<b>\$1,416.00</b>
<b>Utilities</b>							
76050-1C Water & Sewer	1,029.00	960.00	(69.00)	8,713.22	11,520.00	1,806.78	11,520.00
76075-1C Electricity	468.13	503.00	34.87	5,534.37	6,036.00	501.63	6,036.00
76125-1C Telephone	85.51	85.00	(0.51)	1,145.20	1,020.00	(125.20)	1,020.00
<b>Total Utilities</b>	<b>\$1,582.64</b>	<b>\$1,548.00</b>	<b>(\$34.64)</b>	<b>\$16,392.79</b>	<b>\$18,576.00</b>	<b>\$2,183.21</b>	<b>\$18,576.00</b>
<b>Reserves</b>							
82100-14 Reserves	1,785.00	1,785.00	-	21,420.00	21,420.00	-	21,420.00





**Income Statement - Operating**  
 Parkwest Condominium Association  
 12/31/2019

Date: 1/23/2020  
 Time: 2:54 pm  
 Page: 2

Description	Current Period			Year-to-date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Total Reserves	\$1,785.00	\$1,785.00	\$0.00	\$21,420.00	\$21,420.00	\$0.00	\$21,420.00
COMBINED NET INCOME	(\$157.27)	\$0.00	(\$157.27)	\$5,683.15	\$0.00	\$5,683.15	\$0.00



## Income Statement Summary - Operating

Parkwest Condominium Association

Fiscal Period: December 2019

Account	January	February	March	April	May	June	July	August	September	October	November
<b>OPERATING INCOME</b>											
<b>Income</b>											
40025-00-00 Assessments	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00	\$6,930.00
40175-00-00 Late, Lien and Billing Charges	-	-	(4.50)	-	-	-	-	-	-	-	-
40235-00-00 Move In and Move Out Fee	-	-	100.00	-	-	-	100.00	-	-	-	-
40250-00-00 Interest	44.65	42.23	30.27	21.12	39.67	38.89	48.53	48.54	49.91	52.04	51.00
40260-00-00 Laundry	-	-	466.00	-	408.00	-	-	607.75	-	-	412.00
<b>Total Income</b>	<b>6,974.65</b>	<b>6,972.23</b>	<b>7,621.77</b>	<b>6,951.12</b>	<b>7,377.67</b>	<b>6,968.89</b>	<b>7,078.53</b>	<b>7,584.29</b>	<b>6,979.91</b>	<b>6,982.04</b>	<b>7,393.00</b>
<b>Total OPERATING INCOME</b>											
<b>OPERATING EXPENSE</b>											
<b>General &amp; Administrative</b>											
58075-04-00 Insurance	781.84	781.84	781.84	781.84	781.84	781.84	781.84	781.78	794.83	798.74	798.00
58100-04-00 Audit and Tax Preparation	-	-	-	-	-	1,095.00	-	-	-	-	-
58200-04-00 Legal	-	-	250.00	-	-	250.00	-	84.00	1,331.20	250.00	291.00
58210-04-00 Reserve Study	-	240.00	-	-	-	-	-	-	-	-	-
58225-04-00 Management Fee	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00
58250-04-00 Licenses, Permits and Fees	90.00	100.00	90.00	285.45	90.00	90.00	90.00	90.00	90.00	90.00	90.00
58350-04-00 Postage, Copies and Office Supplies	17.20	34.47	27.90	81.27	6.00	28.10	6.70	45.45	6.60	42.58	20.00
<b>Total General &amp; Administrative Services</b>	<b>1,459.04</b>	<b>1,726.31</b>	<b>1,719.74</b>	<b>1,698.86</b>	<b>1,447.84</b>	<b>2,814.94</b>	<b>1,447.54</b>	<b>1,571.21</b>	<b>2,792.63</b>	<b>1,751.32</b>	<b>1,770.00</b>
<b>Services</b>											
60025-05-00 Landscape	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00
60050-05-00 Tree Trimming	-	-	-	-	-	-	-	-	1,000.00	-	-
60100-05-00 Pest Control	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00
60125-05-00 Janitorial	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
60160-05-00 Window Washing	-	-	-	-	-	-	1,405.00	-	-	-	-
60180-05-00 Elevator	-	942.50	-	-	-	-	-	-	-	1,535.84	-
60475-05-00 Fire Extinguishers	-	-	109.67	-	-	-	-	-	-	-	-
<b>Total Services</b>	<b>724.00</b>	<b>1,666.50</b>	<b>633.67</b>	<b>724.00</b>	<b>724.00</b>	<b>724.00</b>	<b>2,129.00</b>	<b>724.00</b>	<b>1,724.00</b>	<b>2,269.84</b>	<b>724.00</b>
<b>Repairs &amp; Maintenance</b>											
68100-09-00 Electrical Repair	-	-	-	-	219.60	-	-	-	-	-	-
68110-09-00 Gate Repair	-	-	-	-	-	-	250.00	-	-	-	-
68125-09-00 Plumbing Repair	1,147.50	-	-	-	198.25	-	-	-	-	-	-
68175-09-00 Common Area Repair	-	-	-	-	337.34	-	579.57	180.00	-	440.00	950.00



### Income Statement Summary - Operating

Parkwest Condominium Association

Fiscal Period: December 2019

Account	January	February	March	April	May	June	July	August	September	October	November
<b>Total Repairs &amp; Maintenance</b>	<b>\$1,147.60</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$753.19</b>	<b>\$-</b>	<b>\$639.67</b>	<b>\$190.00</b>	<b>\$-</b>	<b>\$440.00</b>	<b>\$950</b>
<b>Supplies</b>											
70010-10-00 Lock & Keys	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$23.
70025-10-00 Landscaping	-	-	-	-	-	-	21.54	-	-	-	-
<b>Supplies</b>											
70075-10-00 Janitorial	-	-	-	17.73	-	-	-	-	-	-	688.
<b>Supplies</b>											
70125-10-00 Electrical and	-	-	-	13.96	-	-	167.60	-	-	66.22	22.
Hardware Supplies	-	-	-	31.69	-	-	188.14	-	-	66.22	734
<b>Total Supplies</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>31.69</b>	<b>-</b>	<b>-</b>	<b>188.14</b>	<b>-</b>	<b>-</b>	<b>66.22</b>	<b>734</b>
<b>Utilities</b>											
76050-13-00 Water & Sewer	566.33	760.00	594.15	677.00	787.93	732.00	832.63	783.00	893.30	838.00	1,219.
76075-13-00 Electricity	489.36	402.00	433.97	397.55	447.89	495.04	525.93	526.00	430.19	472.52	465.
76125-13-00 Telephone	83.98	83.98	83.98	83.60	83.60	83.60	215.31	85.31	85.31	85.51	86.
<b>Total Utilities</b>	<b>1,119.67</b>	<b>1,245.98</b>	<b>1,112.10</b>	<b>1,158.15</b>	<b>1,319.42</b>	<b>1,310.64</b>	<b>1,573.87</b>	<b>1,394.31</b>	<b>1,408.80</b>	<b>1,396.03</b>	<b>1,771</b>
<b>Reserves</b>											
82100-14-00 Reserves	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.00	1,785.
<b>Total Reserves</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785.00</b>	<b>1,785</b>
<b>Total OPERATING EXPENSE</b>	<b>8,238.21</b>	<b>8,423.78</b>	<b>8,460.51</b>	<b>6,397.40</b>	<b>6,029.45</b>	<b>6,634.58</b>	<b>7,964.12</b>	<b>6,684.62</b>	<b>7,710.43</b>	<b>7,688.41</b>	<b>7,735</b>
<b>Net Income:</b>	<b>739.47</b>	<b>548.44</b>	<b>2,071.26</b>	<b>1,553.72</b>	<b>1,348.22</b>	<b>334.11</b>	<b>(885.69)</b>	<b>1,919.77</b>	<b>(730.52)</b>	<b>(716.37)</b>	<b>(342)</b>

## General Ledger Trial Balance with Details

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 1



Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance
12-12200-01-00	Parkwest-Operating-BPOP	\$27,487.66	\$11,786.87	\$11,040.39	\$26,234.14
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1356783	\$ -	\$ 570.00	Parkwest-Operating-BPOP Inv # 108115; Helm Management Co., The Chk # 0 Inv: 108115 Helm Management Co., The	
12/02/2019	1359933	769.60	-	Deposit from batch 58585 \$384.60 Assessment - Special Unit A-3 2726 Second Avenue (07902726000A3) \$385.00 Assessment - Homeowner Unit A-1 2702 Second Avenue (07902702000A)	
12/02/2019	1360693	385.00	-	Deposit from batch 58597 \$385.00 Assessment - Special Unit F-3 2736 Second Avenue (07902736000F3)	
12/02/2019	1360927	385.00	-	Deposit from batch 58629 \$385.00 Assessment - Homeowner Unit B-2 2716 Second Avenue (07902716000B)	
12/02/2019	1361854	-	2,057.88	Parkwest-Operating-BPOP Inv # wa0524/112219; City Treasurer Chk # 637 Inv: wa0524/112219 City Treasurer	
12/03/2019	1362365	385.00	-	Deposit from batch 58630 \$385.00 Assessment - Homeowner Unit E-2 2722 Second Avenue (07902722000E)	
12/04/2019	1364588	385.00	-	Deposit from batch 58687 \$385.00 Assessment - Homeowner Unit E-3 2734 Second Avenue (07902734000E)	
12/05/2019	1363493	1,988.32	-	Deposit from batch 58593 \$416.66 Assessment - Special Unit C-1 2706 Second Avenue (07902706000C1) \$416.66 Assessment - Special Unit D-1 2708 Second Avenue (07902708000D1) \$385.00 Assessment - Homeowner Unit C-1 2706 Second Avenue (07902706000C) \$385.00 Assessment - Homeowner Unit D-1 2708 Second Avenue (07902708000D) \$385.00 Assessment - Homeowner Unit B-1 2704 Second Avenue (07902704000B)	
12/09/2019	1368767	-	420.00	Parkwest-Operating-BPOP Inv # 1000274481; City Treasurer Chk # 638 Inv: 1000274481 City Treasurer	
12/09/2019	1368769	-	465.13	Parkwest-Operating-BPOP Inv # sd5539/120119; SDG&E Chk # 639 Inv: sd5539/120119 SDG&E	
12/09/2019	1369165	298.68	-	Deposit from batch 58864 \$298.68 Assessment - Homeowner Unit A-2 2714 Second Avenue (07902714000A)	
12/10/2019	1371211	1,186.74	-	Deposit from batch 58975 \$385.00 Assessment - Homeowner Unit E-1 2710 Second Avenue (07902710000E) \$385.00 Assessment - Homeowner Unit D-2 2720 Second Avenue (07902720000D) \$416.74 Assessment - Special Unit D-2 2720 Second Avenue (07902720000D2)	
12/10/2019	1371598	385.00	-	Deposit from batch 58911 \$385.00 Assessment - Homeowner Unit D-3 2732 Second Avenue (07902732000D)	
12/10/2019	1371708	-	70.00	Parkwest-Operating-BPOP Inv # 1575859; CSC Service Works Chk # 640 Inv: 1575859 CSC Service Works	
12/11/2019	1373646	-	44.40	Parkwest-Operating-BPOP Inv # postage oct/nov 2019; Total Funds by Hasler Chk # 641 Inv: postage oct/nov 2019 Total Funds by Hasler	
12/11/2019	1373973	350.00	-	Deposit from batch 59010 \$315.00 Assessment - Homeowner Unit C-2 2718 Second Avenue (07902718000C) \$35.00 PrePaid Unit C-2 2718 Second Avenue (07902718000C2)	
12/11/2019	1374165	385.00	-	Deposit from batch 59071 \$385.00 Assessment - Homeowner Unit B-3 2728 Second Avenue (07902728000B)	
12/12/2019	1375284	-	99.00	Parkwest-Operating-BPOP Inv # 6648066; Lloyd Pest Control Chk # 642 Inv: 6648066 Lloyd Pest Control	
12/13/2019	1376277	-	225.00	Parkwest-Operating-BPOP Inv # 520; Sunrise Landscape Service Chk # 643 Inv: 520 Sunrise Landscape Service	
12/16/2019	1377231	385.00	-	Deposit from batch 59205 \$385.00 Assessment - Homeowner Unit C-3 2730 Second Avenue (07902730000C)	
12/16/2019	1377421	593.33	-	Deposit from batch 59193 \$385.00 Assessment - Homeowner Unit F-1 2712 Second Avenue (07902712000F1) \$208.33 Assessment - Special Unit F-1 2712 Second Avenue (07902712000F1)	

## General Ledger Trial Balance with Details



Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 2

Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance	
12/16/2019	1377587	\$ 385.00	\$ -	Deposit from batch 59234 \$385.00 Assessment - Homeowner Unit F-2 2724 Second Avenue (07902724000F2)		
12/17/2019	1378920	-	6.44	Parkwest-Operating-BPOP Inv # 3040782; Home Depot Credit Services Chk # 844 Inv: 3040782 Home Depot Credit Services		
12/17/2019	1378922	-	400.00	Parkwest-Operating-BPOP Inv # 28066; Ace Janitorial Services, Inc Chk # 645 Inv: 28066 Ace Janitorial Services, Inc		
12/17/2019	1378924	-	400.00	Parkwest-Operating-BPOP Inv # 27866; Ace Janitorial Services, Inc Chk # 646 Inv: 27866 Ace Janitorial Services, Inc		
12/18/2019	1379727	280.00	-	Laundry Income - JF		
12/18/2019	1379901	417.18	-	Deposit from batch 59354 \$417.18 Assessment - Special Unit D-3 2732 Second Avenue (07902732000D3)		
12/18/2019	1379913	420.00	-	Deposit from batch 59326 \$420.00 Assessment - Special Unit A-3 2726 Second Avenue (07902726000A3)		
12/18/2019	1379951	-	796.74	Parkwest-Operating-BPOP Inv # in9120/121119; Allstate Insurance Co Chk # 847 Inv: in9120/121119 Allstate Insurance Co		
12/19/2019	1380483	-	2,358.09	Transfer spec assmts collected 11/19		
12/20/2019	1381331	-	1,785.00	Monthly Reserve Transfer		
12/20/2019	1381968	-	200.00	Parkwest-Operating-BPOP Inv # 51064; A Garage Door & Gate Store Chk # 648 Inv: 51064 A Garage Door & Gate Store		
12/20/2019	1381970	-	62.00	Parkwest-Operating-BPOP Inv # 2070; John Fritzenkotter Chk # 649 Inv: 2070 John Fritzenkotter		
12/21/2019	1383365	-	183.34	Parkwest-Operating-BPOP Inv # 109759; Helm Management Co., The Chk # 0 Inv: 109759 Helm Management Co., The		
12/26/2019	1385323	-	85.51	Parkwest-Operating-BPOP Inv # cox2501/121519; Cox Communications San Diego Chk # 6 Inv: cox2501/121519 Cox Communications San Diego		
12/27/2019	1386399	416.68	-	Deposit from batch 59637 \$416.68 Assessment - Special Unit E-3 2734 Second Avenue (07902734000E3)		
12/27/2019	1386564	801.74	-	Deposit from batch 59616 \$416.74 Assessment - Special Unit F-3 2736 Second Avenue (07902736000F3) \$385.00 PrePaid Unit F-3 2736 Second Avenue (07902736000F3)		
12/30/2019	1387767	-	412.50	Parkwest-Operating-BPOP Inv # 110171; Helm Management Co., The Chk # 0 Inv: 110171 Helm Management Co., The		
12/30/2019	1387916	384.60	-	Deposit from batch 59639 \$384.60 Assessment - Special Unit A-3 2726 Second Avenue (07902726000A3)		
12/30/2019	1388434	-	172.35	Parkwest-Operating-BPOP Inv # 2100; John Fritzenkotter Chk # 651 Inv: 2100 John Fritzenkotter		
12/31/2019	1389060	-	225.00	Parkwest-Operating-BPOP Inv # 525; Sunrise Landscape Service Chk # 652 Inv: 525 Sunrise Landscape Service		
12/31/2019	1389513	800.00	-	Deposit from batch 59728 \$400.00 PrePaid Unit B-2 2716 Second Avenue (07902716000B2) \$400.00 PrePaid Unit A-2 2714 Second Avenue (07902714000A2)		
12-12360-02-00	Parkwest-Reserves-BPOP		162,332.96	4,184.20	80,242.21	86,284.95

Date	GL Ref #	Debit	Credit	Description
12/05/2019	1367098	\$ -	\$ 13,682.25	Parkwest-Reserves-BPOP Inv # 4192253-01; Dynalectric Company Chk # 106 Inv: 4192253-01 Dynalectric Company
12/12/2019	1375600	-	35,750.00	Parkwest-Reserves-BPOP Inv # sda15735003; Otis Elevator Company Chk # 107 Inv: sda15735003 Otis Elevator Company
12/12/2019	1375600	-	30,805.50	Parkwest-Reserves-BPOP Inv # sda16270002; Otis Elevator Company Chk # 107 Inv: sda16270002 Otis Elevator Company
12/19/2019	1380483	2,358.09	-	Transfer spec assmts collected 11/19
12/20/2019	1381331	1,785.00	-	Monthly Reserve Transfer
12/31/2019	1380560	46.65	-	Interest
12/31/2019	1414321	4.46	-	Interest



## General Ledger Trial Balance with Details

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 3



Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance
12/31/2019	1414438 \$ -	\$ 4.46	Interest		
13-13100-00-00	Assessments, Late Charges and Billing Che	9,494.59	6,830.00	10,443.19	5,981.40
<b>Date</b>	<b>GL Ref #</b>	<b>Debit</b>	<b>Credit</b>	<b>Description</b>	
12/01/2019	1001778	\$ 6,930.00	\$ -	Assessment - Homeowner - Batch 45200	
12/01/2019	1357915	-	86.32	Applied Prepaid 07902714000A2	
12/01/2019	1357917	-	70.00	Applied Prepaid 07902718000C2	
12/02/2019	1359933	-	769.60	Deposit from batch 58585	
12/02/2019	1360693	-	365.00	Deposit from batch 58597	
12/02/2019	1360927	-	365.00	Deposit from batch 58629	
12/03/2019	1362365	-	365.00	Deposit from batch 58630	
12/04/2019	1364588	-	365.00	Deposit from batch 58687	
12/05/2019	1363493	-	1,988.32	Deposit from batch 58593	
12/09/2019	1369165	-	298.68	Deposit from batch 58684	
12/10/2019	1371598	-	365.00	Deposit from batch 58911	
12/10/2019	1371211	-	1,186.74	Deposit from batch 58975	
12/11/2019	1373973	-	315.00	Deposit from batch 59010	
12/11/2019	1374165	-	365.00	Deposit from batch 59071	
12/16/2019	1377421	-	593.33	Deposit from batch 59193	
12/16/2019	1377231	-	365.00	Deposit from batch 59205	
12/16/2019	1377587	-	365.00	Deposit from batch 59234	
12/18/2019	1379913	-	420.00	Deposit from batch 59326	
12/18/2019	1379901	-	417.18	Deposit from batch 59354	
12/27/2019	1386564	-	416.74	Deposit from batch 59616	
12/27/2019	1386399	-	416.68	Deposit from batch 59637	
12/30/2019	1387918	-	384.60	Deposit from batch 59639	
15-15090-00-00	Transfer Between Banks	-	2,358.09	2,358.09	-
<b>Date</b>	<b>GL Ref #</b>	<b>Debit</b>	<b>Credit</b>	<b>Description</b>	
12/19/2019	1380485	\$ 2,358.09	\$ -	Transfer Between Banks Transfer spec assmts collected 11/19	
12/19/2019	1380485	-	2,358.09	Transfer Between Banks Transfer spec assmts collected 11/19	
20-20130-00-00	Trade		(16,930.13)	88,508.39	78,118.51 (8,540.25)
<b>Date</b>	<b>GL Ref #</b>	<b>Debit</b>	<b>Credit</b>	<b>Description</b>	
12/01/2019	1356631	\$ -	\$ 570.00	Trade Inv # 108115 Inv: 108115 The Helm Management Co.	
12/01/2019	1356763	570.00	-	Trade Inv # 108115; Helm Management Co., The Chk # 0 Inv: 108115 Helm Management Co., The	
12/01/2019	1367010	1,190.00	-	est ap (Reversal)	
12/01/2019	1368717	-	465.13	Trade Inv # sd5539/120119 Inv: sd5539/120119 SDG&E	
12/01/2019	1370894	-	70.00	Trade Inv # 1575859 Inv: 1575859 CSC Service Works	
12/02/2019	1361854	2,057.88	-	Trade Inv # wa0524/112219; City Treasurer Chk # 637 Inv: wa0524/112219 City Treasurer	
12/02/2019	1368719	-	420.00	Trade Inv # 1000274481 Inv: 1000274481 City Treasurer	
12/03/2019	1375246	-	35,750.00	Trade Inv # sda15735003 Inv: sda15735003 Otis Elevator Company	
12/05/2019	1367098	13,682.25	-	Trade Inv # 4192253-01; Dynalectric Company Chk # 106 Inv: 4192253-01 Dynalectric Company	
12/05/2019	1411842	-	99.00	Trade Inv # 6700695 Inv: 6700695 Lloyd Pest Control	
12/06/2019	1378797	-	6.44	Trade Inv # 3040782 Inv: 3040782 Home Depot Credit Services	
12/09/2019	1368767	420.00	-	Trade Inv # 1000274481; City Treasurer Chk # 636 Inv: 1000274481 City Treasurer	

## General Ledger Trial Balance with Details



Parkwest Condominium Association

Accts: 10-1010-00 To: 95-05250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 4

Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance
12/09/2019	1368769 \$ 465.13	\$ -	Trade Inv # sd5539/120119; SDG&E Chk # 639 Inv: sd5539/120119 SDG&E		
12/10/2019	1371708 70.00	-	Trade Inv # 1575859; CSC Service Works Chk # 640 Inv: 1575859 CSC Service Works		
12/11/2019	1372352 -	44.40	Trade Inv # postage oct/nov 2019 Inv: postage oct/nov 2019 Total Funds		
12/11/2019	1373646 44.40	-	Trade Inv # postage oct/nov 2019; Total Funds by Hasler Chk # 641 Inv: postage oct/nov 2019 Total Funds by Hasler		
12/11/2019	1379828 -	798.74	Trade Inv # in9120/121119 Inv: in9120/121119 Allstate Insurance Co		
12/12/2019	1375244 -	99.00	Trade Inv # 6648066 Inv: 6648066 Lloyd Pest Control		
12/12/2019	1375248 -	30,805.50	Trade Inv # sda16270002 Inv: sda16270002 Otis Elevator Company		
12/12/2019	1375284 99.00	-	Trade Inv # 6648066; Lloyd Pest Control Chk # 642 Inv: 6648066 Lloyd Pest Control		
12/12/2019	1375600 35,750.00	-	Trade Inv # sda15735003; Otis Elevator Company Chk # 107 Inv: sda15735003 Otis Elevator Company		
12/12/2019	1375600 30,805.50	-	Trade Inv # sda16270002; Otis Elevator Company Chk # 107 Inv: sda16270002 Otis Elevator Company		
12/13/2019	1376265 -	225.00	Trade Inv # 520 Inv: 520 Sunrise Landscape Service		
12/13/2019	1376277 225.00	-	Trade Inv # 520; Sunrise Landscape Service Chk # 643 Inv: 520 Sunrise Landscape Service		
12/13/2019	1399348 -	4,560.75	Trade Inv # 4192253-02 Inv: 4192253-02 Dynalectric Company		
12/15/2019	1378799 -	400.00	Trade Inv # 28066 Inv: 28066 Ace Janitorial Services, Inc		
12/15/2019	1384851 -	85.51	Trade Inv # cox2501/121519 Inv: cox2501/121519 Cox Communications San Diego		
12/17/2019	1378795 -	400.00	Trade Inv # 27866 Inv: 27866 Ace Janitorial Services, Inc		
12/17/2019	1378920 6.44	-	Trade Inv # 3040782; Home Depot Credit Services Chk # 644 Inv: 3040782 Home Depot Credit Services		
12/17/2019	1378922 400.00	-	Trade Inv # 28066; Ace Janitorial Services, Inc Chk # 645 Inv: 28066 Ace Janitorial Services, Inc		
12/17/2019	1378924 400.00	-	Trade Inv # 27866; Ace Janitorial Services, Inc Chk # 646 Inv: 27866 Ace Janitorial Services, Inc		
12/18/2019	1379951 798.74	-	Trade Inv # in9120/121119; Allstate Insurance Co Chk # 647 Inv: in9120/121119 Allstate Insurance Co		
12/18/2019	1381749 -	62.00	Trade Inv # 2070 Inv: 2070 John Fritzenkotter		
12/19/2019	1381743 -	200.00	Trade Inv # 51064 Inv: 51064 A Garage Door & Gate Store		
12/20/2019	1381968 200.00	-	Trade Inv # 51064; A Garage Door & Gate Store Chk # 648 Inv: 51064 A Garage Door & Gate Store		
12/20/2019	1381970 62.00	-	Trade Inv # 2070; John Fritzenkotter Chk # 649 Inv: 2070 John Fritzenkotter		
12/20/2019	1382422 -	183.34	Trade Inv # 109759 Inv: 109759 Helm Management Co., The		
12/20/2019	1382422 183.34	-	Trade Inv # 109759 (Reversal) Inv: 109759 Helm Management Co., The		

## General Ledger Trial Balance with Details

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 5



Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance	
12/20/2019	1383031	\$ -	\$ 183.34			
					Trade Inv # 109759 Inv: 109759 Helm Management Co., The	
12/21/2019	1383365	183.34	-			
					Trade Inv # 109759; Helm Management Co., The Chk # 0 Inv: 109759 Helm Management Co., The	
12/26/2019	1385323	85.51	-			
					Trade Inv # cox2501/121518; Cox Communications San Diego Chk # 650 Inv: cox2501/121518 Cox Communications San Diego	
12/27/2019	1387710	-	412.50			
					Trade Inv # 110171 Inv: 110171 The Helm Management Co.	
12/30/2019	1387767	412.50	-			
					Trade Inv # 110171; Helm Management Co., The Chk # 0 Inv: 110171 Helm Management Co., The	
12/30/2019	1388394	-	172.36			
					Trade Inv # 2100 Inv: 2100 John Fritzenkotter	
12/30/2019	1388434	172.36	-			
					Trade Inv # 2100; John Fritzenkotter Chk # 651 Inv: 2100 John Fritzenkotter	
12/30/2019	1388859	-	225.00			
					Trade Inv # 525 Inv: 525 Sunrise Landscape Service	
12/31/2019	1389060	225.00	-			
					Trade Inv # 525; Sunrise Landscape Service Chk # 652 Inv: 525 Sunrise Landscape Service	
12/31/2019	1408611	-	382.50			
					Trade Inv # 101264 Inv: 101264 Kriger Law Firm, Inc.	
12/31/2019	1414323	-	1,498.00			
					December Accruals	
22-22400-00-00	Prepaid Assessments		(156.32)	156.32	1,220.00	(1,220.00)
Date	GL Ref #	Debit	Credit	Description		
12/01/2019	1357915	\$ 86.32	\$ -	Adjust Prepaid		
12/01/2019	1357917	70.00	-	Adjust Prepaid		
12/11/2019	1373973	-	35.00	Deposit from batch 59010		
12/27/2019	1386564	-	385.00	Deposit from batch 59616		
12/31/2019	1389513	-	800.00	Deposit from batch 59728		
26-26100-00-00	Provisions for Future Replacement		(83,720.46)	35,366.25	1,785.00	(50,139.21)
Date	GL Ref #	Debit	Credit	Description		
12/12/2019	1375248	\$ 30,805.50	\$ -	Provisions for Future Replacement Inv: sda18270002 Otis Elevator Company		
12/13/2019	1399348	4,560.75	-	Provisions for Future Replacement Inv: 4192253-02 Dynalectric Company		
12/20/2019	1381333	-	1,785.00	Provisions for Future Replacement		
26-26200-00-00	Provisions for Special Assessments		(76,317.75)	35,750.00	-	(40,587.75)
Date	GL Ref #	Debit	Credit	Description		
12/03/2019	1375246	\$ 35,750.00	\$ -	Provisions for Special Assessments Inv: sda15735003 Otis Elevator Company		
26-27400-00-00	Owner Equity Prior		(16,350.13)	-	-	(16,350.13)
Date	GL Ref #	Debit	Credit	Description		
40-40025-00-00	Assessments		(76,230.00)	-	6,930.00	(83,160.00)
Date	GL Ref #	Debit	Credit	Description		
12/01/2018	1001778	\$ -	\$ 6,930.00	Assessment - Homeowner - Batch 45200		
40-40175-00-00	Late, Lien and Billing Charges		4.50	-	-	4.50
Date	GL Ref #	Debit	Credit	Description		
40-40235-00-00	Move In and Move Out Fee		(200.00)	-	-	(200.00)
Date	GL Ref #	Debit	Credit	Description		
40-40250-00-00	Interest		(465.18)	4.46	51.11	(511.83)
Date	GL Ref #	Debit	Credit	Description		
12/31/2019	1390560	\$ -	\$ 46.85	Interest		
12/31/2019	1414321	-	4.46	Interest		
12/31/2019	1414438	4.46	-	Interest		

## General Ledger Trial Balance with Details

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 6



Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance
40-40280-00-00	Laundry	(\$1,893.75)	\$-	\$280.00	(\$2,173.75)
Date	GL Ref #	Debit	Credit	Description	
12/18/2019	1379727	\$ -	\$ 100.00	Laundry	
12/18/2019	1379727	-	180.00	Laundry	
58-58075-04-00	Insurance	8,646.95	798.74	-	9,445.69
Date	GL Ref #	Debit	Credit	Description	
12/11/2019	1379828	\$ 798.74	\$ -	Insurance Inv: in9120/121119 Allstate Insurance Co	
58-58100-04-00	Audit and Tax Preparation	1,095.00	-	-	1,095.00
Date	GL Ref #	Debit	Credit	Description	
58-58200-04-00	Legal	2,456.70	382.50	-	2,839.20
Date	GL Ref #	Debit	Credit	Description	
12/31/2019	1408611	\$ 382.50	\$ -	Legal Inv: 101264 Kriger Law Firm, Inc.	
58-58210-04-00	Reserve Study	240.00	-	-	240.00
Date	GL Ref #	Debit	Credit	Description	
58-58225-04-00	Management Fee	6,270.00	570.00	-	6,840.00
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1356631	\$ 570.00	\$ -	Management Fee Inv: 108115 The Helm Management Co.	
58-58250-04-00	Licenses, Permits and Fees	1,175.45	530.00	20.00	1,685.45
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1370694	\$ 70.00	\$ -	Licenses, Permits and Fees Inv: 1675859 CSC Service Works	
12/02/2019	1388719	420.00	-	Annual Fire Dept Insp Inv: 1000274481 City Treasurer	
12/20/2019	1382422	20.00	-	Storage - Storage October, 2019 Inv: 109759 Helm Management Co., The	
12/20/2019	1382422	-	20.00	Storage - Storage October, 2019 (Reversal) Inv: 109759 Helm Management Co., The	
12/20/2019	1383031	20.00	-	Storage - Storage November, 2019 Inv: 109759 Helm Management Co., The	
58-58350-04-00	Postage, Copies and Office Supplies	315.67	371.08	163.34	523.41
Date	GL Ref #	Debit	Credit	Description	
12/11/2019	1372352	\$ 44.40	\$ -	Postage, Copies and Office Supplies Inv: postage oct/nov 2019 Total Funds	
12/20/2019	1382422	120.44	-	Supplies - 2020 Annual Stationery Supplies - Jan-Dec Inv: 109759 Helm Management Co., The	
12/20/2019	1382422	42.90	-	Copies - November, 2019 Copies Inv: 109759 Helm Management Co., The	
12/20/2019	1382422	-	120.44	Supplies - 2020 Annual Stationery Supplies - Jan-Dec (Reversal) Inv: 109759 Helm Management Co., The	
12/20/2019	1382422	-	42.90	Copies - November, 2019 Copies (Reversal) Inv: 109759 Helm Management Co., The	
12/20/2019	1383031	42.90	-	Copies - November, 2019 Copies Inv: 109759 Helm Management Co., The	
12/20/2019	1383031	120.44	-	Supplies - 2020 Annual Stationery Supplies - Jan-Dec Inv: 109759 Helm Management Co., The	
60-60025-05-00	Landscape	2,475.00	450.00	225.00	2,700.00
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1367010	\$ -	\$ 225.00	est ap (Reversal)	
12/13/2019	1376265	225.00	-	Landscape	

## General Ledger Trial Balance with Details

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 7



Account No	Description	Prior Balance	Current Debit	Current Credit	End Balance
12/30/2019	1388859	225.00	-		
					Inv: 520 Sunrise Landscape Service
					- Landscape
					Inv: 525 Sunrise Landscape Service
60-60050-05-00	Tree Trimming	1,000.00	-	-	1,000.00
Date	GL Ref #	Debit	Credit	Description	
60-60100-05-00	Pest Control	1,089.00	198.00	99.00	1,188.00
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1367010	\$ -	\$ 99.00	est ap (Reversal)	
12/05/2019	1411642	99.00	-	Pest Control	
					Inv: 6700695 Lloyd Pest Control
12/12/2019	1375244	99.00	-	Pest Control	
					Inv: 6648066 Lloyd Pest Control
60-60125-05-00	Janitorial	4,400.00	800.00	400.00	4,800.00
Date	GL Ref #	Debit	Credit	Description	
12/01/2019	1367010	\$ -	\$ 400.00	est ap (Reversal)	
12/15/2019	1378799	400.00	-	Janitorial	
					Inv: 28066 Ace Janitorial Services, Inc
12/17/2019	1378795	400.00	-	Janitorial	
					Inv: 27868 Ace Janitorial Services, Inc
60-60160-05-00	Window Washing	1,405.00	-	-	1,405.00
Date	GL Ref #	Debit	Credit	Description	
60-60180-05-00	Elevator	2,478.34	-	-	2,478.34
Date	GL Ref #	Debit	Credit	Description	
60-60475-05-00	Fire Extinguishers	109.67	-	-	109.67
Date	GL Ref #	Debit	Credit	Description	
68-68100-09-00	Electrical Repair	219.60	-	-	219.60
Date	GL Ref #	Debit	Credit	Description	
68-68110-09-00	Gate Repair	260.00	200.00	-	460.00
Date	GL Ref #	Debit	Credit	Description	
12/19/2019	1381743	\$ 200.00	\$ -	Bolt Repair & Spring Tension adj	
					Inv: 51064 A Garage Door & Gate Store
68-68125-09-00	Plumbing Repair	1,343.75	-	-	1,343.75
Date	GL Ref #	Debit	Credit	Description	
68-68175-09-00	Common Area Repair	2,497.27	412.50	-	2,909.77
Date	GL Ref #	Debit	Credit	Description	
12/27/2019	1387710	\$ 412.50	\$ -	Maintenance - Level 2 - wo 9512 MC - south end garage drain	
					Inv: 110171 The Helm Management Co.
70-70010-10-00	Lock & Keys	23.77	-	-	23.77
Date	GL Ref #	Debit	Credit	Description	
70-70025-10-00	Landscaping Supplies	21.54	-	-	21.54
Date	GL Ref #	Debit	Credit	Description	
70-70075-10-00	Janitorial Supplies	706.03	-	-	706.03
Date	GL Ref #	Debit	Credit	Description	
70-70125-10-00	Electrical and Hardware Supplies	270.12	240.80	-	510.92
Date	GL Ref #	Debit	Credit	Description	
12/06/2019	1378797	\$ 6.44	\$ -	Electrical and Hardware Supplies	
					Inv: 3040782 Home Depot Credit Services
12/18/2019	1381749	62.00	-	Electrical and Hardware Supplies	
					Inv: 2070 John Fritzenkotter
12/30/2019	1388394	172.36	-	2 Exterior Security Lights	
					Inv: 2100 John Fritzenkotter
76-76050-13-00	Water & Sewer	8,684.22	1,029.00	-	9,713.22
Date	GL Ref #	Debit	Credit	Description	



**General Ledger Trial Balance with Details**

Parkwest Condominium Association

Accts: 10-1010-00 To: 95-95250-00-01 Dates: 12/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 8



Account No	Description		Prior Balance	Current Debit	Current Credit	End Balance
12/31/2019	1414323	\$ 1,029.00	\$ -	December Water & Sewer		
76-76075-13-00	Electricity		5,066.24	934.13	466.00	5,534.37
Date	GL Ref #	Debit	Credit	Description		
12/01/2019	1367010	\$ -	\$ 466.00	est ap (Reversal)		
12/01/2019	1368717	465.13	-	Electricity		
				Inv: sd5539/120119 SDG&E		
12/31/2019	1414323	469.00	-	December Electricity		
76-76125-13-00	Telephone		1,059.69	85.51	-	1,145.20
Date	GL Ref #	Debit	Credit	Description		
12/15/2019	1384851	\$ 85.51	\$ -	Telephone		
				Inv: cox2501/121519 Cox Communications San Diego		
82-82100-14-00	Reserves		19,635.00	1,785.00	-	21,420.00
Date	GL Ref #	Debit	Credit	Description		
12/20/2019	1381333	\$ 1,785.00	\$ -	Reserves		
<b>Totals:</b>			<b>\$0.00</b>	<b>\$193,841.84</b>	<b>\$193,841.84</b>	<b>\$0.00</b>



**Payables Aging Report**  
Parkwest Condominium Association  
As Of 12/31/2019

Date: 1/23/2020  
Time: 2:54 pm  
Page: 1

Vendor	Current	Over 30	Over 60	Over 90	Balance
Dynalectric Company	\$4,560.75	\$0.00	\$0.00	\$0.00	\$4,560.75
Kruger Law Firm, Inc.	\$382.50	\$0.00	\$0.00	\$0.00	\$382.50
Lloyd Pest Control	\$99.00	\$0.00	\$0.00	\$0.00	\$99.00
<b>Totals:</b>	<b>\$5,042.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,042.25</b>

## GL Transactions Report By Reference

Parkwest Condominium Association

Accts: 25-26101-01-01 To: 26-26100-00-00 Dates: 1/1/2019 - 12/31/2019

Date: 1/23/2020

Time: 2:54 pm

Page: 1



\*\* Denotes Funds Transfer Transactions; \*\*\* Denotes Manual Journal Entries

Tran Date	Account	Description	Debit	Credit
<b>GL Ref #: 1058115 Created On: 01/20/2019 ***</b>				
01/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1058115 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1086104 Created On: 02/19/2019 *** Craig Anderson</b>				
01/01/2019	26-26100-00-00	Audit Adjustment - Match Equity	\$0.00	\$13,529.85
			<b>GL Ref # 1086104 Total</b>	<b>\$0.00 \$13,529.65</b>
<b>GL Ref #: 1087255 Created On: 02/20/2019 ***</b>				
02/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1087255 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1103940 Created On: 03/06/2019</b>				
03/06/2019	26-26100-00-00	Provisions for Future Replacement Inv: sda15735001	\$35,750.00	\$0.00
			<b>GL Ref # 1103940 Total</b>	<b>\$35,750.00 \$0.00</b>
<b>GL Ref #: 1103942 Created On: 03/06/2019</b>				
03/06/2019	26-26100-00-00	Provisions for Future Replacement Inv: sda18270001	\$30,805.50	\$0.00
			<b>GL Ref # 1103942 Total</b>	<b>\$30,805.50 \$0.00</b>
<b>GL Ref #: 1114271 Created On: 03/20/2019 ***</b>				
03/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1114271 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1143201 Created On: 04/20/2019 ***</b>				
04/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1143201 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1169577 Created On: 05/20/2019 ***</b>				
05/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1169577 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1199045 Created On: 06/20/2019 ***</b>				
06/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1199045 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1229200 Created On: 07/20/2019 ***</b>				
07/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1229200 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1258510 Created On: 08/20/2019 ***</b>				
08/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1258510 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1289816 Created On: 09/20/2019 ***</b>				
09/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1289816 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1318158 Created On: 10/20/2019 ***</b>				
10/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1318158 Total</b>	<b>\$0.00 \$1,785.00</b>
<b>GL Ref #: 1348415 Created On: 11/20/2019 ***</b>				
11/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1348415 Total</b>	<b>\$0.00 \$1,785.00</b>

**GL Transactions Report By Reference**

Date: 1/23/2020



Parkwest Condominium Association

Time: 2:54 pm

Accts: 25-26101-01-01 To: 26-26100-00-00 Dates: 1/1/2019 - 12/31/2019

Page: 2

\*\* Denotes Funds Transfer Transactions; \*\*\* Denotes Manual Journal Entries

Tran Date	Account	Description	Debit	Credit
<b>GL Ref #: 1375248 Created On: 12/12/2019</b>				
12/12/2019	26-26100-00-00	Provisions for Future Replacement Inv. sda16270002	\$30,805.50	\$0.00
			<b>GL Ref # 1375248 Total</b>	<b>\$30,805.50</b>
<b>GL Ref #: 1381333 Created On: 12/20/2019 ***</b>				
12/20/2019	26-26100-00-00	Provisions for Future Replacement	\$0.00	\$1,785.00
			<b>GL Ref # 1381333 Total</b>	<b>\$0.00</b>
<b>GL Ref #: 1399348 Created On: 01/02/2020</b>				
12/13/2019	26-26100-00-00	Provisions for Future Replacement Inv. 4192253-02	\$4,560.75	\$0.00
			<b>GL Ref # 1399348 Total</b>	<b>\$4,560.75</b>
			<b>Parkwest Condominium Association Total</b>	<b>\$101,921.75</b>
				<b>\$34,949.83</b>



**Invoice List**  
 Parkwest Condominium Association  
 Invoice Status - Paid  
 Paid Date: 12/1/2019 - 12/31/2019

Date: 1/23/2020  
 Time: 2:54 pm  
 Page: 1

Paid Date	Invoice Number	Invoice Date	Auth Date Auth User	Status	Last Payment	Invoice Amount	Balance Due
<b>John Fritzenkotter - Parkwest</b>							
12/20/2019	2070	12/18/2019	12/20/2019 Kendra Hensley	Paid (check)		\$62.00	\$ -
					12/20/19 Pay From Acct:***4758/Check#649	\$62.00	
					70-70125-10-00 - Electrical and Hardware Supplies : Electrical and Hardware Supplies		
12/30/2019	2100	12/30/2019	12/30/2019 Kendra Hensley	Paid (check)		\$172.36	-
					12/30/19 Pay From Acct:***4758/Check#651	\$172.36	
					70-70125-10-00 - Electrical and Hardware Supplies : 2 Exterior Security Lights		
					<b>John Fritzenkotter - Parkwest Total:</b>	<b>\$ 234.36</b>	<b>\$ 0.00</b>
<b>A Garage Door &amp; Gate Store</b>							
12/20/2019	51064	12/19/2019	12/20/2019 Kendra Hensley	Paid (check)		\$200.00	-
					12/20/19 Pay From Acct:***4758/Check#648	\$200.00	
					68-68110-09-00 - Gate Repair : Bolt Repair & Spring Tension adj		
					<b>A Garage Door &amp; Gate Store Total:</b>	<b>\$ 200.00</b>	<b>\$ 0.00</b>
<b>Ace Janitorial Services, Inc</b>							
12/17/2019	28066	12/15/2019	12/17/2019 Kendra Hensley	Paid (check)		\$400.00	-
					12/17/19 Pay From Acct:***4758/Check#645	\$400.00	
					60-60125-05-00 - Janitorial : Janitorial		
12/17/2019	27866	11/15/2019	12/17/2019 Kendra Hensley	Paid (check)		\$400.00	-
					12/17/19 Pay From Acct:***4758/Check#646	\$400.00	
					60-60125-05-00 - Janitorial : Janitorial		
					<b>Ace Janitorial Services, Inc Total:</b>	<b>\$ 800.00</b>	<b>\$ 0.00</b>
<b>Allstate Insurance Co</b>							
12/18/2019	in9120/121119	12/11/2019	12/18/2019 Kendra Hensley	Paid (check)		\$798.74	-
					12/18/19 Pay From Acct:***4758/Check#647	\$798.74	
					58-58075-04-00 - Insurance : Insurance		
					<b>Allstate Insurance Co Total:</b>	<b>\$ 798.74</b>	<b>\$ 0.00</b>
<b>City of San Diego</b>							
12/09/2019	1000274481	12/02/2019	12/09/2019 Kendra Hensley	Paid (check)		\$420.00	-
					12/09/19 Pay From Acct:***4758/Check#638	\$420.00	
					58-58250-04-00 - Licenses, Permits and Fees : Annual Fire Dept Insp		
					<b>City of San Diego Total:</b>	<b>\$ 420.00</b>	<b>\$ 0.00</b>
<b>City of San Diego Public Utilities Department</b>							
12/02/2019	wa0524/112219	11/22/2019	12/02/2019 Kendra Hensley	Paid (check)		\$2,057.88	-
					12/02/19 Pay From Acct:***4758/Check#637	\$2,057.88	
					76-76050-13-00 - Water & Sewer : Water & Sewer		
					<b>City of San Diego Public Utilities Department Total:</b>	<b>\$ 2,057.88</b>	<b>\$ 0.00</b>
<b>Cox Communications San Diego</b>							
12/26/2019	cox2501/121519	12/15/2019	12/23/2019 Kendra Hensley	Paid (check)		\$85.51	-





**Invoice List**  
 Parkwest Condominium Association  
 Invoice Status - Paid  
 Paid Date: 12/1/2019 - 12/31/2019

Date: 1/23/2020  
 Time: 2:54 pm  
 Page: 2

Paid Date	Invoice Number	Invoice Date	Auth Date Auth User	Status	Last Payment	Invoice Amount	Balance Due
	76-76125-13-00 - Telephone : Telephone				12/26/19 Pay From Acct:***4758/Check#650 \$85.61		
					<b>Cox Communications San Diego Total:</b>	<b>\$ 85.51</b>	<b>\$ 0.00</b>
<b>CSC Service Works</b>							
12/10/2019	1575859	12/01/2019	12/10/2019 Kendra Hensley	Paid (check)		\$70.00	-
	58-58250-04-00 - Licenses, Permits and Fees : Licenses, Permits and Fees				12/10/19 Pay From Acct:***4758/Check#640 \$70.00		
					<b>CSC Service Works Total:</b>	<b>\$ 70.00</b>	<b>\$ 0.00</b>
<b>HDC</b>							
12/17/2019	3040782	12/06/2019	12/17/2019 Kendra Hensley	Paid (check)		\$6.44	-
	70-70126-10-00 - Electrical and Hardware Supplies : Electrical and Hardware Supplies				12/17/19 Pay From Acct:***4758/Check#644 \$6.44		
					<b>HDC Total:</b>	<b>\$ 6.44</b>	<b>\$ 0.00</b>
<b>Lloyd Pest Control</b>							
12/12/2019	6648066	11/12/2019	12/12/2019 Kendra Hensley	Paid (check)		\$99.00	-
	60-60100-05-00 - Pest Control : Pest Control				12/12/19 Pay From Acct:***4758/Check#642 \$99.00		
					<b>Lloyd Pest Control Total:</b>	<b>\$ 99.00</b>	<b>\$ 0.00</b>
<b>Otis Elevator Company</b>							
12/12/2019	sda15735003	12/03/2019	12/12/2019 Kendra Hensley	Paid (check)		\$35,750.00	-
	26-26200-00-00 - Provisions for Special Assessments : Provisions for Special Assessments				12/12/19 Pay From Acct:***4485/Check#107 \$35,750.00		
12/12/2019	sda16270002	11/07/2019	12/12/2019 Kendra Hensley	Paid (check)		\$30,805.50	-
	26-26100-00-00 - Provisions for Future Replacement : Provisions for Future Replacement				12/12/19 Pay From Acct:***4485/Check#107 \$30,805.50		
					<b>Otis Elevator Company Total:</b>	<b>\$ 66,555.50</b>	<b>\$ 0.00</b>
<b>SDGE</b>							
12/09/2019	sd5539/120119	12/01/2019	12/09/2019 Kendra Hensley	Paid (check)		\$465.13	-
	76-78075-13-00 - Electricity : Electricity				12/09/19 Pay From Acct:***4758/Check#639 \$465.13		
					<b>SDGE Total:</b>	<b>\$ 465.13</b>	<b>\$ 0.00</b>
<b>Sunrise Landscape Service</b>							
12/13/2019	520	11/30/2019	12/13/2019 Kendra Hensley	Paid (check)		\$225.00	-
	60-60025-05-00 - Landscape : Landscape				12/13/19 Pay From Acct:***4758/Check#643 \$225.00		
12/31/2019	525	12/30/2019	12/31/2019 Kendra Hensley	Paid (check)		\$225.00	-
	60-60025-05-00 - Landscape : Landscape				12/31/19 Pay From Acct:***4758/Check#652 \$225.00		



**Invoice List**  
 Parkwest Condominium Association  
 Invoice Status - Paid  
 Paid Date: 12/1/2019 - 12/31/2019

Date: 1/23/2020  
 Time: 2:54 pm  
 Page: 3

Paid Date	Invoice Number	Invoice Date	Auth Date Auth User	Status	Last Payment	Invoice Amount	Balance Due
<b>Sunrise Landscape Service Total:</b>						<b>\$ 450.00</b>	<b>\$ 0.00</b>
<b>The Helm Management Co.</b>							
12/01/2019	108115	12/01/2019	11/30/2019 Braden Hensley	Paid (ACH)		\$570.00	\$ -
						12/01/19 Pay From Acct:***4758/Check#0	
						\$570.00	
12/21/2019	109759	12/20/2019	12/20/2019 Braden Hensley	Paid (ACH)		\$183.34	-
						12/21/19 Pay From Acct:***4758/Check#0	
						58-58350-04-00 - Postage, Copies and Office Supplies : Copies - November, 2019 Copies	\$42.90
						58-58350-04-00 - Postage, Copies and Office Supplies : Supplies - 2020 Annual Stationery Supplies - Jan-Dec	\$120.44
						58-58250-04-00 - Licenses, Permits and Fees : Storage - Storage November, 2019	\$20.00
12/30/2019	110171	12/27/2019	12/30/2019 Kendra Hensley	Paid (ACH)		\$412.50	-
						12/30/19 Pay From Acct:***4758/Check#0	
						68-68175-09-00 - Common Area Repair : Maintenance - Level 2 - wo 9512 MC - south end garage drain	\$412.50
<b>The Helm Management Co. Total:</b>						<b>\$ 1,165.84</b>	<b>\$ 0.00</b>
<b>Total Funds</b>							
12/11/2019	postage oct/nov 2019	12/11/2019	12/11/2019 Kim Owens	Paid (check)		\$44.40	-
						12/11/19 Pay From Acct:***4758/Check#641	
						58-58350-04-00 - Postage, Copies and Office Supplies : Postage, Copies and Office Supplies	\$44.40
<b>Total Funds Total:</b>						<b>\$ 44.40</b>	<b>\$ 0.00</b>
<b>Parkwest Condominium Association 21 Invoice(s) Totalling:</b>						<b>\$ 73,452.80</b>	<b>\$ 0.00</b>
<b>GRAND 21 Invoice(s) Totalling:</b>						<b>\$73,452.80</b>	<b>\$ 0.00</b>



**Bank Account Reconciliation**  
 Parkwest Condominium Association  
 BPOP - OPERATING - 4758 (End: 12/31/2019)

Date: 1/23/2020

Time: 2:54 pm

Page: 1

Date	Reconciled	Description	Check Number	Transaction Amount
<b>Uncleared Items</b>				
12/11/2019		Total Funds by Hasler	641	(\$44.40)
12/30/2019		John Fritzenkotter	651	(\$172.36)
12/31/2019		Sunrise Landscape Service	652	(\$225.00)
			<b>Total Uncleared</b>	<b>(\$441.76)</b>
<b>Cleared Items</b>				
<b>Credits</b>				
12/02/2019	12/03/2019	Deposit from batch 58585	801	\$769.60
12/02/2019	12/02/2019	Deposit from batch 58629	803	\$385.00
12/02/2019	12/04/2019	Deposit from batch 58597	802	\$385.00
12/03/2019	12/03/2019	Deposit from batch 58630	804	\$385.00
12/04/2019	12/04/2019	Deposit from batch 58687	806	\$385.00
12/05/2019	12/06/2019	Deposit from batch 58593	805	\$1,988.32
12/09/2019	12/09/2019	Deposit from batch 58884	809	\$298.68
12/10/2019	12/10/2019	Deposit from batch 58975	810	\$1,186.74
12/10/2019	12/11/2019	Deposit from batch 58911	811	\$385.00
12/11/2019	12/12/2019	Deposit from batch 59010	812	\$350.00
12/11/2019	12/11/2019	Deposit from batch 59071	813	\$385.00
12/16/2019	12/17/2019	Deposit from batch 59205	814	\$385.00
12/16/2019	12/17/2019	Deposit from batch 59193	815	\$593.33
12/16/2019	12/16/2019	Deposit from batch 59234	816	\$385.00
12/18/2019	12/18/2019	Laundry Income - JF	818	\$280.00
12/18/2019	12/18/2019	Deposit from batch 59354	820	\$417.18
12/18/2019	12/19/2019	Deposit from batch 59326	821	\$420.00
12/27/2019	12/27/2019	Deposit from batch 59637	822	\$416.68
12/27/2019	12/30/2019	Deposit from batch 59616	823	\$801.74
12/30/2019	12/31/2019	Deposit from batch 59639	824	\$384.60
12/31/2019	12/30/2019	Deposit from batch 59728	825	\$800.00
01/02/2020	12/31/2019	Deposit from batch 59829	828	\$400.00
			<b>Total Cleared Credits</b>	<b>\$12,186.87</b>
<b>Debits</b>				
12/01/2019	12/03/2019	Helm Management Co., The	0	(\$570.00)
12/02/2019	12/10/2019	City Treasurer	637	(\$2,057.88)
12/09/2019	12/13/2019	City Treasurer	638	(\$420.00)
12/09/2019	12/16/2019	SDG&E	639	(\$465.13)
12/10/2019	12/16/2019	CSC Service Works	640	(\$70.00)
12/12/2019	12/31/2019	Lloyd Pest Control	642	(\$99.00)
12/13/2019	12/19/2019	Sunrise Landscape Service	643	(\$225.00)
12/17/2019	12/23/2019	Home Depot Credit Services	644	(\$6.44)
12/17/2019	12/20/2019	Ace Janitorial Services, Inc	645	(\$400.00)
12/17/2019	12/20/2019	Ace Janitorial Services, Inc	646	(\$400.00)
12/18/2019	12/24/2019	Allstate Insurance Co	647	(\$798.74)
12/19/2019	12/20/2019	Transfer to BPOP - RESERVES - 4485		(\$2,358.09)
12/20/2019	12/24/2019	Transfer to BPOP - RESERVES - 4485		(\$1,785.00)
12/20/2019	12/24/2019	A Garage Door & Gate Store	648	(\$200.00)
12/20/2019	12/30/2019	John Fritzenkotter	649	(\$82.00)
12/21/2019	12/24/2019	Helm Management Co., The	0	(\$183.34)



**Bank Account Reconciliation**  
 Parkwest Condominium Association  
 BPOP - OPERATING - 4758 (End: 12/31/2019)

Date: 1/23/2020

Time: 2:54 pm

Page: 2

Date	Reconciled	Description	Check Number	Transaction Amount
12/26/2019	12/31/2019	Cox Communications San Diego	650	(\$85.51)
12/30/2019	12/31/2019	Helm Management Co., The	0	(\$412.50)
			<b>Total Cleared Debits</b>	<b>(\$10,598.63)</b>

**BPOP - OPERATING - 4758 Summary**

Ending Account Balance:	\$ 28,634.14
Uncleared Items:	(\$441.76)
<hr/>	
Adjusted Balance:	\$ 29,075.90
Bank Ending Balance:	\$ 29,075.90
<hr/>	
Difference:	\$-



**Bank Account Reconciliation**  
 Parkwest Condominium Association  
 BPOP - RESERVES - 4485 (End: 12/31/2019)

Date: 1/23/2020

Time: 2:54 pm

Page: 3

Date	Reconciled	Description	Check Number	Transaction Amount
<b>Cleared Items</b>				
<b>Credits</b>				
12/19/2019	12/20/2019	Transfer from BPOP - OPERATING - 4758		\$2,358.09
12/20/2019	12/24/2019	Transfer from BPOP - OPERATING - 4758		\$1,785.00
12/31/2019	12/31/2019	Interest		\$46.65
12/31/2019	12/31/2019	Interest		\$4.46
			<b>Total Cleared Credits</b>	<b>\$4,194.20</b>
<b>Debits</b>				
12/05/2019	12/24/2019	Dynalectric Company	106	(\$13,682.25)
12/12/2019	12/27/2019	Otis Elevator Company	107	(\$66,555.50)
12/31/2019	12/31/2019	Interest		(\$4.46)
			<b>Total Cleared Debits</b>	<b>(\$80,242.21)</b>

**BPOP - RESERVES - 4485 Summary**

Ending Account Balance:	\$ 86,284.95
Uncleared Items:	\$-
Adjusted Balance:	\$ 86,284.95
Bank Ending Balance:	\$ 86,284.95
Difference:	\$-

**ACORD™ EVIDENCE OF PROPERTY INSURANCE**DATE  
09/30/2019

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

<b>PRODUCER</b> The Good's Insurance Agency NAIC#. 19232 8170 La Mesa Blvd. La Mesa, CA 91942 Fax: (619) 442-0532		<b>PHONE</b> (A/C. No. Ext): (619) 442-0505		<b>COMPANY</b> Allstate Insurance Company The Good's Insurance Agency 8170 La Mesa Blvd La Mesa, Ca 91942	
<b>CODE:</b>	<b>SUB CODE:</b>	<b>LOAN NUMBER</b> 0		<b>POLICY NUMBER</b> 648679120	
<b>AGENCY CUSTOMER ID#</b>		<b>EFFECTIVE DATE</b> 10/01/2019		<b>EXPIRATION DATE</b> 10/01/2020	
<b>INSURED</b> PARK WEST HOA c/o HELM MANAGEMENT 4668 NEBO DRIVE LA MESA, CA 91941		<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	

**PROPERTY INFORMATION**

<b>LOCATION/DESCRIPTION</b> PARK WEST HOA, 2702-2736 2ND AVE, SAN DIEGO, CA 92103
--

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Limit SPECIAL FORM - 100% REPLACEMENT COST	\$7,104,190	\$5,000
General Liability	\$2,000,000	PER OCCUR.
Directors & Officers Liability	\$2,000,000	PER OCCUR.
	\$4,000,000	AGGREGATE


**REMARKS (Including Special Conditions)**

Units: 18 Additional Coverage's: BOARD OF MANAGERS LIABILITY, NON OWNED AUTO, WATER DAMAGE, SEPARATION OF INSURED, AGREED VALUE ENDORSEMENT, WIND AND HAIL INCLUDED IN SPECIAL FORM, PIA Included (Inflation Guard), BOILER & MACHINERY/EQUIPMENT BREAKDOWN, BUILDING LAWS/ORDINANCE & LAW COVERAGE, EMPLOYEE DISHONESTY/FIDELITY BOND \$100,000, COMPUTER FRAUD & FUNDS TRANSFER, WAIVER OF SUBROGATION
---

**CANCELLATION**

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

PARK WEST HOA 2702-2736 2ND AVE SAN DIEGO, CA 92103 Loan Number: 0	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN# 0		
AUTHORIZED REPRESENTATIVE 		



4668 Nebo Drive, La Mesa, California 91941-5200  
www.helmmmanagement.com



(619) 589-6222 - Fax: (619) 466-6499  
thehelm@helmmmanagement.com

November 26, 2019

**Parkwest Condominium  
Association  
2020 Annual Budget Report**

Dear Parkwest Owner:

As the registered owner of a unit at Parkwest, you are entitled to receive pertinent information in regards to the Association on an annual basis as directed by California Civil Code. The following information was approved by your Board of Directors for membership distribution:

- *2020 Pro-Forma Operating Budget*  
*Please note: The monthly Association Dues for 2020 will increase to \$400.00 per unit owned. The increase will become effective January, 2020. Your January Statement will be distributed in late December.*
- *Reserve Study Summary Update as of fiscal year end, December, 2019.*
- *Assessment and Reserve Funding Disclosure Summary*
- *Required, Recommended and Optional Member Notices and Disclosures per Applicable Codes*
- *Internal Dispute Resolution / Alternative Dispute Resolution Letter*
- *Parkwest Collection and Lien Policy*
- *Parkwest FHA and VA Eligibility Disclosures*

*The Parkwest Board has decided to increase Assessments in 2020 due to the need to increase the association's reserve funding in anticipation of desired and needed projects in the near future.*

In compliance with California Civil Code §4041, the above mailing address has been determined to be your primary mailing address for all correspondence. Owners are obligated to update the Association with this information at least once per year. If the above address is incorrect, please notify our office in writing. We will continue to use this address until advised differently.

Should you have any questions, please contact The Helm Management Co. and ask to speak with your association contact, Kendra Hensley, (619) 589-6222 x 128 or send an email with any questions to [kendra@helmmmanagement.com](mailto:kendra@helmmmanagement.com).

Sincerely,

*Kendra Hensley*

Kendra Hensley, CMCA®, AMS®  
Association Manager



Accredited Management  
Organization®



CERTIFIED MANAGER OF  
CONDOMINIUM ASSOCIATIONS

<b>Parkwest Condominium Association</b>				
	<b>Account</b>	<b>Description</b>	<b>2019 Budget</b>	<b>2020 Budget</b>
<b>Operating Accounts</b>				
<b>Income Accounts</b>				
<b>Income</b>				
	40-40025-00-00	Assessments	\$83,160.00	\$86,400.00
	40-40175-00-00	Late, Lien and Billing Charges	\$60.00	\$49.92
	40-40200-00-00	Common Area Access Devices	\$60.00	\$0.00
	40-40235-00-00	Move In and Move Out Fee	\$204.00	\$199.92
	40-40250-00-00	Interest	\$252.00	\$0.00
	40-40260-00-00	Laundry	\$2,040.00	\$2,040.00
<b>Income Accounts Total</b>			<b>\$85,776.00</b>	<b>\$88,689.84</b>
<b>Expense Accounts</b>				
<b>General &amp; Administrative</b>				
	58-58075-04-00	Insurance	\$10,200.00	\$9,537.96
	58-58100-04-00	Audit and Tax Preparation	\$1,056.00	\$1,099.92
	58-58125-04-00	State and Federal Taxes	\$204.00	\$99.96
	58-58200-04-00	Legal	\$1,000.44	\$1,999.92
	58-58210-04-00	Reserve Study	\$300.00	\$300.00
	58-58225-04-00	Management Fee	\$6,840.00	\$7,020.00
	58-58250-04-00	Licenses, Permits and Fees	\$1,500.00	\$1,500.00
	58-58350-04-00	Postage, Copies and Office Supplies	\$396.00	\$396.00
<b>Services</b>				
	60-60025-05-00	Landscape	\$5,160.00	\$5,100.00
	60-60050-05-00	Tree Trimming	\$1,500.00	\$1,500.00
	60-60100-05-00	Pest Control	\$1,152.00	\$1,188.00
	60-60125-05-00	Janitorial	\$4,800.00	\$4,800.00
	60-60160-05-00	Window Washing	\$1,404.00	\$1,449.96
	60-60180-05-00	Elevator	\$2,400.00	\$2,400.00
	60-60475-05-00	Fire Extinguishers	\$300.00	\$300.00
<b>Repairs &amp; Maintenance</b>				
	68-68100-09-00	Electrical Repair	\$264.00	\$300.00
	68-68110-09-00	Gate Repair	\$324.00	\$309.96
	68-68125-09-00	Plumbing Repair	\$2,004.00	\$1,920.00
	68-68175-09-00	Common Area Repair	\$3,456.00	\$3,060.00
	68-68200-09-00	Gutter Cleaning	\$103.56	\$124.92
<b>Supplies</b>				
	70-70010-10-00	Lock & Keys	\$60.00	\$52.32
	70-70025-10-00	Landscaping Supplies	\$360.00	\$300.00
	70-70075-10-00	Janitorial Supplies	\$216.00	\$174.96
	70-70100-10-00	Paint Supplies	\$300.00	\$249.96
	70-70125-10-00	Electrical and Hardware Supplies	\$480.00	\$450.00
<b>Utilities</b>				
	76-76050-13-00	Water & Sewer	\$11,520.00	\$10,200.00
	76-76075-13-00	Electricity	\$6,036.00	\$5,640.00
	76-76125-13-00	Telephone	\$1,020.00	\$1,080.00
<b>Reserves</b>				
	82-82100-14-00	Reserves	\$21,420.00	\$26,136.00
<b>Expense Accounts Total</b>			<b>\$85,776.00</b>	<b>\$88,689.84</b>

2019 Assessments	\$	385.00
2020 Assessments	\$	400.00
% Change		4%

# RESERVE FUNDING DISCLOSURE REPORT

## (CA CIVIL CODE §5570)



### Parkwest Condominiums

Units: 18      Start Date: 01/01/2020

#### Project Description

Property Name: Parkwest Condominiums  
 City and State: San Diego, CA  
 Type of Project: Condominium  
 Number of Units: 18

#### Financial Summary

Starting Reserve Balance: \$129,679  
 Fully Funded Reserve Balance: \$170,486  
 Deficit/Surplus vs. Fully Funded Reserve: (\$40,807) or (\$2,267.04) Per Unit Avg  
 Percent Funded: 76%  
 Current Replacement Cost: \$392,446

#### Component Summary by Category

	UL	RUL	Current Replacement Cost	Accumulated Reserve Balance	Annual Fully Funded Requirement	Fully Funded Reserve Balance	Annual Reserve Contribution
COMMON AREA	10-62	0-16	\$88,992	\$62,959	\$3,951	\$82,771	\$6,105
CONTINGENCY	10-10	9-9	\$13,572	\$1,032	\$1,357	\$1,357	\$2,097
FIRE SAFETY EQUIPMENT	9-20	0-17	\$2,060	\$901	\$166	\$1,185	\$256
GATES	5-25	0-24	\$35,216	\$9,413	\$1,658	\$12,374	\$2,562
LIGHTING	20-36	0-17	\$7,313	\$2,546	\$336	\$3,348	\$519
MECHANICAL / PLUMBING	15-50	14-49	\$149,137	\$5,600	\$3,122	\$7,362	\$4,824
MISCELLANEOUS	20-36	0-3	\$2,781	\$1,880	\$123	\$2,472	\$190
PAINT	3-19	0-2	\$43,955	\$29,920	\$4,243	\$39,336	\$6,555
ROOF PATIO	10-30	0-7	\$4,944	\$2,834	\$323	\$3,725	\$499
ROOFING	15-30	6-22	\$44,475	\$12,593	\$1,637	\$16,556	\$2,529
<b>Totals</b>			<b>\$392,446</b>	<b>\$129,679</b>	<b>\$16,916</b>	<b>\$170,486</b>	<b>\$26,136</b>

#### Adopted Funding Plan

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
2020	\$26,136	\$121.00	\$104,071	\$52,651	\$85,830	61%
2021	\$26,920	\$124.63	\$0	\$80,232	\$106,351	75%
2022	\$27,728	\$128.37	\$24,504	\$84,274	\$102,786	82%
2023	\$28,560	\$132.22	\$8,104	\$105,675	\$116,562	91%
2024	\$29,416	\$136.19	\$0	\$136,295	\$139,668	98%
2025	\$30,299	\$140.27	\$955	\$167,148	\$163,073	102%
2026	\$31,208	\$144.48	\$4,797	\$195,363	\$183,829	106%
2027	\$32,144	\$148.81	\$3,167	\$226,438	\$207,510	109%
2028	\$33,108	\$153.28	\$3,653	\$258,305	\$232,043	111%
2029	\$34,102	\$157.88	\$28,729	\$266,288	\$232,147	115%
2030	\$35,125	\$162.61	\$4,900	\$299,326	\$257,480	116%
2031	\$36,178	\$167.49	\$22,883	\$315,681	\$265,752	119%
2032	\$37,264	\$172.52	\$83,449	\$272,421	\$212,613	128%
2033	\$38,382	\$177.69	\$13,991	\$299,657	\$230,166	130%
2034	\$39,533	\$183.02	\$284	\$342,099	\$263,133	130%
2035	\$40,719	\$188.51	\$2,407	\$384,023	\$295,692	130%
2036	\$41,941	\$194.17	\$19,834	\$410,080	\$312,093	131%
2037	\$43,199	\$199.99	\$7,491	\$450,068	\$342,538	131%
2038	\$44,495	\$205.99	\$35,421	\$463,688	\$345,993	134%
2039	\$45,830	\$212.17	\$30,121	\$484,112	\$355,900	136%
2040	\$47,205	\$218.54	\$6,585	\$529,776	\$391,262	135%
2041	\$48,621	\$225.10	\$68,750	\$514,844	\$364,600	141%
2042	\$50,079	\$231.85	\$78,894	\$491,033	\$327,661	150%
2043	\$51,582	\$238.80	\$8,131	\$539,611	\$363,502	148%
2044	\$53,129	\$245.97	\$69,513	\$528,541	\$338,226	156%

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
2047	\$58,056	\$268.78	\$3,889	\$708,849	\$478,036	148%
2048	\$59,797	\$276.84	\$6,598	\$769,402	\$525,443	146%
2049	\$61,591	\$285.14	\$32,427	\$806,406	\$548,866	147%

## Assessment and Reserve Funding Disclosure

1. The current average regular Assessment per ownership interest is: **\$400.00 per month.**

Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages to be provided by Board or Management.

2. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment Is Due	Average Amount Per Unit	Purpose Of Assessment
------------------------	-------------------------	-----------------------

Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages, to be provided by Board or Management.

3. Based on the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

YES	NO
X	

4. If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Approximate date assessment will be due	Amount of Assessment	Amount Per Unit
---	----------------------	-----------------

Note: Indicates the first year of a deficit based on the Adopted Funding Plan. The additional assessment amount indicates what will be required in that year to assure the reserve balance for the remaining years of the report will be above zero. Actual assessments may vary from year to year.

5. All major components are included in the reserve study and are included in its calculations (Note below the status of components with a 30+ yr. remaining life).

Component Name	Status
CONTROLLERS / MOD	Included in Reserve Analysis
JACK REPLACEMENT / CYLINDER	Included in Reserve Analysis

6. Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$170,486, based in whole or in part on the last reserve study or update prepared by Craig Anderson as of 2019-11-25. The projected reserve fund cash Balance at the end of the current fiscal year is \$129,679, resulting in reserves being 76% at this date.

7. Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next 5 budget years found in column E, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, found in column D, leaving the reserve at percent funding found in column F. Please see the projected five-year funding plan below that has been implemented and approved by the association.

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
	A	B	C	D	E	F
2020	\$26,136	\$121.00	\$104,071	\$52,651	\$85,830	61%
2021	\$26,920	\$124.63	\$0	\$80,232	\$106,351	75%
2022	\$27,728	\$128.37	\$24,504	\$84,274	\$102,786	82%
2023	\$28,560	\$132.22	\$8,104	\$105,675	\$116,562	91%
2024	\$29,416	\$136.19	\$0	\$136,295	\$139,668	98%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term interest rate earned on reserve funds was 1.00% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00% per year.

The preparer of this form will be indemnified and held harmless against all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which has been relied upon by others, or which may result from any improper use or reliance on the disclosure by you or a third party.

The reserve study report completed and reviewed for the purposes of completing the enclosed summary was finalized based on approval from the Board of Directors. Therefore, the final decisions for implementation, updating or revising the information obtained in this report, for any changes in assumptions, is the sole right and responsibility of the Board of Directors. This report and the numbers generated herein are for use only for the year it was developed. The preparer of this form is not responsible for the use of the Assessment and Reserve Disclosure Summary in any subsequent year, or in updating the summary in any subsequent year, or in updating the summary for events and circumstances occurring after the date of this report.

**PARKWEST CONDOMINIUM ASSOCIATION  
SUMMARY OF INSURANCE COVERAGE**

<b>Allstate Insurance Company</b>			<b>Policy Active: October 1, 2019 – October 1, 2020</b>
<b>Type:</b> Building <b>Policy Limits:</b> \$7,104,190 <b>Deductible:</b> \$5,000 per occurrence	<b>Type:</b> Directors and Officers <b>Policy Limits:</b> \$2,000,000	<b>Type:</b> Liability <b>Policy Limits:</b> \$2,000,000 <b>Other:</b> Fidelity / \$100,000	

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

**DESIGNATED PERSON TO RECEIVE ASSOCIATION COMMUNICATIONS**

All official communications to the Association shall be sent to: President, Parkwest Condominium Association c/o The Helm Management Co. 4668 Nebo Drive, La Mesa, CA 91941.

**NOTICES TO MEMBER**

Members have the right to receive Association notices at up to two addresses. Written request must be made to the Association to receive notices at multiple locations.

**RIGHT TO OBTAIN MINUTES**

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, or any meeting of the board of directors of an association, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution. Minutes may be obtained by written request to The Helm Management Co.

**RIGHT TO OBTAIN ANNUAL REPORT**

A review of the financial statement of the association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California Board of Accountancy for any fiscal year in which the gross income to the association exceeds seventy-five thousand dollars (\$75,000). A copy of the review of the financial statement shall be distributed within 120 days after the close of each fiscal year.

**ARCHITECTURAL CHANGES DISCLOSURE**

Any work that is to be completed either on the interior or the exterior of a separate interest must be reviewed and approved per the Association's CC&Rs. The Board of Directors or Architectural Committee may review plans for submission prior to approval. For more information, please review the CC&Rs. For a copy of an approved Architectural Change Request Form, please contact The Helm Management Co.

**SECURITY DISCLAIMER**

As much as we would like it to be, the Association can never be free of crime. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the Association is not and can never be free of crime and cannot guarantee your safety or security. You should NOT rely on the Association to protect you from loss or harm—you should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; installing a peep hole in your front door; asking workmen for identification; installing a security system; locking your car; etc.

**GENERAL NOTICE DISCLOSURE**

The Association has established the following designated place for posting of a general notice to all members: Entry lobby bulletin board. Each Association member has the option to receive general notices via individual delivery if a member opts to do so and so notifies the Association in writing.

**PARKWEST CONDOMINIUM ASSOCIATION**  
**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**  
(CALIFORNIA CIVIL CODE SECTIONS 5900, ET SEQ AND 5925, ET SEQ.)

**I. California Civil Code section 5900, et seq. ("Internal Dispute Resolution")**

California Civil Code section 5900, et seq., applies to a dispute between the Association and an Owner involving their rights, duties or liabilities under California Civil Code § 5900, under the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Association.

Either party to a dispute within the scope of Civil Code § 5900, et seq., may invoke the following procedure:

- A. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- B. An Owner may refuse a request to meet and confer; however, the Association may not refuse a request to meet and confer.
- C. The Board shall designate a member of the Board to meet and confer.
- D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
- E. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. (California Civil Code § 5915(b).)

A written agreement reached under section 5900 referenced above binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied: (1) The agreement is not in conflict with law or the governing documents of the Association; and (2) the agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board. (California Civil Code § 5915(c).)

**II. California Civil Code section 5925, et seq. ("Alternative Dispute Resolution")**

California Civil Code section 5925, et seq., requires that prior to filing an enforcement action, an association or an owner shall endeavor to submit their dispute to alternative dispute resolution pursuant to section 5925, et seq.

The Association or an Owner may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to alternative dispute resolution, consistent with California Civil Code sections 5925, et seq., and other successor California statutes and law. This prelitigation requirement applies to enforcement actions in the Superior Court solely for (1) declaratory relief; (2) injunctive relief; (3) writ relief; and (4) relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00). This prelitigation requirement does not apply to Small Claims actions and assessment disputes. (California Civil Code § 5930.)

Any party to a dispute may initiate Alternative Dispute Resolution under this section by serving on another party to the dispute a Request for Resolution. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the Request. The Request for Resolution must include:

- A. A brief description of the dispute between the parties;
- B. A request for alternative dispute resolution; and,
- C. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt of the request, or it will be deemed rejected. (California Civil Code § 5935.)

The party receiving a Request for Resolution has 30 days following receipt to accept or reject alternative dispute resolution. If not accepted within 30 days the Request may be deemed rejected. (California Civil Code § 5935(c).) If alternative dispute resolution is accepted, it must be completed within 90 days of the date of receipt of the acceptance by the party initiating the Request, unless extended by written stipulation signed by both parties. (California Civil Code § 5940.)

At the time of filing a civil action, the party filing the action shall file with the complaint a certificate stating that alternative dispute resolution has been completed in compliance with California Civil Code section 5950. Failure to file a certificate may be grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply with this requirement would result in substantial prejudice to one of the parties pursuant to section 430.10 of the California Code of Civil Procedure. (California Civil Code § 5950(b).)

The cost of the alternative dispute resolution hearing must be borne equally by the parties. (California Civil Code § 5940(c).) Refusal to share costs equally constitutes rejection of alternative dispute resolution, regardless of prior acceptance.

Failure of a Member of the Association to comply with the alternative dispute resolution requirements of California Civil Code § 5930, et seq., may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law. (California Civil Code § 5965(a).)

Very truly yours,

Parkwest Condominium Association Board of Directors



## **PARKWEST CONDOMINIUM ASSOCIATION – Collection and Lien Policy**

**Parkwest Condominium Association** (the Association) has the right and duty under the Association's governing documents and California law to impose and collect assessments so that the Association can, among other things, manage, maintain and operate your development.

Timely payment of assessments is of critical importance to the Association. Although most property Owners consistently pay their assessments on time, the failure of any Owner to pay assessments when due creates a cash-flow problem for the Association and causes those Owners who make timely payments of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, to encourage the prompt payment of assessments and as required by law and/or the Association's governing documents, the Board of Directors has enacted the following policies and procedures (this "Collection Policy") concerning collection of delinquent assessment accounts, subject to Civil Code section 4340, et seq., if applicable.

**1. DUE DATES.** All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed.

**2. PAYMENT / RECEIPTS / OVERNIGHT PAYMENT LOCATION.** The Association will be the collectors of the assessments (current and delinquent), late charges, interest, and collection costs (which may include attorneys' fees). Assessments may be paid by personal check, bank drafts, cashier's checks and/or money orders, as well as by electronic payment, if available. A charge of \$25.00, in addition to late fees, if applicable, will be assessed against any account whose check has been returned for Non-Sufficient Funds (NSF). When an Owner makes a payment, the Owner may request a receipt and the Association will provide such receipt, which will indicate the date of payment and person who received such payment. (Civil Code Section 5655) Any Owner is entitled to inspect the Association's accounting books and records. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

**The Helm Management Co.  
4668 Nebo Drive  
La Mesa, CA 91941**

**3. APPLICATION OF PAYMENTS.** Payments received on delinquent assessments shall be applied to the Owner's account in the following order of priority: First, the principal on the assessments owed; then to accrued interest and late charges; then to attorneys' fees; then the title company and foreclosure service company charges and other reasonable costs of collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first.

**4. LATE CHARGE:** All assessments shall be delinquent if not paid within fifteen (15) days after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collection costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

**5. LATE LETTER.** If a delinquent assessment payment is not paid within twenty-five (25) days after it becomes due, a late letter or current ledger may be sent to the Owner reminding the Owner of his or her delinquent account status. The Association, however, is in no way required to send a late letter or ledger before sending a pre-lien letter referenced below.

**6. INTEREST.** If an assessment payment is not paid within thirty (30) days of its original due date, interest may be imposed on all sums due, including the delinquent assessment, attorneys' fees, collection costs, and late charges, at an annual percentage rate of twelve percent (12%) or the rate specified within the CC&RS, whichever is less.

**7. SECONDARY ADDRESS.** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

**8. PRE-LIEN LETTER.** If an assessment payment from the Owner is not paid within thirty (30) days after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1st and the failure to pay continues through July 1st, then the June assessment would not have been paid within 30 days after its original due date), a notice of delinquency (Pre-Lien Letter) may be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pre-Lien Letter shall provide at least 30 days' written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of the following items: (a) The principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pre-Lien Letter.

### **9. ALTERNATIVE DISPUTE RESOLUTION PROCESS.**

**a. Assessment Lien.** Prior to recording an assessment lien, the Association shall offer the Owner and, if so requested by the Owner, the option of participating in dispute resolution, consistent with Civil Code sections 5910 and 5915, et seq. The Association's offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the Owner. An Owner who desires to accept the offer to "meet and confer" under this section shall elect such option by submitting a written request to the Association or the Association's legal counsel, which written request must be received by the Association within twenty (20) days from the date of the offer to "meet and confer." If the offer to "meet and confer" under sections 5910 and 5915, is accepted by the Owner, the Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its Property Manager to participate in the meet and confer with the Owner.

**b. Foreclosure.** Prior to initiating foreclosure proceedings against an Owner's separate interest, the Association shall offer the delinquent Owner, and if so requested by the Owner, to meet and confer with a delinquent Owner (Civil Code sections 5910 and 5915) OR alternative dispute resolution (Civil Code sections 5925, et seq.) to resolve any dispute related to the total amount of delinquencies owed by the delinquent Owner to the Association and/or the Association's Collection Policy ("ADR Offer"). The Association's ADR Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the ADR Offer must do so by submitting his/her/its written request to facilitate the ADR that is elected with the Association, which written request must be received by the Association within thirty (30) days from the day the ADR Offer is submitted to the delinquent Owner. The Association shall designate a prompt date and time for the elected ADR. If a "meet and confer" is elected by the delinquent Owner, the Association shall designate a Board member, along with its Property Manager to participate in the meet and confer with the delinquent Owner. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

**10. SHOW CAUSE HEARING.** Additionally, the Association may elect to provide a delinquent Owner a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; and/or (b) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing"). The notice and hearing procedures shall be in accordance with the governing documents for the Association.

### **11. ASSESSMENT LIEN.**

**a.** If the delinquent Owner does not bring his or her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors may proceed with recording an assessment lien against that Owner's separate interest.

## **PARKWEST CONDOMINIUM ASSOCIATION – Collection and Lien Policy**

- b. The decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. Prior to causing an assessment lien to be recorded, the Board of Directors must approve the recordation of an assessment lien against the delinquent Owner's separate interest. The Board of Directors for the Association shall approve the decision to record an assessment lien by a majority vote in an open meeting; the Board shall record the vote in the minutes of that meeting. The Board's action should refer to the Unit or account number of the property that is delinquent, rather than the name of the Owner.
- c. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), the then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which may be foreclosed upon by the Association.

### **12. FORECLOSURE.**

- a. ADR Procedure. The Association, prior to initiating foreclosure proceedings against a delinquent Owner's separate interest, must comply with the alternative dispute resolution procedure set forth above (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty (30) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with Civil Code sections 5925, 5910 and 5915. ("IDR/ADR Offer"). The Owner shall have thirty (30) days from the date of the IDR/ADR Offer to decide whether or not the Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).
- b. Board Approval. Prior to initiating foreclosure proceedings, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the Unit or account number of the property that is delinquent, not the name of the delinquent Owner. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. The Board of Directors shall provide notice by personal service to an Owner of a separate interest who occupies the separate interest or to the Owner's legal representative, if the Board votes to foreclosure upon the separate interest. If the Owner does not occupy the subject lot/unit, the Board shall provide written notice via first-class mail to the most current address shown on the books of the Association.
- c. Threshold. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorneys' fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and Civil Code sections 5700, 5705, 5710, 5715 and 5720. Unless otherwise provided herein, the procedure used shall be private foreclosure pursuant to Civil Code section 2924, et seq., and Civil Code sections 5700 and 5710. The foreclosure action shall include, but is not necessarily limited to the following procedures:
  - i. Notice of Default (NOD). A NOD will be recorded at the County Recorder's office. The cost of all attorneys' fees and/or trustee's fees will be added to the debt.
  - ii. Notice of Trustee's Sale (NOS). If the delinquency is not paid within ninety (90) days after the NOD is recorded (and a lawsuit has not been filed), the Association will proceed with the recording and publishing of an NOS. The Owner is responsible for all publication, recording, posting and mailing costs, as well as attorneys' and/or trustee's fees.
  - iii. Sale of Property by Public Auction. If the trustee's sale proceeds, it is conducted as a public auction in the county in which the separate interest is located, during normal business hours on any business day. ANY OWNER WHOSE SEPARATE INTEREST IS IN FORECLOSURE IS URGED TO CONSULT WITH COMPETENT LEGAL COUNSEL OF THE OWNER'S SELECTION IN ORDER TO BE PROPERLY ADVISED OF THE OWNER'S RIGHTS AND OPTIONS AND THE TECHNICAL REQUIREMENTS OF THE FORECLOSURE PROCESS.
  - iv. Right of Redemption. The Trustee's Sale shall be subject to a statutory right of redemption, which shall terminate ninety (90) days after the trustee's sale is completed.

**13. MONEY JUDGMENT OPTION.** If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association may file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post-judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant. The Association may also refer certain accounts to collection agencies.

**14. RELEASE OF LIEN.** When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien, which shall be recorded in the County Recorder's Office within twenty-one (21) days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

**15. PAYMENT PLANS.** An Owner of a separate interest which is not a timeshare or who is not a developer may, if mailed to the Association within fifteen (15) days of the postmark date of the pay or lien notice, submit a written request to meet with the Board to discuss a payment plan for the payment of any delinquency. The Association shall provide the Owner with the Association's standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, unless there is no regularly scheduled Board meeting within that period, in which case the Board shall designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's separate interest to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect delinquent assessments from the time prior to entering into the payment plan. The Association shall have the power and authority to include (without limitation) the following elements/terms in any payment plan agreement that is reached with the Owner:

- a. That Owner comply with the governing documents during the course of the payment plan agreement;
- b. That Owner waive any defenses or claims related to the Association's collection efforts;
- c. That the Association may place a lien against other real or personal property owned by Owner;
- d. That Owner agrees to waive any homestead rights he/she may have relative to the delinquent assessments;
- e. That Owner assign the Association all amounts owed under any rental/lease agreement; and,
- f. That Owner be required to provide identifying information, including social security number, driver's license number, off-site address(es), phone numbers, etc.

**16. PARTIAL PAYMENTS.** Once a delinquent account has been turned over to the Association's legal counsel, Owners shall send assessment payments to the Attorney. Such payments shall only be accepted by the Association's legal counsel. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner.

## **PARKWEST CONDOMINIUM ASSOCIATION -- Collection and Lien Policy**

**17. PERSONAL OBLIGATION TO PAY ASSESSMENTS AND CHARGES.** Assessments, together with late charges, reasonable fees and costs of collection, reasonable attorneys' fees, and interest determined in accordance with California Civil Code Sections 5600 and 5605 and the Association's governing documents are a debt of the Owner of a separate interest (the Owner's lot) at the time that the assessment or other charges are levied. Whether or not the Association records a notice of delinquent assessment (lien) on your property, the Association has a right to look to the Owner, personally, to pay the debt and pursue collection of that debt in a court action. The Association is also entitled, upon compliance with the requirements of California law and provided certain criteria and procedures as specified by law are satisfied, to record a lien against your property and to take enforcement action to sell your property without court action by non-judicial foreclosure. The recording of a lien against your property does not limit the right of the Association to pursue any Owner personally for payment of all monies due.

**18. COURTESY STATEMENTS AND TIMELY PAYMENTS.** It is the Owner's responsibility to allow ample time to drop off or mail all monies due before the delinquency date. As a courtesy only, invoices or statements for regular assessments may be regularly sent to an Owner by first-class mail addressed to the Owner at his or her address as shown on the books and records of the Association. However, it is the Owner's responsibility to be aware of the assessment payment due dates and to pay any and all assessments when due, whether or not an invoice or statement has been sent. Owners should promptly advise the Association of any changes in the Owner's mailing address. The Association also reserves the right to send out coupon booklets in lieu of sending invoices or statements.

**19. RIGHT TO REQUEST VALIDATION OF DEBT.** An Owner has the right to request validation of the debt by notifying the Association in writing of such request within thirty (30) days of the Association's initial communication to the Owner. Upon such request being made, an account history or other document reflecting the delinquent balance will be forwarded to the Owner. Any information obtained in the collection process or obtained from an Owner will be used for the purpose of collecting any monies owed.

**20. COMPLIANCE WITH CIVIL CODE SECTIONS 5730 AND 5310.** The following notice is set forth to comply with the Civil Code

### **NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### **ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2003, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid.

## *FHA Condominium Approval Status*

California State Statute requires the disclosure of your HOA's FHA and VA approval status to unit owners. This information is deemed accurate at the time of this disclosure. However HUD/FHA may change the status without further notice.

**Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.**

**This common interest development IS a condominium project. The association of this common interest development IS NOT certified by the Federal Housing Administration.**

**As of now, certification by Federal Housing Administration only lasts for two years.**

**Condominium Name: Parkwest Condominium Association**

**FHA ID: None**

**FHA Status: None**

**Expiration of FHA Approval: Never Approved**

## *VA Condominium Approval Status*

California State Statute requires the disclosure of your HOA's VA approval status to unit owners. This information is deemed accurate at the time of this disclosure.

**Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.**

**This common interest development IS a condominium project. The association of this common interest development IS NOT certified by the federal Department of Veterans Affairs.**

**As of now, certification by the federal Department of Veterans Affairs does not expire.**

**Condominium Name: Parkwest Condominium Association**

**VA ID Number: None**

**VA Status: Not Approved**

**VA Expiration Date: VA Approval Is Permanent**

**CALIFORNIA TITLE COMPANY**

2730060J  
Recording Requested By:  
JOEL M. KRIGER, Esq.

When Recorded, Mail to:  
Parkwest Condominium Association  
c/o Anderson & Kriger  
8220 University Avenue, 2<sup>nd</sup> Floor  
La Mesa, CA 91941

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON SEP 18, 2002  
DOCUMENT NUMBER 2002-0900745  
GREGORY J. SMITH, COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 4:16 PM

*(Space Above for Recorder's Use)*

**FIRST RESTATEMENT OF AMENDED DECLARATION**

of

**COVENANTS, CONDITIONS AND RESTRICTIONS**

of

**PARKWEST CONDOMINIUM  
ASSOCIATION**

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.



**NOTICE:**

**"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."**

TABLE OF CONTENTS

PREAMBLE ..... PREAMBLE / RECITALS - Page 1

RECITALS ..... PREAMBLE / RECITALS - Page 1

ARTICLE I

DEFINITIONS ..... Article I - Page 3

1.1 "Articles" ..... Article I - Page 3

1.2 "Assessment" ..... Article I - Page 3

1.3 "Association" ..... Article I - Page 3

1.4 "Association Rules" ..... Article I - Page 3

1.5 "Board of Directors" or "Board" ..... Article I - Page 3

1.6 "Bylaws" ..... Article I - Page 3

1.7 "Common Area" ..... Article I - Page 3

1.8 "Condominium" ..... Article I - Page 3

1.9 "Condominium Plan" ..... Article I - Page 4

1.10 "Declarant" ..... Article I - Page 4

1.11 "Declaration" ..... Article I - Page 4

1.12 "Exclusive Use Common Area" ..... Article I - Page 4

1.13 "Governing Documents" ..... Article I - Page 4

1.14 "Member" ..... Article I - Page 4

1.15 "Owner " ..... Article I - Page 4

1.16 "Parking Spaces" ..... Article I - Page 4

1.17 "Patio, Balcony or Decks" ..... Article I - Page 4

1.18 "Project or Properties" ..... Article I - Page 5

1.19 "Unit" ..... Article I - Page 5

ARTICLE II

PROPERTY RIGHTS ..... Article II - Page 6

2.1 Property Subject to Declaration ..... Article II - Page 6

2.2 Elements of Condominium ..... Article II - Page 6

2.3 No Separate Conveyance ..... Article II - Page 6

2.4 Right of Entry by Association ..... Article II - Page 6

2.5 Nonexclusive Easements ..... Article II - Page 7

2.6 Partition Prohibited. .... Article II - Page 7

2.7 Encroachments Easements. .... Article II - Page 7

2.8 Delegation of Use ..... Article II - Page 7

2.9 Obligation to Supply Tenant Information. .... Article II - Page 8

## TABLE OF CONTENTS (Cont'd)

2.10	Lease Must Require Conformance to Governing Documents. . . . .	Article II - Page 8
2.11	Transient or Hotel Purposes. . . . .	Article II - Page 8

### ARTICLE III

	ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS . . . . .	Article III - Page 9
3.1	Association to Manage Common Areas. . . . .	Article III - Page 9
3.2	Membership . . . . .	Article III - Page 9
3.3	Transfer. . . . .	Article III - Page 9
3.4	Voting Rights. . . . .	Article III - Page 9

### ARTICLE IV

	ASSESSMENTS . . . . .	Article IV - Page 10
4.1	Creation of the Lien and Personal Obligation of Assessments . . . . .	Article IV - Page 10
4.2	Purpose of Assessments. . . . .	Article IV - Page 10
4.3	Annual Assessment. . . . .	Article IV - Page 10
	4.3.1 Preparation of Annual Budget . . . . .	Article IV - Page 10
	4.3.2 Reserve Contributions and Accounts . . . . .	Article IV - Page 11
	4.3.3 Required Notice of Assessment Increases. . . . .	Article IV - Page 11
	4.3.4 Date of Commencement of Annual Assessments; Due Dates . . . . .	Article IV - Page 11
4.4	Restrictions on Increases in Annual or Special Assessments. . . . .	Article IV - Page 11
4.5	Division of Assessments. . . . .	Article IV - Page 13
4.6	Effect of Nonpayment of Assessments. . . . .	Article IV - Page 13
4.7	Transfer of Unit by Sale or Foreclosure. . . . .	Article IV - Page 13
4.8	Enforcement; Remedies. . . . .	Article IV - Page 13
4.9	Individual Assessments . . . . .	Article IV - Page 14
	4.9.1 Damage to Common Area or Common Facilities . . . . .	Article IV - Page 14
	4.9.2 Expenses Incurred in Gaining Member Compliance . . . . .	Article IV - Page 14
	4.9.3 Change of Occupancy . . . . .	Article IV - Page 15
4.10	Levy of Individual Assessment and Payment. . . . .	Article IV - Page 15
4.11	Foreclosable Lien for Damage to Common Area. . . . .	Article IV - Page 15

## TABLE OF CONTENTS (Cont'd)

### ARTICLE V

	<b>DUTIES AND POWERS OF THE ASSOCIATION</b> .....	Article V - Page 16
5.1	<b>General Powers and Authority.</b> .....	Article V - Page 16
5.1.1	<b>Assessments.</b> .....	Article V - Page 16
5.1.2	<b>Adoption of Rules.</b> .....	Article V - Page 16
5.1.3	<b>Enforcement of Violations.</b> .....	Article V - Page 16
5.1.4	<b>Delegation of Authority.</b> .....	Article V - Page 17
5.1.5	<b>Right of Entry.</b> .....	Article V - Page 17
5.1.6	<b>Easements.</b> .....	Article V - Page 18
5.1.7	<b>Acquisition and Disposition of Property.</b> .....	Article V - Page 18
5.1.8	<b>Loans.</b> .....	Article V - Page 18
5.1.9	<b>Dedication.</b> .....	Article V - Page 18
5.1.10	<b>Contracts.</b> .....	Article V - Page 18
5.1.11	<b>Expenditure of Reserve Funds.</b> .....	Article V - Page 18
5.1.12	<b>Transfer of Reserve Funds.</b> .....	Article V - Page 19
5.1.13	<b>Cable Television.</b> .....	Article V - Page 19
5.1.14	<b>Prosecution and Defense of Lawsuits.</b> .....	Article V - Page 19
Section 5.2	<b>Duties of the Association.</b> .....	Article V - Page 19
5.2.1	<b>Maintenance and Operation of Common Areas.</b> .....	Article V - Page 19
5.2.2	<b>Financial Statements.</b> .....	Article V - Page 19
5.2.3	<b>Insurance.</b> .....	Article V - Page 20
5.2.4	<b>Discharge of Liens.</b> .....	Article V - Page 20
5.2.5	<b>Assessments</b> .....	Article V - Page 20
5.2.6	<b>Payment of Expenses.</b> .....	Article V - Page 20
5.2.7	<b>Enforcement</b> .....	Article V - Page 20
5.2.8	<b>Conduct Reserve Studies.</b> .....	Article V - Page 20
5.3	<b>Limitation on Board Authority.</b> .....	Article V - Page 21
5.4	<b>Limitation on Liability of Officers and Directors.</b> .....	Article V - Page 22

### ARTICLE VI

	<b>MAINTENANCE RESPONSIBILITIES</b> .....	Article VI - Page 23
6.1	<b>Common Area and Recreation Area.</b> .....	Article VI - Page 23
6.1.1	<b>Wood-Destroying Pests or Organisms</b> .....	Article VI - Page 23
6.2	<b>Owner Maintenance Responsibilities.</b> .....	Article VI - Page 23
6.3	<b>Maintenance Matrix.</b> .....	Article VI - Page 24
6.4	<b>Recovery of Costs of Certain Repairs and Maintenance</b> .....	Article VI - Page 24
6.5	<b>Cooperative Maintenance Obligations.</b> .....	Article VI - Page 24

## TABLE OF CONTENTS (Cont'd)

### ARTICLE VII

<b>USE RESTRICTIONS</b> .....	Article VII - Page 25
7.1 Condominium Use .....	Article VII - Page 25
7.2 Nuisances .....	Article VII - Page 26
7.3 Signs .....	Article VII - Page 26
7.4 Animals .....	Article VII - Page 26
7.5 Structural Integrity .....	Article VII - Page 26
7.6 Drapes .....	Article VII - Page 27
7.7 Clotheslines .....	Article VII - Page 27
7.8 Power Equipment and Motor Vehicle Maintenance .....	Article VII - Page 27
7.9 Commonly Metered Utilities .....	Article VII - Page 27
7.10 Flags, Pennants, Banners, etc. ....	Article VII - Page 27
7.11 Activities Causing Increase in Insurance Rates .....	Article VII - Page 27
7.12 Common Area Use .....	Article VII - Page 28
7.13 Floor Coverings .....	Article VII - Page 28
7.14 Antennas and Satellite Dishes .....	Article VII - Page 28

### ARTICLE VIII

<b>ARCHITECTURAL CONTROL</b> .....	Article VIII - Page 29
8.1 Improvements in General; Establishment of Architectural Review Committee .....	Article VIII - Page 29
8.2 Improvement Defined .....	Article VIII - Page 29
8.3 Appointment of Architectural Review Committee .....	Article VIII - Page 29
8.4 Submission of Plans; Action by Committee .....	Article VIII - Page 30
8.5 Architectural Rules .....	Article VIII - Page 30
8.6 Variances .....	Article VIII - Page 30

### ARTICLE IX

<b>INSURANCE</b> .....	Article IX - Page 32
9.1 Insurance Coverage .....	Article IX - Page 32
9.1.1 Casualty .....	Article IX - Page 32
9.1.2 Liability .....	Article IX - Page 32
9.1.3 Workers Compensation .....	Article IX - Page 32
9.1.4 Directors Liability .....	Article IX - Page 32
9.1.5 Fidelity Bond .....	Article IX - Page 32
9.1.6 Other Insurance .....	Article IX - Page 32
9.2 Insurance Trustee .....	Article IX - Page 33
9.3 Waiver of Subrogation .....	Article IX - Page 33
9.4 No Duplicate Insurance Coverage .....	Article IX - Page 33

## TABLE OF CONTENTS (cont'd)

9.5	Unit Owner Insurance Required .....	Article IX - Page 33
-----	-------------------------------------	----------------------

### ARTICLE X

DAMAGE OR DESTRUCTION .....		Article X - Page 35
10.1	Destruction; Proceeds Exceed 85 Percent of Reconstruction Costs .....	Article X - Page 35
10.2	Destruction; Proceeds Less Than 85 Percent of Reconstruction Costs .....	Article X - Page 35
10.3	Apportionment of Assessments .....	Article X - Page 36
10.4	Rebuilding Contract .....	Article X - Page 36
10.5	Rebuilding Not Authorized .....	Article X - Page 36
10.6	Minor Repair and Reconstruction .....	Article X - Page 36
10.7	Revival of Right to Partition .....	Article X - Page 37

### ARTICLE XI

CONDEMNATION .....		Article XI - Page 38
11.1	Sale by Unanimous Consent .....	Article XI - Page 38
11.2	Distribution of Proceeds of Sale .....	Article XI - Page 38
11.3	Distribution of Condemnation Award .....	Article XI - Page 38
11.4	Appraisal if Condemnation Award Not Apportioned .....	Article XI - Page 38

### ARTICLE XII

UTILITIES .....		Article XII - Page 39
12.1	Owners' Rights and Duties .....	Article XII - Page 39
12.2	Easements for Utilities and Maintenance .....	Article XII - Page 40
12.3	Association's Duties .....	Article XII - Page 40

### ARTICLE XIII

GENERAL PROVISIONS .....		Article XIII - Page 41
13.1	Enforcement .....	Article XIII - Page 41
13.2	Court Actions, Mediation, Arbitration .....	Article XIII - Page 41
13.2.1	Approval of Board .....	Article XIII - Page 41
13.2.2	Mediation of Certain Disputes .....	Article XIII - Page 41
13.3	Severability .....	Article XIII - Page 42
13.4	Term .....	Article XIII - Page 42
13.5	Construction .....	Article XIII - Page 42
13.6	Amendments .....	Article XIII - Page 42
13.7	Singular Includes Plural .....	Page 42



**TABLE OF CONTENTS (Cont'd)**

13.8	Nuisance	Page 43
13.9	Waiver	Page 43
13.10	Conflict of Governing Documents	Page 43
13.11	Joint and Several Liability	Page 43
<b>ACKNOWLEDGMENTS</b>		<b>Page 45, 46</b>

**FIRST RESTATED DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS OF  
PARKWEST CONDOMINIUM ASSOCIATION**

**RECITALS**

**THIS DECLARATION**, made on the date set forth in this instrument by **PARKWEST CONDOMINIUM ASSOCIATION** ("Declarant"), is made with reference to the following facts:

A. **Location of Property.** Declarant is the management association of a certain real property (the "Property") located in the City of San Diego, County of San Diego, State of California, more particularly described as:

Lots G, H and I in Block 310 of Horton's Addition, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by L.L. Locking in Deed Book 13, Page 522, filed in the Office of the County Recorder of San Diego County.

B. **Intention.** Declarant intends to convert the existing improvements and structures to Condominiums consisting of separate interests in Units and undivided interests in common portions of the remaining Property.

C. **Owner's Interest.** The development shall be referred to as the "Project" as defined in paragraph 1.16 of this Declaration. The conversion will be completed in one phase.

The Owner of a Condominium will receive a separate interest in an individual Condominium Unit and an undivided one-eighteenth (1/18th) interest in common in the Common Area of Lots G, H and I. Each Condominium shall have appurtenant to it a membership in the **PARKWEST CONDOMINIUM ASSOCIATION**, a California nonprofit mutual benefit corporation, which shall manage the Common Area.

D. **Mutually Beneficial Restrictions.** Declarant intends by this document to impose upon the Project mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Owners of Condominiums.

**NOW, THEREFORE,** Declarant hereby declares that the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the declarations, limitations, covenants, conditions, restrictions, and easements contained in this Declaration, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Project for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part of it, in accordance with the plan for the improvements of the Project and its division into Condominiums. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants that run with the land and are binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project or the Property in the Project.

## ARTICLE I

### DEFINITIONS

**Section 1.1** "Articles" means the Articles of Incorporation of PARKWEST CONDOMINIUM ASSOCIATION, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

**Section 1.2** "Assessment" means any Regular, Special or Individual Assessment made or assessed by the Association against an Owner and his or her Condominium in accordance with the provisions of Article IV of this Declaration.

**Section 1.3** "Association" means PARKWEST CONDOMINIUM ASSOCIATION, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "Association" as defined in California Civil Code §1351(a).

**Section 1.4** "Association Rules" means the rules, regulations and policies adopted by the Board of Directors of the Association, as the same may be in effect from time to time.

**Section 1.5** "Board of Directors" or "Board" means the Board of Directors of the Association.

**Section 1.6** "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

**Section 1.7** "Common Area" means the entire project excepting the Units.

**Section 1.8** "Condominium" means an estate in real property as described in the California Civil Code §§ 783 and 1351(f) consisting of an undivided interest as a tenant in common in all or any portion of the Common Area, together with a separate fee interest in a Unit and any other separate interests in the real property as are described in this Declaration, in the Condominium Plan, or in the deed conveying the Condominium.

**Section 1.9** "Condominium Plan" means a Condominium Plan recorded pursuant to California Civil Code §1351(e) respecting the Project, and any amendments to the plan as recorded at File/Page No. \_\_\_\_\_ in the Office of the County Recorder of San Diego County.

**Section 1.10** "Declarant" means the PARKWEST CONDOMINIUM ASSOCIATION, a California nonprofit corporation.

**Section 1.11** "Declaration" means this instrument, as it may be amended from time to time.

**Section 1.12** "Exclusive Use Common Area" shall mean and refer to those portions of the Common Areas, if any, set aside for the exclusive use of an Owner, and shall consist of patios/balconies/decks and garage parking spaces as defined in the Condominium Plan. These areas shall constitute Exclusive Use Common Area within the meaning of California Civil Code §1351(i).

**Section 1.13** "Governing Documents" is a collective term that means and refers to this Declaration and the Articles, the Bylaws, and the Association Rules.

**Section 1.14** "Member" means every person or entity who is an Owner.

**Section 1.15** "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Condominium, as shown by the official records of the County recorder. The term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner.

**Section 1.16** "Parking Spaces" means the parking spaces designated on the Condominium Plan. Each Owner whose Unit number appears on the parking space or spaces designated on the Condominium Plan shall have an exclusive right for parking purposes over that portion of the Common Area designated on the Condominium Plan. Each Owner having such an exclusive right for parking purposes shall keep his or her parking space in a neat, clean, attractive, and safe condition at all times.

**Section 1.17** "Patio, Balcony or Decks" means that portion of the Common Area adjacent to a Unit designated on the Condominium Plan. Each Owner shall have an exclusive right to use and enjoy that portion of the Common Area adjacent to his or her Unit designated on the Condominium

Plan and bearing his or her Unit number. Each Owner shall keep their patio/balcony/deck in a neat, clean, attractive and safe condition at all times.

**Section 1.18 "Project or Properties"** means all parcels or real property described in Recital "A" hereof, together with all building structures, utilities, and facilities, and other improvements.

**Section 1.19 "Unit"** means the elements of a Condominium that are not owned in common with the Owners of Condominiums in the Project. "Unit" does not include other interests in real property that are less than estates in real property, such as exclusive or nonexclusive easements. The boundaries of each Unit are the interior surfaces of the perimeter walls, floors, ceilings windows and doors thereof and each such Unit includes the surfaces so described, and portions of the building and improvement lying within said boundaries and the air space so encompassed. The following are not part of the Unit: Bearing walls, columns, floors, roofs, slabs, foundations, pipes, shues, ducts, flues, conduits, wires, and other utilities wherever located except outlets thereof within the Units.



## ARTICLE II

### PROPERTY RIGHTS

#### **Section 2.1 Property Subject to Declaration.**

All the real property previously described in the Preamble and the improvements thereon, shall be subject to this Declaration.

#### **Section 2.2 Elements of Condominium.**

Ownership of each Condominium within the Project shall include a Unit; an undivided interest in the Common Area, as specified in the deed to each Owner; Exclusive Use Common Area as designated in the Condominium Plan; a membership in the Association; and any exclusive or nonexclusive easement or easements appurtenant to such Condominium over the Common Area as described in this Declaration, the Condominium Plan and the deed to the Condominium.

#### **Section 2.3 No Separate Conveyance.**

No Owner may sell, assign, lease or convey (i) his interest in the Common Area separate and apart from his living Unit, nor (ii) his interest in any Exclusive Use Area separate and apart from his interest in the Common Area and his living Unit, nor (iii) his living Unit separate and apart from his Exclusive Use Areas.

#### **Section 2.4 Right of Entry by Association.**

For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Unit or upon any portion of the Common Area to effect emergency repairs. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Unit or any portion of the Common Area to effect repairs, improvements, replacements or maintenance which the Association, after approval by a majority vote of the Board, reasonably deems necessary. Such entry shall be made with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days notice has been given to the Owner.

**Section 2.5 Nonexclusive Easements.**

Each Member shall have a nonexclusive easement for use and enjoyment of the Common Area and for ingress, egress, and support over and through the Common Area. These easements shall be appurtenant to, and shall pass with the title to, each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to the right of the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

**Section 2.6 Partition Prohibited.**

The Common Areas shall remain undivided as set forth above. Except as provided by California Civil Code §1359 or authorized under this Declaration, no Owner shall bring any action for partition of the Common Areas, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Condominium owned by two (2) or more persons and division of the sale proceeds is not prohibited hereby, but partition of title to a single Condominium is prohibited.

**Section 2.7 Encroachments Easements.**

Each Owner is hereby declared to have an easement over all adjoining Properties and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting of the building, or any other similar cause. There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

**Section 2.8 Delegation of Use.**

Any Owner may delegate his rights of use and enjoyment of the Project, including any recreational facilities, to the members of his family, his guests and tenants, and to such other persons as may be permitted by the Bylaws and the Association Rules. However, if an Owner has sold his Unit to a contract purchaser or has leased or rented it, the Owner, members of the Owner's family, and guests shall not be entitled to use and enjoy any of such rights while the Owner's Unit is occupied by the contract purchaser or tenant. Instead, the contract purchaser, or tenant, while occupying such Unit, shall be entitled to use and enjoy such rights, including the recreational

facilities, and can delegate the rights of use and enjoyment in the same manner. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the covenants, conditions and restrictions contained in this Declaration.

**Section 2.9 Obligation to Supply Tenant Information.**

Each Owner shall notify the Secretary or management company of the Association of the names of any contract purchasers or tenants of such Owner's Unit.

**Section 2.10 Lease Must Require Conformance to Governing Documents.**

Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Unit shall require compliance by the tenant or contract purchaser with all of the covenants, conditions and restrictions contained in this Declaration, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of this Declaration to the same extent that such right of action exists against such Owner. Any lease shall specify that failure to abide by such provisions shall be a default under the agreement.

**Section 2.11 Transient or Hotel Purposes.**

The respective Condominiums shall be used only as single family residences and shall not be rented for transient or hotel purposes, which are defined as: (a) rental for any period less than 30 days; or (b) any rental if the occupants of the Condominium are provided customary hotel service such as room service for food and beverages, maid service, laundry and linen service or bellboy service.

## **ARTICLE III**

### **ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS**

#### **Section 3.1 Association to Manage Common Areas.**

The management of the Common Area shall be vested in the Association in accordance with its Governing Documents. The Members covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, Bylaws and Rules of the Association.

#### **Section 3.2 Membership.**

The Owner of a Condominium shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with this Declaration, the Articles, and Bylaws of the Association.

#### **Section 3.3 Transfer.**

The Association membership held by any Owner in the property shall not be transferred, pledged or alienated in any way except upon the sale of an ownership interest and then only to the purchaser. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association.

#### **Section 3.4 Voting Rights.**

The voting rights of the membership are set forth in the Bylaws, Section 3.6.

## **ARTICLE IV**

### **ASSESSMENTS**

#### **Section 4.1 Creation of the Lien and Personal Obligation of Assessments.**

Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for purposes permitted herein, and (3) Individual Assessments (as more fully described in Section 4.9 herein); such Assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the separate interest against which each such Assessment is made, the lien to become effective upon recordation of a notice of Assessment. Each such Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. No Member may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

#### **Section 4.2 Purpose of Assessments.**

The Assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the entire Project and for the improvement and maintenance of the Common Area and those other portions of the property for which the Association is responsible and for the common good of the Project.

#### **Section 4.3 Annual Assessment.**

The Board of Directors shall determine and fix the amount of the Annual Assessment against each Unit in accordance with the procedures described below.

##### **Section 4.3.1 Preparation of Annual Budget**

Not less than 45 nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated common expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the common facilities) by preparing and

distributing to all Association Members a budget. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board shall not be permitted to increase regular assessments for that fiscal year unless the Board first obtains the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association.

**Section 4.3.2 Reserve Contributions and Accounts.**

As part of the regular annual Assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed pro rata by each Member to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, repair or replacement of improvements, including fixtures and personal property related thereto. Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The Board shall maintain a separate account for those funds. The Board shall fix the method of payment of such Assessments and shall be empowered to permit either lump sum or monthly payments. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a reserve account.

**Section 4.3.3 Required Notice of Assessment Increases.**

Whenever there is an increase in Annual or Special Assessments of the Association, all Members shall be notified by first-class mail, not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due.

**Section 4.3.4 Date of Commencement of Annual Assessment; Due Dates.**

The annual Assessments provided for in this Declaration shall commence as to all Condominiums in the Project on the first day of the month following the first conveyance of a subdivision interest in the Project. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

**Section 4.4 Restrictions on Increases in Annual or Special Assessments.**

The Board may not impose on any Condominium an annual Assessment that is more than 20 percent greater than the annual Assessment for the immediately preceding fiscal year or levy a special Assessment to defray the cost of any action or undertaking on behalf of the Association that

in the aggregate exceeds 5 percent of the budgeted gross expenses of the Association for that fiscal year without the vote or written assent of Members casting a majority of the votes at a meeting of the Association at which a quorum is present. For purposes of this paragraph 4.4, a "quorum" means members constituting more than 50 percent of the voting power of the Association. Any meeting of the Association for purposes of complying with this paragraph 4.4 shall be conducted in accordance with California Corporations Code §§ 7510 et seq. and California Corporations Code §7613. The Board may increase annual Assessments by up to 20 percent over the annual Assessment for the immediately preceding fiscal year only if the Board has complied with the provisions of California Civil Code §1365(a), (see Section 4.3.1 herein) or has obtained the approval of the increase by the Members in the manner set forth above in this paragraph 4.4.

Notwithstanding the foregoing, the Board, without membership approval, may increase annual Assessments or levy special Assessments necessary for an emergency situation. For purposes of this paragraph, an emergency situation is one of the following:

- A. An extraordinary expense required by an order of a court;
- B. An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible when a threat to personal safety on the Project is discovered; or
- C. An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget; provided, however, that prior to the imposition or collection of the Assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of the Assessment.

This paragraph 4.4 incorporates the statutory requirements of California Civil Code §1366. If that section of the California Civil Code is amended in any manner, this paragraph automatically shall be amended in the same manner without the necessity of amending this Declaration.



**Section 4.5 Division of Assessments.**

All Assessments, both Annual and Special, shall be charged to and divided among the Members equally.

**Section 4.6 Effect of Nonpayment of Assessments.**

Assessments are delinquent fifteen (15) days after they become due. A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10), whichever is greater shall be imposed upon any delinquent payment. Interest on delinquent Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the Assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

**Section 4.7 Transfer of Unit by Sale or Foreclosure.**

Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale of any Unit pursuant to Mortgage foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

**Section 4.8 Enforcement; Remedies.**

If any Annual or Special Assessment is delinquent, the Association may record an Assessment Lien against the Condominium of the delinquent Owner, notwithstanding any provision of this Declaration to the contrary, the Assessment lien provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust upon any Condominium. The lien shall be recorded in accordance with the requirements of Civil Code §1367. The lien shall be signed by any officer of the Association or any agent designated by the Association.

An Assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code §2934(a). Any sale shall be conducted in accordance with the provisions of §§2924, 2924(b), 2924(e), 2924(f), 2924(g) and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments.

The Association, acting on behalf of the Condominium Owners, shall have the power to bid for the Condominium at foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

**Section 4.9 Individual Assessments.**

In addition to the Special Assessments levied against all Owners in accordance with Section 4.4 above, the Board of Directors may impose Individual Assessments against an Owner in any of the circumstances described below, provided that no Individual Assessments may be imposed against an Owner pursuant to this Section 4.9 until the Owner has been afforded notice and the opportunity for a hearing, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Individual Assessments include the following:

**Section 4.9.1 Damage to Common Area or Common Facilities.**

In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities, including any portion of the Unit which the Association is obligated to repair and maintain is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Individual Assessment.

**Section 4.9.2 Expenses Incurred in Gaining Member Compliance.**

In the event that the Association incurs any costs or expenses, to bring the Owner and/or his Condominium into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Individual Assessment.

**Section 4.93 Change of Occupancy.**

A change of occupancy charge may be assessed against each Condominium at the time escrow closes on the conveyance of title to such Condominium, if title is transferred, or as of the date a new tenant takes possession of the Unit, if the Unit is leased. The charge shall be for the purpose of covering the reasonable and necessary expenses incurred by the Association as a result of the change of ownership or possession of the Condominium. The charge shall be in an amount to be reasonably determined from time to time by the Board.

**Section 4.10 Levy of Individual Assessment and Payment.**

Once an Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this Section 4.9, such Individual Assessment shall be recorded on the Owner's account, notice thereof shall be mailed to the affected Owner and the Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment.

**Section 4.11 Foreclosable Lien for Damage to Common Area.**

Once an Individual Assessment has been imposed by the Association's Board of Directors pursuant to Section 4.9.1 with regard to damage to Common Area or Common Facilities such charge may be collected as provided in Section 4.8.

## ARTICLE V

### DUTIES AND POWERS OF THE ASSOCIATION

#### **Section 5.1 General Powers and Authority.**

The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents of the Association. It may perform all acts which may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Documents. Its powers shall include, but are not limited to, the following:

#### **Section 5.1.1 Assessments.**

The Association shall have the power to establish, fix, and levy Assessments against the Members in accordance with the procedures set out in this Declaration and subject to the limitations therein.

#### **Section 5.1.2 Adoption of Rules.**

The Association shall have the power to adopt reasonable operating rules governing the use of the Common Area and any facilities located thereon, and of any other Association property. Such rules may include, but are not limited to, reasonable restrictions on use by the Members and their guests, rules of conduct, and the setting of reasonable fees for the use of recreational facilities. A copy of the current Association Rules shall be given to each Member.

#### **Section 5.1.3 Enforcement of Violations.**

In addition to any other enforcement rights described in Section 13.1 and in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (i) impose monetary penalties, including late charges and interest;

(ii) suspend voting rights in the Association until the violation has been cured; and

(iii) suspend use privileges for the Common Area until the violation has been cured.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. The Association shall substantially comply with the due process requirements of the Section 7.5 of the Bylaws before imposing any of the foregoing sanctions.

The Association is not empowered to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of its individually owned subdivision interest on the account of the failure by the Owner to comply with the provisions of the governing documents or of duly enacted rules of operation for common areas and facilities except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure sale under a power of sale for failure of the Owner to pay assessments, duly levied by the Association.

**Section 5.1.4 Delegation of Authority.**

The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to such committees, officers, or employees as are allowed under the Governing Documents. The Board of Directors may contract for the assistance of a reputable property management agent to assist it and its officers in carrying out its duties.

**Section 5.1.5 Right of Entry.**

The Association's agents or employees shall have the right to enter upon any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Member as is practicable, and in accordance with Section 2.3 of this Declaration.

**Section 5.1.6 Easements.**

The Association shall have the authority, by document signed or approved by two-thirds (2/3) of the Board of Directors, to grant easements in addition to those shown on the map, where necessary for utilities, cable television, and sewer facilities over the Common Area to serve the common and open space areas and the Units. All other easements, such as those to accommodate adjoining property owners, require approval of a majority of the total voting power of the Association.

**Section 5.1.7 Acquisition and Disposition of Property.**

The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association.

**Section 5.1.8 Loans.**

The Association shall have the power to borrow money in accordance with the provisions of its Bylaws, Section 7.3.

**Section 5.1.9 Dedication.**

The Association shall have the power to dedicate all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication shall be effective unless approved by three-fourths (3/4) of the total voting power of the Association.

**Section 5.1.10 Contracts.**

The Association shall have the power to contract for goods and/or services for the Common Area(s) facilities and interests, or for the Association, subject to limitations of the Governing Documents.

**Section 5.1.11 Expenditure of Reserve Funds.**

The Board of Directors may only expend funds designated as reserve funds for the purpose of repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

**Section 5.1.12 Transfer of Reserve Funds.**

The Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash flow requirements or other expenses. The time, manner and method of restoration of these funds shall be governed by state law in effect at the time the funds were transferred. At the time of recordation of this document Civil Code §1365.5(c)(2) governed.

**Section 5.1.13 Cable Television.**

The Board has the authority, if it deems it in the best interests of the Association, to contract and pay for bulk rate cable television services to be provided to the individual Members on such terms and conditions as the Board deems proper. The cost of said bulk rate cable television services may be paid for out of the general operating funds of the Association and included in the Association's operating budget.

**Section 5.1.14 Prosecution and Defense of Lawsuits.**

The Board has the authority to prosecute or defend, in the name of the Association, any action affecting or relating to the Common Area or property owned by the Association, and any action in which all or substantially all of the Owners have an interest.

**Section 5.2 Duties of the Association.**

In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible for the following:

**Section 5.2.1 Maintenance and Operation of Common Areas.**

The Association, acting through the Board, shall operate and maintain the Common Areas and the facilities located thereon; such duty shall include providing maintenance of the Common Areas as provided in Article VI.

**Section 5.2.2 Financial Statements.**

The Association shall regularly prepare, review and distribute financial statements to the Members in accordance with the Bylaws.



**Section 5.2.3 Insurance.**

The Association shall maintain such policy or policies of insurance as are required by this Declaration.

**Section 5.2.4 Discharge of Liens.**

The Association shall discharge by payment, if necessary, any lien against the Common Area, and charge the cost thereof to the Member or Members responsible for the existence of the lien (after notice and a hearing, as provided in the Bylaws).

**Section 5.2.5 Assessments**

The Association shall fix, levy, collect, and enforce Assessments.

**Section 5.2.6 Payment of Expenses.**

The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

**Section 5.2.7 Enforcement.**

The Association shall enforce this Declaration.

**Section 5.2.8 Conduct Reserve Studies.**

At least once every three years the Board of Directors shall cause a study of the reserve account requirements of the common interest development to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one-half of the gross budget of the Association for any fiscal year, excluding the Association reserve account. The reserve study shall consist, in part, of a reasonably competent diligent inspection of the assessable area of the Association maintained major components.

**Section 5.3 Limitation on Board Authority.**

Except with the vote or written assent of Owners casting a majority of the votes at a meeting or through a mail ballot where a quorum is represented, the Board shall not take any of the following actions:

A. Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year or incurring aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent of the budgeted gross expenses of the Association for that fiscal year;

B. Pay compensation to Members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a Member for expenses incurred in carrying on the business of the Association; or

C. Enter into a contract with a third person to furnish goods or services for the Common Area or the Association for a term longer than one year, with the following exceptions:

(i) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided the term does not exceed the shortest term for which the supplier will contract at the regulated rate;

(ii) Prepaid casualty or liability insurance policies not to exceed three years' duration provided the policy permits short rate cancellation by the insured;

(iii) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration provided that the supplier or suppliers are not entities in which the subdivider has a direct or indirect ownership interest of ten percent or more;

(iv) Agreements for lease of laundry equipment shall not exceed five years duration provided that the lessor, under the agreement, is not an entity in which the subdivider has a direct or indirect ownership interest of ten percent or more;

(v) Agreements for cable television services and equipment or satellite dish television services and equipment of no more than five years duration, provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent or more;

(vi) A management contract, the terms of which have been approved by the Federal Housing Administration or Veteran's Administration; and

(vii) A contract for a term not to exceed three years that is terminable by the Association after no longer than one year without cause, penalty, or other obligation upon ninety days' written notice of termination to the other party.

**Section 5.4 Limitation on Liability of Officers and Directors.**

No director, officer, committee Member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.

## ARTICLE VI

### MAINTENANCE RESPONSIBILITIES

#### Section 6.1 Common Area and Recreation Area.

The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area and the Recreational Area. In addition, no person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area or the Recreation Area without express approval of the Association.

#### Section 6.1.1 Wood-Destroying Pests or Organisms.

The Association is responsible for the repair and maintenance of the Common Area occasioned by the presence of wood-destroying pest or organisms. The cost of temporary relocation during the repair and maintenance of the areas within the responsibility of the Association shall be borne by the Owner of the Unit affected. The Association shall give notice of the need to temporarily vacate a Unit to the occupants and to the Owners not less than fifteen (15) days nor more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the occupants will be responsible for their own accommodations during the temporary relocation.

#### Section 6.2 Owner Maintenance Responsibilities.

Each Condominium Owner shall, at his sole cost and expense, maintain and repair his Unit, keeping the same in good condition. Each Owner's maintenance responsibility includes but is not limited to the cost of maintenance, repair, and replacement of the following items:

- A. Interior surfaces of all perimeter and interior walls, ceilings, and floors (including carpeting, tile, wallpaper, paint, or other coverings);
- B. Light fixtures, with the switches located inside the Unit, and all appliances (exclusively serving the Unit, whether located within the Unit or on Common Area);

- C. Interior doors, including all hardware thereon; light bulbs; plumbing and plumbing fixtures located within the boundaries of the Unit;
- D. Repair, replacement, and cleaning of windows and glass of the Unit, both exterior and interior;
- E. Maintain all Exclusive Use Common Areas appurtenant to the Unit in a clean and attractive condition.

Owners shall not be responsible for repair or replacement of any of the structural or physical components of said Exclusive Use Common Areas. Owners shall not be responsible to maintain, repair and replace the exterior doors of their respective Units.

**Section 6.3 Maintenance Matrix.**

A maintenance matrix is attached hereto and marked as Exhibit "A". The matrix sets forth specifically those components of the Project that are the respective responsibility of the Owners and Association to maintain. In the event of a conflict between the division of maintenance responsibility set forth in the governing documents and the matrix, the matrix shall be followed.

**Section 6.4 Recovery of Costs of Certain Repairs and Maintenance.**

In the event that an Owner fails to perform maintenance functions for which he or she is responsible under this Article, the Association may give written notice to the offending Owner with a request to correct the failure within 15 days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under Article II, Section 2.4, to enter the Owner's Unit and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing. The cost of the repairs may be billed to the owner as an individual Assessment in accordance with Section 4.9.

**Section 6.5 Cooperative Maintenance Obligations.**

To the extent necessary or desirable to accomplish the Association's maintenance obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

## ARTICLE VII

### USE RESTRICTIONS

Each Owner of a Condominium shall be responsible for ensuring that the Owner's family, guests, tenants and all occupants of the Owner's Condominium comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

#### Section 7.1 Condominium Use.

No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted in any Condominium except that residential Condominiums may be used as a combined residence and executive or professional office by the Owner, as long as that use does not interfere with the quiet enjoyment by other Owners and does not include visiting clients

The number of residents, unless applicable law provides otherwise, shall be limited as follows:

- A. No more than two persons per bedroom plus one in any Condominium shall be permitted as permanent residents. ( A "permanent resident" means any person residing in a Condominium more than 60 days out of any consecutive 12-month period. )
- B. No health care facilities operating as a business or charity and serving the sick, elderly, disabled, handicapped, or retarded shall be permitted in the Project, unless permitted by law or ordinance that preempts this restriction.
- C. No family day care center for children shall be permitted within the Project except as specifically authorized by California Health and Safety Code §1597.40 and other applicable state statutes. The owner/operator of the day care center shall comply with all local and state laws regarding the licensing and operating of a day care center.

**Section 7.2 Nuisances.**

No noxious, illegal, or seriously offensive activities shall be carried on within any Condominium, or in any part of the Project, nor shall anything be done there that may be or may become a serious annoyance or a nuisance to, or that may in any way interfere with, the quiet enjoyment of the Owners' Condominiums, or that shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or cause a refusal to renew the policy, or that will impair the structural integrity of any building.

**Section 7.3 Signs.**

No signs shall be displayed to the public view on any Condominiums or any portion of the Project, except signs that are approved by the Board or committee appointed by the Board. However, each Owner may display no more than one "For Sale" or "For Rent" or "For Exchange" sign, and may also display one sign advertising directions to another Owners' Condominium that is for sale, rent, or exchange, provided the design, dimensions, and locations are reasonable.

**Section 7.4 Animals.**

No animals of any kind shall be raised, bred, or kept in any Condominium, or on any portion of the Project, except trained dogs used for assistance by visually impaired, hearing impaired, or physically handicapped persons and except one usual and ordinary household pet such as a dog or cat, provided it is not kept, bred, or maintained for any commercial purposes, and it is kept under control at all times. No pet shall be allowed in the Common Area except as may be permitted by Rules of the Board. No Owner shall allow his or her dog to enter the Common Area except on a leash.

An Owner shall prohibit his or her pet(s) from making disturbing noises heard from any structure on any other Unit between the hours of 10:00 PM to 7:00 AM. An Owner in violation of this section may be deemed to be permitting, or causing a serious annoyance or nuisance to any other owner.

**Section 7.5 Structural Integrity.**

Nothing shall be done in or on any Unit or in or on the Common Area that will impair the structural integrity of any building.



**Section 7.6 Drapes.**

All drapes, curtains, window coverings, shutters, or blinds visible from the street or Common Areas shall be beige, white, or off-white in color or lined in beige, white, or off-white, or as the case may be, of colors, materials, and patterns that are approved by the Board or its authorized committee.

**Section 7.7 Clotheslines.**

There shall be no outside laundering or drying of clothes. No draping of towels, carpets, or laundry over exterior railings shall be allowed.

**Section 7.8 Power Equipment and Motor Vehicle Maintenance.**

No power equipment, hobby shops, or motor vehicle maintenance ( other than emergency work ) shall be permitted on the Project except with prior written approval of the Board. Approval shall not be unreasonably withheld, and in deciding whether to grant approval the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections. All hazardous waste shall be disposed of properly by each Owner.

**Section 7.9 Commonly Metered Utilities.**

The Board may establish restrictions regarding the individual use of any utility on a common meter, and may impose reasonable charges for that individual use.

**Section 7.10 Flags, Pennants, Banners, etc.**

There shall be no exhibiting, flying, or hanging of any flags, pennants, banners, kites, towels, etc., from any area of the Project ( except the Declarant's sales office ) that would be visible from the street, Common Area, or the other Units, except under reasonable Rules adopted by the Board or the Architectural Control Committee, and except as expressly permitted by statute.

**Section 7.11 Activities Causing Increase in Insurance Rates.**

Nothing shall be done or kept in any Unit or in any improvements constructed on any Unit, or in the Common Area, that will increase any applicable rate of insurance or that will result in the cancellation of insurance on any Unit or any part of the Common Area, or that would be in violation of any law.

**Section 7.12 Common Area Use.**

Nothing shall be stored, grown, or displayed in the Common Area, including decks, balconies, and patios, that is not approved in advance by the Architectural Control Committee.

**Section 7.13 Floor Coverings.**

No change in the floor covering materials originally installed in the Units shall be permitted except with the consent of the Architectural Control Committee. To reduce sound transmission, all Units that are above other Units shall have all floor areas except kitchens and bathrooms covered with carpet or other material that provides equivalent insulation against sound transmission to the Unit below.

**Section 7.14 Antennas and Satellite Dishes.**

The Board of Directors may adopt additional guidelines for the installation of video or television antenna including, satellite dishes, to supplement this Section. All rules will be consistent with the Telecommunications Act of 1996 and any rules implemented by the Federal Communication Commission. Owners may install satellite dishes not in excess of one (1) meter in diameter on Exclusive Use Common Areas appurtenant to their unit, such as balconies, terraces, decks or patios. Owners may not install satellite dishes or antennas on any Common Areas such as roofs, hallways, walkways or exterior walls of the buildings. The Association may adopt rules permitting installation of satellite dishes or antennas in Common Areas, but adoption of said rules are solely within the discretion of the Board of Directors. The Board may adopt rules regulating the installation of antennas or satellite dishes on Exclusive Use Common Areas so long as the rules do not unreasonably delay or prevent installation, maintenance or use, unusually increase the cost of installation, maintenance or use, or preclude reception of an acceptable quality signal. Any rules implemented for legitimate safety restrictions are permitted, even if they impair installation, maintenance or use of the satellite dish or antenna.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

#### **Section 8.1 Improvements in General; Establishment of Architectural Review Committee.**

No Improvement (as defined in Section 8.2 below) of any kind shall be commenced, erected or maintained within the Properties, nor shall any exterior addition to or change or alteration be made in or to any Unit or Common Facility structure containing Units or to any Exclusive Use Common Area until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Association's Architectural Review Committee as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

#### **Section 8.2 Improvement Defined.**

"Improvement" includes, without limitation, the construction, installation, alteration, or remodeling of any buildings, walls, decks, fences, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines, or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the Unit interior and which do not involve the roof or any load bearing wall thereof.

#### **Section 8.3 Appointment of Architectural Review Committee.**

The Board of Directors may appoint an Architectural Review Committee composed of not less than three nor more than five Members. Committee Members appointed shall be from the membership of the Association. A majority of the Architectural Review Committee may designate a representative to act on its behalf. Members of the Committee shall serve for a term of one year. In the event of the death or resignation of any Member of the Architectural Review Committee, a successor shall be appointed by the Board. Neither the Members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. In the event the Board has not appointed an Architectural Review Committee, it shall fulfill the duties of that committee until such time as Members are appointed to it in accordance with this paragraph.

**Section 8.4 Submission of Plans; Action by Committee.**

Plans and specifications for the proposed Improvement shall be submitted to the Architectural Review Committee by personal delivery or certified mail to the secretary of the Association or the chairman of the Architectural Review Committee. In the event the Committee fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, the Owner requesting said approval may submit a written notice to the Board advising them of the Committee's failure to so approve or disapprove. If the Committee still fails to approve or disapprove said plans, within 30 days after the receipt of said notice from the Owner, said plans shall be deemed to have been approved. Approval of the Committee can contain conditions or requests for modification of particular aspects of the Owner's plan and specifications.

**Section 8.5 Architectural Rules.**

The Architectural Review Committee may, subject to review by the Board of Directors, from time to time adopt, amend and repeal rules and regulations to be known as "Architectural Rules." Said rules shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Properties, provided that said rules shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the Declaration shall prevail.

**Section 8.6 Variances.**

The Architectural Review Committee shall be entitled to allow reasonable variances with respect to this Article or any restrictions specified in Article VII in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met:

- A. If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under this Declaration, the Committee must conduct a hearing on the proposed variance after giving at least 10 days' prior written notice to the Board and to all Owners of Units within 100 feet of the property for which the variance applies. The Owners receiving notice of the proposed variance shall have 30 days in which to submit to the Board or Committee

written comments or objections with respect to the variance. No decision shall be made with respect to the proposed variance until the 30-day comment period has expired.

B. The Committee must make a good faith determination that (i) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) the variance relates to a requirement hereunder that it is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Unit, Common Area or Owner within the Properties.

## **ARTICLE IX**

### **INSURANCE**

#### **Section 9.1 Insurance Coverage.**

The Association shall obtain and maintain the following insurance:

##### **Section 9.1.1 Casualty.**

A casualty policy insuring the full replacement value of Common Area improvements and fixtures on the property, including building ordinance endorsement, if available, and any other riders deemed by the Board to be appropriate;

##### **Section 9.1.2 Liability.**

A comprehensive public liability insurance policy insuring the Association, its agents, and the Owners and occupants of the Condominiums and their respective family Members, guests, invitees, and agents against any liability incident to the ownership or use of the Common Area or any other Association owned or maintained real or personal property;

##### **Section 9.1.3 Workers Compensation.**

Worker's compensation insurance to the extent required by law;

##### **Section 9.1.4 Directors Liability.**

Officers and directors liability insurance;

##### **Section 9.1.5 Fidelity Bond.**

Appropriate fidelity bond coverage to protect against dishonest acts by the Association's officers, directors, employees, trustees, and all others who are responsible for handling funds of the Association if deemed necessary by a majority of the Board; and,

##### **Section 9.1.6 Other Insurance.**

Such other insurance as the Board in its discretion considers necessary or advisable.

The amount, terms, and coverage of any policy required hereunder (including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, standard Mortgage clauses, and notices of changes or cancellations) shall be no less than that which is customary for similar policies on similar Projects in the area, except that the Board will make every effort to obtain the minimum coverages set forth in Civil Code §1365.9(b) for the protection of the individual Owners from being named in the lawsuits in regard to actions arising out of injuries occurring on the Common Areas.

**Section 9.2 Insurance Trustee.**

Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreements.

**Section 9.3 Waiver of Subrogation.**

Any insurance maintained by the Association shall contain a waiver of subrogation as to the Association and its officers, directors, and Members, the Owners and occupants of the Condominiums and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The Association shall periodically (and not less than once every three (3) years) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors, and Members, of the Owners and occupants of the Condominiums and of Mortgagees.

**Section 9.4 No Duplicate Insurance Coverage.**

No Condominium Owner shall separately insure his or her Condominium against loss by fire or other casualty covered by any insurance carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance.



**Section 9.5 Unit Owner Insurance Required.**

Owners are required to insure their personal property against loss and obtain personal liability insurance covering the contents of their individual Units. In addition, any improvements made by an Owner within his or her Unit may be separately insured by an Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. Any Owner failing to purchase said insurance waives any claim he/she may have against the Association for damage to the interior of his/her Unit, arising out of negligence, nuisance, or breach of contract on the part of the Association, so long as the damage or loss would have been covered under a standard Condominium Homeowner Policy (HO6) had it been in force at the time of the loss.

## **ARTICLE X**

### **DAMAGE OR DESTRUCTION**

#### **Section 10.1 Destruction; Proceeds Exceed 85 Percent of Reconstruction Costs.**

If there is a total or partial destruction of the improvements in the Project, and if the available proceeds of the insurance carried plus reserve account funds designated for the repair or replacement of capital improvements which have been damaged are sufficient to cover not less than 85 percent of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within 90 days from the date of destruction, Owners then holding at least 75 percent of the total voting power of Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting or voting by written ballot, determine that repair and reconstruction shall not take place. If such a meeting is called, the Association shall solicit and obtain bids from at least two reputable contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at the meeting. If repair and reconstruction is to take place the Association shall be required to execute, acknowledge, and record in the office of the County Recorder of the County not later than 120 days from the date of destruction, a certificate declaring the intention of the Owners to rebuild.

#### **Section 10.2 Destruction; Proceeds Less Than 85 Percent of Reconstruction Costs.**

If the proceeds of insurance carried plus reserve account funds designated for the repair or replacement of capital improvements which have been damaged are less than 85 percent of the costs of repair and reconstruction, the improvements shall be promptly rebuilt, unless within 90 days from the date of destruction, Owners then holding at least 66-2/3 percent of the total voting power of Owners present and entitled to vote, in person or by proxy, at a duly constituted meeting or by written ballot, determine that repair and reconstruction shall not take place. If such a meeting is called, the Association shall solicit and obtain bids from at least two reputable contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at the meeting. If repair and reconstruction are to take place, the Association shall execute, acknowledge, and record in the office of the County Recorder of the County not later than 120 days from the date of destruction a certificate declaring the intention of the Owners to rebuild.

**Section 10.3 Apportionment of Assessments.**

If the Owners determine to rebuild pursuant to Sections 10.1 and 10.2, above, each Owner shall be obligated to contribute his or her equal share of the cost of reconstruction or restoration over and above the available insurance proceeds. The Association may levy a Special Assessment for the cost of restoration or reconstruction over and above the insurance proceeds, which may be enforced under the lien provisions contained in Article IV or in any other manner provided in this Declaration.

**Section 10.4 Rebuilding Contract.**

If the Owners determine to rebuild, the Board or its authorized representative shall, after obtaining bids from at least two reputable contractors as required by the paragraphs above, award the repair and reconstruction work to the lowest bidder that otherwise meets the requirements set forth by the Board in soliciting bids. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to this contractor according to the terms of the contract. It shall be the obligation of the Association to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

**Section 10.5 Rebuilding Not Authorized.**

If the Owners determine not to rebuild, then, subject to the rights of Mortgagees, any insurance proceeds then available for such rebuilding shall be distributed to each Owner (of an uninhabitable damaged Unit which is not to be rebuilt) according to the relative fair market values of their Condominiums. The Board shall select an independent appraiser who shall be a Member of the Society of Real Estate Appraisers (SREA) or other nationally recognized appraisers' organization and who shall determine such relative values in accordance with the standards of such organizations as of a date immediately prior to such destruction. The Association shall have the duty, within 120 days from the date of destruction, to execute, acknowledge, and record in the office of the County Recorder of the County, a certificate declaring the intention of the Owners not to rebuild.

**Section 10.6 Minor Repair and Reconstruction.**

The Association shall have the duty to repair and reconstruct improvements, without the consent of Owners and irrespective of the amount of available insurance proceeds, in all instances of partial destruction where the estimated cost of repair and reconstruction does not exceed \$20,000 in the case of Common Area improvements. The Association can levy a special Assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable,

such Assessment to be levied as described in Section 10.3, above, (but without the consent or approval of Owners, despite any contrary provisions in this Declaration).

**Section 10.7 Revival of Right to Partition.**

On recordation of a certificate described in Section 10.5, above, the right of any Owner to partition through legal action as described in Article 2.5 shall revive immediately. In addition, each Owner, by accepting a deed to a Condominium, grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of the Owners, to terminate the Declaration, and to dissolve the Association. The net proceeds following sale of the Project and dissolution of the Association shall be distributed to the Owners in the same manner that insurance proceeds are distributed under Section 10.5, above, with all Owners sharing in said proceeds as set forth therein.

## ARTICLE XI

### CONDEMNATION

#### **Section 11.1 Sale by Unanimous Consent.**

If an action for condemnation of all or a portion of the Properties is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all the Owners and after notice to all Mortgagees, the Properties, or a portion of it may be sold by the Board acting as irrevocable attorney-in-fact of all of the Owners for a price deemed fair and equitable by the Board, but in no event less than the aggregate unpaid balance of all first Mortgages encumbering Condominiums within the Properties.

#### **Section 11.2 Distribution of Proceeds of Sale.**

If a sale occurs under Section 1, and the agreement of sale does not by its terms apportion the sale proceeds among the Owners and their respective Mortgagees, the Board shall select an independent SREA appraiser who shall determine the relative fair market values of the Condominiums affected by the sale, in accordance with SREA standards. The sale proceeds shall then be apportioned among the Owners, and their respective Mortgagees according to such relative values.

#### **Section 11.3 Distribution of Condemnation Award.**

If the Properties, or a portion of it, are not sold, but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective Mortgagees.

#### **Section 11.4 Appraisal if Condemnation Award Not Apportioned.**

If the judgment of condemnation does not by its terms apportion the award among the Owners and their respective Mortgagees, the Board shall select an independent SREA appraiser who shall determine the relative fair market values of the Condominiums affected by the condemnation, in accordance with SREA standards. The award shall then be apportioned among the Owners, and their respective Mortgagees, according to such relative values.

## ARTICLE XII

### UTILITIES

#### **12.1. Owners' Rights and Duties.**

The rights and duties of the Owners of Condominiums within the Project with respect to sanitary sewer, water, drainage, electric, gas, television receiving, telephone equipment, cables and lines, exhaust flues and heating and air-conditioning facilities (collectively, "utility facilities") shall be as follows:

A. Whenever utility facilities are installed within the Project, which utility facilities or any portion of those facilities lies in or upon Condominiums owned by other than the Owner of a Condominium served by those utility facilities, the Owners of any Condominium served by those utility facilities shall have the right of reasonable access for themselves or for utility companies to repair, replace, and generally maintain those utility facilities as and when necessary, due to failure or inability of the Board to take timely action to make repairs or perform maintenance on those utility facilities.

B. Whenever utility facilities serving more than one Condominium are installed within the Project, the Owner of each Condominium served by those utility facilities shall be entitled to the full use and enjoyment of the portions of those utility facilities as service the Owner's Condominium.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of utility facilities, or with respect to the sharing of the cost of those facilities, then, upon written request of one Owner addressed to the other Owners involved in the dispute, the matter shall be submitted first to the Board for mediation, and thereafter, if the dispute remains unresolved, to binding arbitration within 60 days pursuant to the rules of the American Arbitration Association, or any successor rules, or to any other generally recognized system of alternative dispute resolution. The decision of the arbitrator shall be final and conclusive on the parties, and judgment on the decision may be entered in any court having jurisdiction.

### **12.2 Easements for Utilities and Maintenance.**

Easements over, under, and through the Project, including soffits and utility chases within Units, if any, for the installation, repair, and maintenance of electric, telephone, water, gas, and sanitary sewer lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the Map, and as may be required or needed to service the Project, are reserved by Declarant and its successors and assigns until the completion of construction of the Project and sale of the Condominiums, under authority of a public report, and thereafter are reserved by and for the benefit of the Association and its Members, together with the right to grant and transfer those easements. The easements shall be for the benefit of all phases of the Project, and all Common Areas transferred to the Association.

The location of the facilities described in this paragraph, and hence, the location of the easements to accommodate those facilities, shall be set forth in the final "as-built plans" for each Condominium Building. As used in this Declaration, the term "as-built plans" means the drawings indicating the precise locations of utility runs, elevator shafts, etc., which drawings are prepared to show the final as-built locations of the facilities to the extent those locations deviate from or were not shown on prior plans.

In case of any variance between the Condominium Plan and the final as-built plans with respect to the locations of the facilities, the as-built plans shall be determinative as to the location of the facilities, and hence, the location of the easements to accommodate those facilities.

### **12.3 Association's Duties.**

The Association shall maintain all utility facilities located in the Common Area except for those facilities maintained by utility companies, public, private, or municipal, and those maintained by the Owners as described in paragraph 6.3 of this Declaration. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Condominiums.



## ARTICLE XIII

### GENERAL PROVISIONS

#### **Section 13.1 Enforcement.**

The Association or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, Association Bylaws and rules and regulations, reservations, liens and charges now or hereafter imposed by the provisions of this First Restated Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, the right to recover damages or other dues for such violation; provided, however, that with respect to Assessment liens, the Association shall have the exclusive right to the enforcement thereof. Should the Association incur attorney's fees in order to enforce the covenants, conditions and restrictions or the Association Bylaws or rules and regulations, it shall be entitled to recover such expenses from the responsible Members.

Prior to the commencement of a civil action to enforce the Governing Documents, the party initiating the case shall comply with Civil Code §1354(b) by serving a Request for Resolution on the other party in accordance with this statute. The Association and Member's right of enforcement shall be subject to the provisions of Section 13.2 of this Declaration.

#### **Section 13.2 Mediation.**

##### **Section 13.2.1 Approval of Board**

Court actions to enforce the Governing Documents may only be initiated on behalf of the Association upon approval of the Board.

##### **Section 13.2.2 Mediation of Certain Disputes**

Before instituting any judicial action, arbitration, or other proceeding arising out of any Owner's or resident's failure or alleged failure to comply with any provision of Section 2.8 ("Delegation of Use"), Article VIII ("Architectural Control"), or Article VII ("Use Restrictions"), the Association or Owner who desires to initiate such action ("Complaining Party") must make a good faith attempt to mediate the dispute.

**Section 13.3 Severability.**

Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 13.4 Term.**

The covenants and conditions of this Declaration shall run with and bind the Project, and inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs and successors and assigns for a period of thirty years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year proceeding the beginning of each successive period of ten (10) years, agreeing to change the covenants and restrictions in whole or in part or terminating the same.

**Section 13.5 Construction.**

The provisions of this First Restated Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the maintenance of a residential community of common recreational facilities and Common Areas. Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

**Section 13.6 Amendments.**

Declarant may amend this Declaration. This Declaration may be amended only by the affirmative vote ( in person or by proxy ) or written consent of Members representing a majority of the total voting power of the Association and a majority of the affirmative votes or written consent of Members. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the President or Vice President of the Association and recorded in the Recorder's Office of the County of San Diego.

**Section 13.7 Singular Includes Plural.**

Whenever the context of this Restated Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

**Section 13.8 Nuisance.**

The result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

**Section 13.9 Waiver.**

The failure of any Owner, the Board of Directors, the Association, or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

**Section 13.10 Conflict of Governing Documents.**

If there is a conflict among or between the Governing Documents, the provisions of this First Restatement of Declaration shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Articles, Bylaws, and Rules and Regulations of the Association.

**Section 13.11 Joint and Several Liability.**

In the case of joint ownership of a Condominium, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

**IN WITNESS WHEREOF**, Parkwest Condominium Association, by and through its Board of Directors, hereby certifies that this First Restated Declaration of Covenants, Conditions and Restrictions was duly adopted.

Parkwest Condominium Association

By: 

Robert Reed, President

Robert Reed

[Name Printed]

By: 

Suzanne Rogers, Secretary

Suzanne Rogers

[Name Printed]

ACKNOWLEDGMENT

State of California )  
 : S.S.  
County of SAN DIEGO )

On SEPTEMBER 13, 2002 before me, LAURIE J. VANDEN BERG, a Notary Public in and for said County and State, personally appeared, SUZANNE ROBERTS & ROBERT REED personally known to me (or proved 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Laurie J. Vanden Berg*



[Seal]

**ARTICLES OF INCORPORATION OF  
PARKWEST CONDOMINIUM ASSOCIATION**

**ARTICLE I.**

**NAME**

The name of the corporation ("Association") is PARKWEST CONDOMINIUM ASSOCIATION. The Association is formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

**ARTICLE II.**

**AGENT FOR SERVICE OF PROCESS AND MANAGING AGENT**

The name of the Association's initial agent for service of process is: Robert Reed. The address of the initial agent of the Association is: 2710 2<sup>nd</sup> Avenue, San Diego, CA 92103.

The Association has no business or corporate office. The nine-digit zip code of the common interest development is 92013. The front street and the nearest cross street to the common interest development are 2<sup>nd</sup> Avenue and Nutmeg Street.

The Association has no managing agent.

**ARTICLE III.**

**PURPOSES OF THE ASSOCIATION**

This Association is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law.

The purpose of this Association is to engage in any lawful act or activity for which a corporation may be organized under that Law.

This Association does not contemplate pecuniary gain or profit to its Members, and the specific purpose of this Association is to provide for management, administration, maintenance, preservation, and architectural control of the residential Units and Common Area within a certain tract of property situated in the City of San Diego, County of San Diego, California, fronting on 2<sup>nd</sup> Avenue, nearest cross street Nutmeg Street, 92103, and to promote the health, safety, and welfare of all the residents within the property and any additions to the property as may be brought within the jurisdiction of this Association for this purpose, all according to that certain ("Declaration") recorded or to be recorded with respect to the property in the Office of the Recorder of San Diego County, as required by California Civil Code §1352.

Notwithstanding any of the above statements of purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this Association.

#### ARTICLE IV.

#### DISSOLUTION

This Association is intended to qualify as an owners association under the applicable provisions of the Internal Revenue Code and the California Revenue and Taxation Code. No part of the net earnings of this organization shall inure to the benefit of any private individual, except as expressly provided in those sections with respect to the acquisition, construction, or provision for management, maintenance, and care of the Association property, and other than by a rebate of excess membership dues, fees, or Assessments. As long as there is any Unit or parcel for which the Association is obligated to provide management, maintenance, preservation, or control, the Association shall not transfer all or substantially all of its assets or file a certificate of dissolution without the approval of 100 percent of the Members. In the event of the dissolution, liquidation, or winding up of the Association, upon or after termination of the Project, in accordance with provisions of the Declaration, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be divided among and distributed to the Members in accordance with their respective rights in the Project.

#### ARTICLE V.

#### AMENDMENTS

These Articles may be amended only by the affirmative vote of a majority of the Board, and by the affirmative vote (in person or by proxy ) of Members representing a majority of the voting power of the Association and a majority of the votes of Members other than Declarant, or when the two class voting structure is still in effect (as provided in the Bylaws ), a majority of each class of


membership. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**ARTICLE VI.**

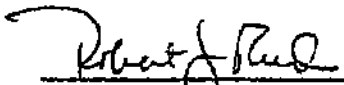
**UNINCORPORATED ASSOCIATION**

The name of the existing unincorporated association, now being incorporated by the filing of these Articles, is Park West Cooperative Association.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation this 30<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
Robert Reed, President

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

  
\_\_\_\_\_  
Robert Reed, President



FIRST RESTATEMENT OF AMENDED

**BYLAWS**

OF

**PARKWEST CONDOMINIUM  
ASSOCIATION**



## TABLE OF CONTENTS

Description	Page
ARTICLE I - NAME AND LOCATION .....	1
ARTICLE II - DEFINITIONS .....	1
2.1 Definitions .....	1
2.2 Declaration .....	1
2.3 Majority of a Quorum .....	1
2.4 Voting Power .....	1
ARTICLE III - MEETING OF MEMBERS AND VOTING .....	2
3.1 Annual Meetings .....	2
3.2 Special Meetings .....	2
3.3 Notice and Place of Meetings .....	2
3.4 Quorum Requirements .....	3
3.5 Proxies .....	4
3.6 Membership and Voting .....	5
3.7 Eligibility to Vote .....	5
3.8 Action by Written Ballot Without Meeting .....	6
3.9 Parliamentary Procedure .....	7
3.10 Adjourned Meeting .....	7
3.11 Conduct of Meetings .....	8
ARTICLE IV - BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE .....	8
4.1 Number .....	8
4.2 Term of Office .....	9
4.3 Removal; Vacancies .....	9
4.4 Compensation .....	9
4.5 Indemnification of Officers and Directors .....	9
4.6 Resignation of Directors .....	9
4.7 Authority of Board to Remove Directors .....	10
ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS .....	10
5.1 Nomination .....	10
5.2 Election .....	10
ARTICLE VI - MEETINGS OF DIRECTORS .....	11
6.1 Regular Meetings .....	11
6.2 Special Meetings .....	11
6.3 Quorum .....	11
6.4 Executive Session .....	11
6.5 Telephone Meetings .....	12

**TABLE OF CONTENTS**  
(Continued)

<u>Description</u>	<u>Page</u>
6.6 Waiver of Notice. ....	12
6.7 Notice of Adjourned Meeting. ....	12
6.8 Action Without Meeting. ....	12
6.9 Open Meetings. ....	13
<b>ARTICLE VII - POWER AND DUTIES OF THE BOARD OF DIRECTORS</b> .....	<b>14</b>
7.1 Powers and Duties. ....	14
7.2 Management Agent. ....	16
7.3 Borrowing and Expenditures. ....	16
7.4 Delegation. ....	16
7.5 Procedure for Disciplinary Action .....	16
<b>ARTICLE VIII - OFFICERS AND THEIR DUTIES</b> .....	<b>17</b>
8.1 Enumeration of Officers. ....	17
8.2 Election of Officers. ....	17
8.3 Term. ....	18
8.4 Special Appointments. ....	18
8.5 Resignation and Removal. ....	18
8.6 Vacancies. ....	18
8.7 Duties. ....	18
8.8 Agreements, Contracts, Deeds, Leases, etc. ....	19
<b>ARTICLE IX - FINANCIAL STATEMENTS, OPERATING AND RESERVE ACCOUNTS</b> .	<b>19</b>
9.1 Distribution of Financial and Other Statements to Members. ....	19
9.2 Review of Operating and Reserve Accounts. ....	22
9.3 Signatories of Reserve Accounts. ....	23
<b>ARTICLE X - COMMITTEES</b> .....	<b>23</b>
<b>ARTICLE XI - BOOKS AND RECORDS</b> .....	<b>23</b>
11.1 Inspection by Members. ....	23
11.2 Rules for Inspection. ....	24
11.3 Availability of Minutes to Members. ....	24
11.4 Inspection by Directors. ....	24
<b>ARTICLE XII - AMENDMENTS</b> .....	<b>25</b>
12.1 Procedure. ....	25
12.2 Conflict Between Documents . ....	25
<b>CERTIFICATION OF SECRETARY</b> .....	<b>25</b>

## ARTICLE I

### NAME AND LOCATION

The name of the corporation is Parkwest Condominium Association, hereinafter referred to as the Association. The principal office of the Association shall be located in the County of San Diego, California.

## ARTICLE II

### DEFINITIONS

**Section 2.1** The definitions contained in the Declaration are incorporated by reference herein.

**Section 2.2** *Declaration* shall mean and refer to the Covenants, Conditions and Restrictions applicable to the property recorded on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, as Document No. \_\_\_\_\_, in the Official Records of the Recorder of San Diego County, California, and subsequent amendments thereto.

**Section 2.3** *Majority of a Quorum* shall mean the vote of a majority of the votes cast at a meeting or by written ballot when the number of Members attending the membership meeting or the number of written ballots cast equals or exceeds the quorum requirement specified in Section 3.4.

**Section 2.4** *Voting Power* shall mean those Members who are eligible to vote for the election of Directors or with respect to any other matter, issue, or proposal properly presented to the Members for approval at the time said matter is submitted to the Members.

## ARTICLE III

### MEETING OF MEMBERS AND VOTING

#### **Section 3.1 Annual Meetings.**

The annual meeting shall be set by the Board so as to occur no later than 90 days after the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within 30 days of the same day of the same month of each subsequent year, at that time as the Board directs. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first following day that is not a legal holiday (excluding Saturday and Sunday).

#### **Section 3.2 Special Meetings.**

Special meetings of the members shall be called at any time by a majority of the Board of Directors, or by the president, or upon written request of the members representing five percent (5%) of the total voting power of the Association.

#### **Section 3.3 Notice and Place of Meetings.**

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary when the meeting has been called pursuant to Section 3.2 above, by mailing a copy of such notice, first class mail, postage prepaid, at least ten (10) but not more than ninety (90) days before such meeting to each first lender who has requested notice and to all members, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, along with those matters the Board intends to present for action by the members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. Except as otherwise provided by law, members at special meetings may only act on those matters which have been listed in the meeting's notice.

If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s): (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the members; (c) amending the Articles of Incorporation; (d) approving a contract or transaction in which a Director has a material financial interest. Meetings shall be held within the project or at a meeting place within the same county, as close to the project as possible.

### **Section 3.4 Quorum Requirements.**

#### **Section 3.4.1 Quorum Requirements Generally.**

The following quorum requirements must be satisfied in order to take valid action at any meeting of the Members or by written ballot in accordance with Section 3.8 of these Bylaws:

- (i) Quorum for Valid Action on Association Matters. In the case of a membership meeting or written ballot, the quorum shall be a majority of the Members eligible to vote and represented in person or by proxy;
- (ii) Reduction in Quorum Percentage for Action on General Matters. If the minimum quorum percentage specified in subparagraph 3.4.1(i) above is not satisfied, the meeting may be adjourned to another time or place not less than forty-eight (48) hours nor more than thirty (30) days after the initial meeting date, and at the reconvened meeting the quorum percentage shall be reduced to twenty-five percent (25%) of the voting power of the Members. If this reconvened meeting is attended by less than one-third of the voting power of the Members (but a quorum is present) the only matters upon which action may validly be taken are those matters the general nature of which were described in the notice of the meeting; and
- (iii) Quorum for Votes on Assessment Increases and of Removal of Directors From Office. In the case of any membership meeting or written ballot called or conducted for the purpose of voting on assessment increases requiring membership approval or removal of any Director from office, the quorum requirement for valid action on the proposal shall be the percentage specified in Civil Code Section 1366 or comparable superseding statute. That quorum percentage is currently a majority of the total voting power of the Association.

#### **Section 3.4.2 Members Represented by Proxy.**

Members present at a membership meeting in person or by proxy shall be counted toward satisfaction of the quorum requirements specified herein.

**Section 3.4.3 Effect of Departure of Members From Meeting.**

The Members present in person or by proxy at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, so long as any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. If a quorum is never established for the meeting, a majority of those Members who are present in person or by proxy may vote to adjourn the meeting for lack of a quorum, but no other action may be taken or business transacted.

**Section 3.5 Proxies.**

Any Member entitled to vote may do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the Secretary of the Association or the management agent. Any proxy shall be for a term not to exceed eleven (11) months from the date of issuance, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three years from the date of execution. Proxy forms shall be dated to assist in verifying their validity.

**Section 3.5.1 Proxyholder Must Vote in Accordance with Instructions.**

In accordance with Section 3.5 above, proxies distributed in connection with the election of Directors shall set forth the names of all individuals who are candidates for election to the Board of Directors at the time the proxy is issued. The proxy form shall contain boxes or lines where the issuing Member can express his or her voting preference. If the proxy is marked by a Member "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld, the proxy holder shall not vote the proxy either for or against the election of a Director. If any proxy issued in connection with the election of Directors is marked so as to direct the proxy holder to vote the proxy for a specified candidate or candidates, the proxy holder shall vote in accordance with the direction of the proxy issuer.

**Section 3.5.2 No Proxy Voting in Connection with Written Ballots.**

Proxy voting shall not be allowed when Members' votes are solicited by written ballot in accordance with Section 3.8.

### **Section 3.5.3 Revocation of Proxies.**

Any proxy issued hereunder shall be revocable by the Member executing such proxy at any time prior to the vote pursuant thereto, by (i) delivery to the secretary of a written notice of revocation; or (ii) as to any meeting, by attendance at such meeting and voting in person by the Member executing the proxy. A proxy shall be deemed revoked when the secretary receives actual notice of the death or judicially declared incompetence of the issuing Member, or upon termination of such Member's status as an Owner in the Association.

### **Section 3.5.4 Form of Proxy.**

Any form of proxy distributed to ten (10) or more Members must afford an opportunity on the proxy to specify a choice between approval or disapproval of any matter or group of related matters intended, at the time the proxy is distributed, to be acted upon at the meeting for which the proxy is solicited. If the form of proxy lists one or more matters to be acted upon and the issuer of the proxy has specified a choice with respect to any such matter (including a preference in voting for candidates for election to the Board), the proxy holder shall be obligated to cast the vote represented by the proxy in accordance with the issuer's designated preference.

### **Section 3.6 Membership and Voting.**

Membership shall be held as provided in the Declaration. The members shall be owners and shall be entitled to one (1) vote per each Unit. Only members in good standing and not delinquent in dues or fines shall be entitled to vote. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. The vote of a majority of a quorum present, in person or proxy, shall decide any question brought before such meeting, unless the question is one upon which, by the express provision of statute or the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

### **Section 3.7 Eligibility to Vote**

Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all assessments levied against the Member's property and not be subject to any suspension of voting privileges as a result of any disciplinary proceeding conducted in accordance with the Declaration. The Association shall not be obligated to conduct a hearing in order to suspend a



Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to receive notice ten (10) days in advance of the effective date of the loss of voting privileges and request such a hearing in accordance with the Declaration.

**Section 3.8 Action by Written Ballot Without Meeting.**

**Section 3.8.1 Definition of Written Ballot.**

A *written ballot* is a ballot that is mailed or otherwise distributed to every Member entitled to vote on the matter and that complies with the requirements of this section. The term *written ballot* does not include a ballot distributed to Members at a meeting for purposes of conducting a vote of the Members at such meeting.

**Section 3.8.2 Written Ballots Generally.**

Any matter or issue requiring the vote of the Members, other than the election of Directors, may be submitted for vote by written ballot without the necessity of calling a meeting of the Members, so long as the requirements for action by written ballot set forth in this section are met. The determination to seek Member approval for Association actions in this fashion shall be made by a majority vote of the Board.

**Section 3.8.3 Content of Written Ballots.**

Any written ballot distributed to the Members to vote on any issue other than the election of Directors shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal.

**Section 3.8.4 Balloting Time Requirements.**

Written ballots shall be distributed to all eligible Members at least thirty (30) days prior to the final date the written ballots must be received by the Association in order to be counted. All written ballots shall provide a reasonable time within which to return the written ballot to the Association and shall state on the face of the ballot or in an accompanying notice the date by which the written ballot must be returned in order to be counted. The time fixed for the return of written ballots may be extended only if the Board so notifies the Members in the balloting solicitation materials originally sent to Members and then for no more than two successive periods of thirty (30) days each.

**Section 3.8.5 Requirements for Valid Member Action by Written Ballot.**

Membership approval by written ballot shall be valid only if (i) the number of votes cast by ballot within the time established for return of the ballots equals or exceeds the quorum that would have been required to be present at a membership meeting if such a meeting had been convened to vote on the proposal; and (ii) the number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a meeting. If the time for returning written ballots is extended in accordance with subparagraph 3.8.4 above, the reduced quorum percentage specified in Section 3.4.1(iii) shall apply during the extension period(s).

**Section 3.8.6 Notification of Results of Balloting Process.**

Upon tabulation of the written ballots, the Board shall notify the Members of the outcome of the vote within thirty (30) days following the close of the balloting process and tabulation of the ballots. If the number of written ballots cast with respect to any matter is insufficient to satisfy the minimum quorum requirements, the Board shall so notify the Members.

**Section 3.8.7 Prohibition of Revocation.**

Once exercised, a written ballot may not be revoked.

**Section 3.8.8 Conduct of Informational Meetings.**

Use of the written ballot procedures provided herein shall not preclude the Association from also conducting informational meetings of the Members or from scheduling a meeting to coincide with the culmination of the balloting period.

**Section 3.9 Parliamentary Procedure.**

Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt.

**Section 3.10 Adjourned Meeting.**

**Section 3.10.1 Adjournment Generally.**

Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned to another place and/or time (but not for more than forty-five (45)

days) by the vote of the majority of Members present at the meeting either in person or by proxy. Unless there is an absence of a quorum (in which case no business other than adjournment may be transacted), the reconvened meeting may take any action that might have been transacted at the original meeting.

**Section 3.10.2 Notice Requirements for Adjourned Meetings.**

When a Members' meeting is adjourned to another time or place, notice need not be given of the new meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Notwithstanding the foregoing, if after adjournment a new record date is fixed for notice or voting, a notice of the rescheduled meeting must be given to each Member who on the record date for notice of the meeting is entitled to vote thereat.

**Section 3.11 Conduct of Meetings.**

Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or those parliamentary procedures as the Association may adopt. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with California Corporations Code §§ 8330 et seq. Any Member shall be permitted to speak at a meeting of the Association Members; however, the Board of Directors may establish a reasonable time limit for Members to speak before a meeting of the Association Members.

**ARTICLE IV**

**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**Section 4.1 Number.**

The affairs of this Association shall be managed by a Board of five (5) Directors, all of whom must be members of the Association.

**Section 4.2 Term of Office.**

The term of office for Directors shall be two (2) years. The Directors shall serve staggered terms with two or three Directors being elected in alternate years. Unless sooner vacated, each Director shall hold office until the Director's term expires and a successor is elected.

**Section 4.3 Removal; Vacancies.**

Unless the entire Board is removed from office by the vote of Association Members, an individual director shall not be removed prior to the expiration of that director's term of office if the votes cast against that director's removal would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of directors were then being elected. A director who was elected solely by the votes of Members other than Declarant may be removed from office prior to the expiration of that director's term only by the votes of a majority of Members other than Declarant. In the event of death or resignation of a director, the vacancy shall be filled by approval of the Board at a duly held meeting, or by the sole remaining director. The successor director shall serve for the unexpired term of the predecessor director. The Members may elect a director at any time to fill any vacancy not filled by the directors. A vacancy created by removal of a director can be filled only by election of the Members.

**Section 4.4 Compensation.**

No Director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for those actual expenses, if reasonable, that are incurred in the performance of the Director's duties.

**Section 4.5 Indemnification of Officers and Directors.**

Each Director, officer, and committee member shall be indemnified by the Association and the members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director, officer, or committee member of the Association, except in cases of fraud, gross negligence or bad faith of the Director, officer, or committee member in the performance of his duties.

**Section 4.6 Resignation of Directors.**

Except as provided in this paragraph, any Director may resign, and such resignation shall be effective on giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a

Director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

**Section 4.7 Authority of Board to Remove Directors.**

The Board of Directors shall have the power and authority to remove a Director and declare his or her office vacant if he or she (i) has been declared of unsound mind by a final order of court; (ii) has been convicted of a felony; (iii) has been found by a final order or judgment of any court to have breached any duty under Corporations Code Sections 7233-7236 (relating to the standards of conduct of Directors); (iv) fails to attend three (3) unexcused consecutive regular meetings of the Board of Directors, or (v) is at any point ninety (90) days or more delinquent in payment of assessments.

**ARTICLE V**

**NOMINATION AND ELECTION OF DIRECTORS**

**Section 5.1 Nomination.**

Nomination for election to the Board of Directors shall be made pursuant to reasonable procedures adopted by the Board of Directors from time to time. Nominations may also be made from the floor at the annual meeting. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

**Section 5.2 Election.**

The first election of the Board shall be conducted at the first meeting of the Association. At that election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. All Members shall be entitled to cumulate their votes for one or more candidates for the Board if the candidate's name has been placed in nomination prior to voting and if a Member has given notice at the meeting prior to the voting of his or her intention to cumulate votes. Voting for directors shall be by secret written ballot.

## ARTICLE VI

### MEETINGS OF DIRECTORS

#### Section 6.1 Regular Meetings.

Regular meetings of the Board of Directors shall be held monthly or quarterly at such place within the Project and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday. Notice of the time and place of the meeting shall be posted at a prominent place within the Common Area.

#### Section 6.2 Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the president of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by any one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication or facsimile, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director, or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Such notice shall be posted at a prominent place within the Common Area and shall be communicated to Directors not less than four (4) days prior to the meeting, provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

#### Section 6.3 Quorum.

A majority of the Directors then in office shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a majority of the required quorum for that meeting.

#### Section 6.4 Executive Session.

The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, matters that relate to the formation of contracts with third parties, litigation in which the Association is or may become involved, and

orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. Any matter discussed in executive session shall be generally noted in the minutes of the Board of Directors. In any matter relating to the discipline of an Association member, the Board of Directors shall meet in executive session if requested by that member, and the member shall be entitled to attend the executive session.

**Section 6.5 Telephone Meetings.**

Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

**Section 6.6 Waiver of Notice.**

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**Section 6.7 Notice of Adjourned Meeting.**

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of adjournment, and shall be posted at a prominent place within the Common Area.

**Section 6.8 Action Without Meeting.**

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting (and without prior notice to Members as provided in section 6.2 of these Bylaws), if all members of the Board, individually or collectively, consent in writing to that action. Action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Written consent or consents shall be filed with the minutes of the proceedings of the Board. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three days after the written consents of all Board members have been obtained. If the Common Area consists only of an easement or is otherwise unsuitable for posting the explanation

of the action taken, the Board shall communicate that explanation by any means it deems appropriate.

**Section 6.9 Open Meetings.**

This section is intended to comply with the requirements of Civil Code Section 1363.05 entitled "The Common Interest Development Open Meeting Act", and in the event future legislation modifies said Act such that it is in conflict with the provisions herein, then the requirements of said Act shall control.

**Section 6.9.1 Notice to Members of Board Meetings.**

Members shall be given notice of the time and place of Board meetings as defined herein, except for an emergency meeting, at least four days prior to the meeting. Notice may be given by posting the notice in a prominent place or places within the Common Area, by mail or delivery of the notice to each unit in the development, or by newsletter or similar means of communication.

**Section 6.9.2 Emergency Meetings.**

An emergency meeting of the Board may be called by the president of the Association, or by any two members of the governing body other than the president, without providing notice to the Members as set forth herein, if there are circumstances that would not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice as required herein.

**Section 6.9.3 Meeting.**

As used in this Section 6.9, *meeting* includes any congregation of a majority of the Members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business scheduled to be heard by the Board, except those matters that may be discussed in executive session.



## ARTICLE VII

### POWER AND DUTIES OF THE BOARD OF DIRECTORS

#### Section 7.1 Powers and Duties.

The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the properties and may do all such acts and things as are not prohibited by the Declaration, Articles of Incorporation, or these Bylaws. The Board shall have the power to adopt, modify, and repeal such reasonable rules and regulations as it deems necessary and appropriate for the governance of the properties or the administration of the affairs of the Association and to impose sanctions for violations thereof, including without limitation, monetary fines and suspension of voting rights and right to use recreational facilities. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, by way of illustration, but not limitation:

- (A) preparation and adoption of an annual budget, in which there shall be established the contribution of each member to the common expenses;
- (B) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (C) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;
- (D) opening of bank accounts on behalf of the Association and designating the signatories required;
- (E) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The books and vouchers accrediting the entries thereupon shall be available for examination by the Members and mortgagees, their

duly authorized agents, accountants, or attorneys, during general business hours on working days at the times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Members. All books and records shall be kept in accordance with generally accepted accounting practices;

- (F) establishing and maintaining an adequate reserve fund for capital improvements, replacements and repairs;
- (G) providing for the operation, care, upkeep, and maintenance of the area of common responsibility;
- (H) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property and the areas over which the Association is responsible and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (I) making, or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;
- (J) entering onto any Residence when necessary in connection with maintenance or reconstruction in accordance with the Declaration and these Bylaws;
- (K) paying the costs of all services rendered to the Association or its members;
- (L) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (M) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;
- (N) to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the owners and their guests thereon, and to establish and impose monetary penalties, temporary suspensions of an owner's

rights as a member, or other appropriate discipline for the infractions thereof or for violations of provisions of governing documents.

**Section 7.2 Management Agent.**

The Board of Directors shall have the power to employ a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board shall use every effort to secure a management contract that contains a termination clause permitting termination, with or without cause, upon no more than sixty (60) days' written notice. No management contract shall have a term in excess of one (1) year.

**Section 7.3 Borrowing and Expenditures.**

The Board of Directors shall have the power to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for the money borrowed or debts incurred so long as the vote or written consent of a majority of those voting of the Association where a quorum is represented has been obtained.

**Section 7.4 Delegation.**

The Board of Directors has the power to delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate to any nonboard member the authority to make expenditures for capital additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulations promulgated by the Board, or to make a decision to levy monetary fines, impose special assessments against individual Units, temporarily suspend an owner's rights as a member of the Association or otherwise impose discipline following any such hearing; to make a decision to levy regular or special assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of assessments. The Board may delegate to a manager any of its other duties, powers or functions. Any such delegation shall be revocable by the Board at any time. Any such manager may be either a person or firm. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

**Section 7.5 Procedure for Disciplinary Action**

In addition to the general powers of enforcement as described in the Declaration, the Association may discipline its members for violation of any of the provisions of the governing

documents or Association Rules by suspending the violators' voting rights, privileges or use of the Common Area, and/or by imposing monetary penalties for such violations as long as the Association complies with the following procedure prior to imposition of discipline:

- (A) When the Board of Directors is to meet and consider or impose discipline upon a member, the Board shall notify the member, in writing, by either personal delivery or first class mail, at least ten (10) days prior to the meeting.
- (B) The notification shall contain, at a minimum, the date, time and place of meeting, the nature of the alleged violation for which a member may be disciplined, and a statement that the member has a right to attend and may address the Board at the meeting.
- (C) If the Board imposes discipline on a member, the Board shall provide a notification of the disciplinary action by either personal delivery or first class mail to the member within fifteen (15) days following the action. A disciplinary action shall not be effective against a member unless the Board fulfills the requirements of this section.
- (D) In the event Civil Code Section 1363(h) is amended or modified by the legislature, the Board may follow the disciplinary procedures set forth therein or any related statute and such action shall be deemed in compliance with these Bylaws.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

#### **Section 8.1 Enumeration of Officers.**

The officers of this Association shall be a president and vice-president who shall at all times be members of the Board of Directors, a secretary, a chief financial officer, and such other officers as the Board may from time to time by resolution create.

#### **Section 8.2 Election of Officers.**

The Board of Directors shall elect officers at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 8.3 Term.**

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 8.4 Special Appointments.**

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 8.5 Resignation and Removal.**

Any officer may be removed from office (but not from the Board, if he is also a Board member) by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 8.6 Vacancies.**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 8.7 Duties.**

The duties of the officers are as follows:

**Section 8.7.1 President.**

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. He shall have the general powers and duties of management usually vested in the office of the President of a California nonprofit mutual benefit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

**Section 8.7.2 Vice-President.**

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Section 8.7.3 Secretary.**

The secretary shall record or cause to be recorded the votes and keep or cause to be kept the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with the addresses; and shall perform such other duties as required by the Board.

**Section 8.7.4 Chief Financial Officer.**

The chief financial officer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; shall prepare and shall distribute financial statements to each member as set forth in Article IX.

**Section 8.7.5 Delegation of Duties.**

The foregoing duties may be delegated to a manager appointed by the Board.

**Section 8.8 Agreements, Contracts, Deeds, Leases, etc.**

All agreements, contracts, deeds, leases, promissory notes and other instruments of the Association shall be executed by the president or by such other person or persons as may be designated by resolution of the Board of Directors.

**ARTICLE IX**

**FINANCIAL STATEMENTS, OPERATING AND RESERVE ACCOUNTS**

**Section 9.1 Distribution of Financial and Other Statements to Members.**

Financial statements and other information shall be distributed by the Association to all of its Members as described below:

**Section 9.1.1 Pro Forma Operating Budget.**

A pro forma operating budget for each fiscal year consisting of at least the following information shall be distributed to Members not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of the fiscal year:

- (i) The Association's estimated revenue and expenses on an accrual basis;
- (ii) A summary of the Association's reserves based on the most recent review or study conducted pursuant to Civil Code §1365.5, which must be printed in bold type and include all of the following:
  - (a) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component of the Properties that the Association is obligated to repair, replace, restore, or maintain (collectively "Association Capital Projects");
  - (b) As of the end of the fiscal year for which the reserve study is prepared, the current estimate of the amount of cash reserves necessary for Association Capital projects and the current amount of accumulated cash reserves actually set aside for Association Capital Projects; and
  - (c) The percentage of the estimated amount of necessary cash reserves calculated under subparagraph (b), above, that represents the amount of accumulated cash reserves;
- (iii) A statement as to whether the Board of Directors has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component of the Properties for which the Association is responsible, or to provide adequate reserves therefor; and
- (iv) A general statement setting forth the procedures used by the Board of Directors in calculating and establishing reserves to defray the future costs of repair, replacement, or additions to those major components of the Properties for which the Association is responsible.

**Section 9.1.2 Year-End Report.**

Within one hundred-twenty (120) days after the close of the fiscal year, a copy of the Association's year-end report consisting of at least the following shall be distributed to Members:

- (i) A balance sheet as of the end of the fiscal year;
- (ii) An operating (income) statement for the fiscal year;
- (iii) A statement of changes in financial position for the fiscal year;
- (iv) A statement advising Members of the place where the names and addresses of the current Members are located; and
- (v) Any information required to be reported under Corporations Code §8322 requiring the disclosure of certain transactions in excess of \$50,000 per year between the Association and any Director or Officer of the Association and indemnifications and advances to Officers or Directors in excess of \$10,000 per year.

A review of the financial statement of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds \$75,000. If the annual report is not prepared by such a licensee, it shall be accompanied by the certificate of an authorized Officer of the Association that the statement was prepared without an audit from the books and records of the Association.

**Section 9.1.3 Annual Statement Regarding Delinquency/Foreclosure Policy.**

In addition to financial statements, the Board of Directors shall annually distribute within sixty (60) days prior to the beginning of the fiscal year, a statement describing the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Regular and Special Assessments.



**Section 9.1.4 Right of Members to Copies of Minutes of Board Meetings.**

Members of the Association shall be notified in writing at the time that the pro forma budget is distributed or at the time of any general mailing to the entire membership of the Association of their right to have copies of the minutes of the meetings of the Board of Directors and how and where those minutes may be obtained.

**Section 9.1.5 Summary of Provisions of CC§1354(b).**

A summary of the provisions of Civil Code Section 1354(b), requiring the offer or use of alternative dispute resolution prior to the initiation of litigation, either by the Association or an Owner, for enforcement of the governing documents shall be annually delivered to the Members.

**Section 9.1.6 Insurance Disclosure Requirements.**

The Association shall prepare and distribute at least annually to all its members a summary of the information required pursuant to Civil Code Section 1365(e), (f), and (g) as to its general liability policy, its earthquake and flood insurance policies, if issued, and liability coverage for Directors and officers of the Association.

**Section 9.2 Review of Operating and Reserve Accounts.**

The Board of Directors of the Association shall do all of the following:

- (A) Review a current reconciliation of the Association's operating accounts on at least a quarterly basis.
- (B) Review a current reconciliation of the Association's reserve accounts on at least a quarterly basis.
- (C) Review, on at least a quarterly basis, the current year's actual reserve revenues and expenses compared to the current year's budget.
- (D) Review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

- (E) Review an income and expense statement for the Association's operating and reserve accounts on at least a quarterly basis.
- (F) Review the reserve study annually and consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

**Section 9.3 Signatories of Reserve Accounts.**

The signatures of at least two (2) persons, who shall be members of the Association's Board of Directors shall be required for the withdrawal of monies from the Association's reserve accounts.

**ARTICLE X**

**COMMITTEES**

The Board may appoint committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Nonprofit Corporation Law of California, also require members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more Directors have a material financial interest.

**ARTICLE XI**

**BOOKS AND RECORDS**

**Section 11.1 Inspection by Members.**

All accounting books and records, minutes of proceedings of the Members, the Board and committees of the Board and the membership list of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member or his or her duly appointed representative at the offices of the Association for any purpose reasonably related to the Member's

interest as such. Member's rights of inspection shall be exercisable on ten days' written demand on the Association, which demand shall state the purpose for which the inspection rights are requested. In the case of the demands to inspect the Association's membership list, a Member's inspection rights shall be subject to the Association's right to offer a reasonable alternative to inspection within ten days after receiving the Member's written demand (as more particularly set forth in Corporations Code Sections 8330-8338).

**Section 11.2 Rules for Inspection.**

The Board shall establish reasonable rules with respect to:

- (A) Notice to be given to the custodian of the records by the member desiring to make the inspection.
- (B) Hours and days of the week when such an inspection may be made.
- (C) Payment of the cost of reproducing copies of documents requested by a member.

**Section 11.3 Availability of Minutes to Members.**

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the Board of Directors of the Association, other than an executive session, shall be available to members within thirty (30) days of the meeting. The minutes, proposed minutes, or summary minutes, shall be distributed to any member of the Association upon request and upon reimbursement of the Association's costs in making that distribution.

**Section 11.4 Inspection by Directors.**

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents, at the expense of the Association.

**ARTICLE XII**

**AMENDMENTS**

**Section 12.1 Procedure.**

These Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of a quorum of the Association. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**Section 12.2 Conflict Between Documents.**

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In case any of these Bylaws conflict with the provisions of the California Common Interest Subdivision Act or the Mutual Benefit Nonprofit Corporations Code, the provisions of said statutes shall control.

**CERTIFICATION OF SECRETARY**

**KNOW ALL MEN BY THESE PRESENTS;**

The undersigned, Secretary of Parkwest Condominium Association, a California nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors and Members of the Corporation on the \_\_\_ day of \_\_\_\_\_, 2002, and that they now constitute the Bylaws of said Corporation.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Parkwest Condominium Association

\_\_\_\_\_  
Suzanne Rogers

**The Parkwest Cooperative**

**Rules and Regulations**

**WHEREAS, apartment owners of the Parkwest are banded together under common ownership agreement, and**

**WHEREAS, Item 5, page 4, of the DEED requires that rules and regulations be established by the Board of Governors to effect satisfactory operation of the common facilities and for the common good, and**

**WHEREAS, the DEED required (pages 7 & 8) that such rules be approved by the majority of owners...,**

**...the following rules and regulations suggested by the Board of Governors and passed by owners in general meetings from time to time since inception of the Parkwest project, are hereby submitted:**

**1996 2000 SECTION 1 - COMMON AREAS**

**Item Item**

- 1 1 All areas of the Parkwest, except individual apartments, are owned jointly by all apartment owners. All such common areas, and all community property therein should be treated as carefully as individual apartments. Avoiding needless damage and wear, keeping hall and elevator carpets, walls and all such items clean and in good repair will result in savings for all.**
- 2 2 No furniture or other property belonging to an owner shall be placed in community areas without authorization by the Board. Property so authorized by the Board is assumed to be donated and cannot be removed without consent of the Board.**
- 8 3 Residents, including owners, tenants and guests, should refrain from excessive noise, objectionable to other residents.**
- 11 5 Trash, laundry or other packages should not be left in hallways. The trash chute shall not be used.**
- 14 6 Read and follow these instructions for using laundry facilities.**
  - Residents are allotted two two-hour time slots weekly, between 8AM and 8PM, Monday through Sunday.**
  - Use at all other times (during vacant time slots between 8AM and 8PM, and anytime between 8PM and 8AM) is on a first-come, first-served basis.**
  - Open times should be claimed in advance via laundry room chalkboard.**
  - Residents whose laundry is not completed by the end of their time slot must vacate the facilities as soon as the next scheduled user appears.**

- Time slots belonging to other residents can be used with prior consent, or if the time slot is expressly opened on - the laundry room chalk board.

**ON COMPLETION OF YOUR LAUNDRY JOB:**

- REMOVE LINT FROM DRYER FILTERS
- TURN OFF LAUNDRY FACILITY LIGHT
- CLOSE LAUNDRY FACILITY DOORS
- LEAVE LAUNDRY AREA CLEAN AND READY FOR NEXT USER.

- 15      7      **Garage doors** need always be closed after use in order to safeguard property in the garage area and maintain security within the building.
- 16      8      The Parkwest is designed to be a **secure building**. Security is dependent upon all residents observing certain procedures regarding the admittance of non-residents, particularly work and delivery personnel, unexpected visitors and other persons unknown to residents who may seek admittance to the building without identification. **DO NOT OPEN THE FRONT DOOR REMOTELY, TO ANYONE, WITHOUT CONFIRMING IDENTITY.**
- 17      9      The **sun deck on the roof** may be used between 9AM and 10PM. Residents wishing to the sun deck for private entertaining must post a notice on the garage bulletin board and in the elevator at least 3 days in advance. Use of the sun deck for private parties requires timely cleanup afterwards for which the resident is responsible.
- New    10      **Yard and garage sales** are prohibited unless approved by the Board.
- New    11      **Signage and other displays** (including real estate for sale signs) can be placed about the building, inside the building in common areas, or in apartment windows for outside viewing subject to the approval of the Board.
- 26    12      **Smoking** is not permitted in enclosed common areas. Smokers who smoke on the sun deck must not leave cigarette butts behind, either on the floor or in the ash trays.
- 9      13      Residents should refrain from creating **excessive objectionable odors**. The use of kitchen exhaust fans will help prevent cooking odors from spilling into common areas.
- 12    14      **Hanging or shaking towels, mops, rugs** etc. from balconies or windows is not permitted, nor are exterior clotheslines. Hanging clothing from balcony railings is similarly prohibited.
- New    15      **Patios, deck and balconies** cannot be used for storage of any material, including bicycles.

- 1996 2000 SECTION 2 -- HOME IMPROVEMENTS**
- | <b>Item</b> | <b>Item</b> |   |
|-------------|-------------|---|
| <b>New</b>  | <b>1</b>    | <b>Before making any improvements*** to his/her/their apartment, owners must consult with the Board of Governors.</b>   |
| <b>New</b>  | <b>2</b>    | <b>Appropriate permits must be obtained prior to the commencement of any board-approved improvements. All improvements must be in complete accordance with applicable laws, including but not limited to, the laws, ordinances and regulations of the City of San Diego.</b>  |
| <b>New</b>  | <b>3</b>    | <b>Owners shall post a bond of \$500.00 with the Association prior to commencing work. This amount, less any deductions for cleaning and repairs to commonly owned property and areas shall be returned to the owner upon approval of the Board. Should cleaning, repairs or restoration of damaged areas or property should exceed this amount, the Board may request additional reimbursement from the owner.</b> |
| <b>New</b>  | <b>4</b>    | <b>Owners are expected to ensure that workers clean up debris left in common areas and that workers take care not to damage common areas.</b>   |
| <b>New</b>  | <b>5</b>    | <b>Construction work can only be performed between 9AM and 5PM Monday through Friday.</b>   |
| <b>New</b>  | <b>6</b>    | <b>No addition, change or alteration to the exterior of any apartment or common area shall be commenced without prior written approval of the Board.</b>  |
| <b>New</b>  | <b>7</b>    | <b>Nothing shall be done in or to the building which will, or may tend to impair the structural integrity of the building</b>   |
| <b>New</b>  | <b>8</b>    | <b>Each owner shall have the right, at their own expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, doors, door frames, trim and perimeter walls of their apartments, subject to compliance with any restrictions or limitations set forth by the Board.</b>  |
| <b>New</b>  | <b>9</b>    | <b>All window coverings shall be of a neutral color, harmonious with the color scheme of the external wall surface of the building.</b>   |
| <b>New</b>  | <b>10</b>   | <b>There shall be interference with the established drainage pattern over the property.<br/>No owner shall dispose of any hazardous material in any drain.<br/>Any costs incurred by the Association in clearing any interference or removal of hazardous material caused by an owner will be reimbursed by the owner to the Association.</b>   |

- New 11 No television or radio poles, antennae, satellite dishes or technological evolutions of same, or other external fixtures shall be constructed, erected, or maintained on or within the exterior walls or common areas of the building without approval of the Board.**
- New 12 No wiring, insulation, air-conditioning, or other machinery or equipment shall be constructed, erected or maintained on or within the exterior walls or common areas unless approved by the Board.\*\*\***
- 1996 2000 SECTION 3 - ADMINISTRATIVE**
- Item Item**
- 3 1 General meetings of the Parkwest Home Owners Association shall be held semi-annually, in January and July.\*\*\***
- 7 2 If for any reason, a Board member cannot fulfill her/his term of office, the Board shall appoint another owner to fulfill the remainder of his/her term.**
- New 3 An owner desiring to sell, lease, or sublease her/his apartment shall notify the Board, in writing, of his/her intention, providing price, terms, name of proposed buyer or tenant. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the stipulations of the Governing documents, and shall provide that any failure to comply with any provision within this Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of this Declaration shall be made available to each prospective tenant by the owner.\*\*\***
- 6 4 The Board will schedule a meeting at a time of mutual convenience to interview prospective owners/tenants. The Board shall have fifteen days after interviewing prospective tenants/owners, to approve or disapprove of same.**
- 22 5 Owners of rented apartments are fully responsible for tenant compliance with all Parkwest rules and regulations. Owners are financially responsible for any and all damage to the building or to the property of any resident of the Parkwest caused by any act or other neglect of such owner's tenant. The owner shall post a \$500.00 security deposit to be held in escrow while the apartment is rented. This amount, less any damages, will be returned to the owner upon the apartment becoming owner-occupied.**
- 23 6 Non-resident owners may loan the use of their apartments to relatives, providing that said relative meets all requirements of an occupant in the Parkwest, and follows all rules and regulations. The non-resident owner may, through delivery of proxy, delegate to the relative occupant of his/her apartment all of the owner's rights and privileges, including the right to attend meetings, to vote, or to be a member of the Board of Governors. This rule does not apply to non-relative occupants.**
- 24 7 At no time shall an owner be permitted to rent, loan or otherwise permit the**



use of his allocated garage or storage space to anyone other than an approved occupant of the Parkwest. The short-term guest\*\*\* of the owner is excepted from this rule.

- 20     8     Each resident shall leave with the Board\*\*\*, the name, address and telephone number of a person or persons who should be contacted in the event of an emergency.
- 21     9     Each resident shall leave a key with one other resident in the event of an emergency. The Board\*\*\* will keep a list of keyholders to each resident's apartment.
- New   10    Nothing shall be done, or kept, in any apartment, or in any common area, that may increase the rate of insurance premiums, or cause the cancellation of, insurance for the project. No owner shall permit anything to be done or kept in her or his apartment that violates any law, ordinance, statute, rule or regulation of any local, municipal, county, state, or federal body, including any laws, ordinances or statutes pertaining to the possession, use or storage of any hazardous, contaminated or toxic materials.
- New   11    Each owner shall be liable to the remaining owners for any damage to common areas or Association property that may be sustained by reason of the negligence or willful misconduct of that owner, or the owner's invitees.

Each owner, in acceptance of his or her deed, agrees, for her/himself, and for his/her invitees, to indemnify each and every other owner against any claim of any person for personal injury or property damage caused by the negligence or willful misconduct of such owner, unless said injury or damage occurred by reason of the negligence, or willful misconduct of any other owner, or the Association.

## **RULES & REGULATIONS ADDENDUM A**

### **Move-In Fee Policy**

**The following policy is in effect as of the February 4, 2009 Board of Directors meeting with regards to establishing and enforcing a Move-In Fee at The Parkwest:**

**A Move-In Fee of \$100 will be charged to and collected from homeowners or tenants prior moving into the building.**

November 30, 2022

Jonathan D. Bolin  
 2732 Second Avenue D-3  
 San Diego, CA 92103

**Parkwest Condominium  
 Association**

2023 Annual Budget Report

Dear Parkwest Owner:

As the registered owner of a unit at Parkwest, you are entitled to receive pertinent information in regards to the Association on an annual basis as directed by California Civil Code. The following information was approved by your Board of Directors for membership distribution:

- *2023 Pro-Forma Operating Budget*  
*Please note: The monthly Association Dues for 2023 will increase to \$495.00 per unit owned. The increase will become effective January 2023. Your January Statement will be distributed in late December.*
- *Reserve Study Summary Update as of fiscal year end, December 2022.*
- *Assessment and Reserve Funding Disclosure Summary*
- *Required, Recommended and Optional Member Notices and Disclosures per Applicable Codes*
- *Internal Dispute Resolution / Alternative Dispute Resolution Letter*
- *Parkwest Smoking Rules Amendment*
- *Parkwest Collection and Lien Policy*
- *Parkwest FHA and VA Eligibility Disclosures*

In compliance with California Civil Code §4041, the above mailing address has been determined to be your primary mailing address for all correspondence. Owners are obligated to update the Association with this information at least once per year. If the above address is incorrect, please notify our office in writing. We will continue to use this address until advised differently.

Should you have any questions, please contact The Helm Management Co. and ask to speak with your association contact, Kendra Hensley, (619) 589-6222 x 128 or send an email with any questions to [kendra@helmmanagement.com](mailto:kendra@helmmanagement.com).

Sincerely,

*Kendra Hensley*

Kendra Hensley, CMCA®  
 Association Manager



<b>Parkwest Condominium Association</b>				
	<b>Account</b>	<b>Description</b>	<b>2022 Budget</b>	<b>2023 Budget</b>
<b>Operating Accounts</b>				
<b>Income Accounts</b>				
<b>Income</b>				
	40-40025-00-00	Assessments	\$103,680.00	\$106,920.00
	40-40175-00-00	Late, Lien and Billing Charges	\$50.00	\$100.00
	40-40235-00-00	Move In and Move Out Fee	\$200.00	\$300.00
	40-40260-00-00	Laundry	\$2,000.00	\$2,000.00
<b>Income Accounts Total</b>			<b>\$105,930.00</b>	<b>\$109,320.00</b>
<b>Expense Accounts</b>				
<b>General &amp; Administrative</b>				
	58-58075-04-00	Insurance	\$13,696.32	\$13,500.00
	58-58100-04-00	Audit and Tax Preparation	\$1,100.00	\$1,100.00
	58-58125-04-00	State and Federal Taxes	\$50.00	\$0.00
	58-58200-04-00	Legal	\$2,000.00	\$1,800.00
	58-58210-04-00	Reserve Study	\$300.00	\$300.00
	58-58225-04-00	Management Fee	\$7,380.00	\$7,500.00
	58-58250-04-00	Licenses, Permits and Fees	\$1,500.00	\$1,500.00
	58-58350-04-00	Postage, Copies and Office Supplies	\$300.00	\$250.00
<b>Services</b>				
	60-60025-05-00	Landscape	\$3,200.00	\$3,200.00
	60-60050-05-00	Tree Trimming	\$1,200.00	\$1,350.00
	60-60100-05-00	Pest Control	\$1,188.00	\$1,323.00
	60-60125-05-00	Janitorial	\$5,040.00	\$5,040.00
	60-60160-05-00	Window Washing	\$1,500.00	\$1,500.00
	60-60180-05-00	Elevator	\$2,644.20	\$2,802.84
	60-60475-05-00	Fire Extinguishers	\$250.00	\$200.00
	60-60500-05-00	Fire Prevention System	\$500.00	\$600.00
<b>Repairs &amp; Maintenance</b>				
	68-68100-09-00	Electrical Repair	\$325.00	\$300.00
	68-68110-09-00	Gate Repair	\$750.00	\$700.00
	68-68125-09-00	Plumbing Repair	\$2,000.00	\$2,000.00
	68-68175-09-00	Common Area Repair	\$2,750.00	\$2,100.00
	68-68200-09-00	Gutter Cleaning	\$100.00	\$100.00
<b>Supplies</b>				
	70-70010-10-00	Lock & Keys	\$200.00	\$150.00
	70-70025-10-00	Landscaping Supplies	\$200.00	\$150.00
	70-70075-10-00	Janitorial Supplies	\$150.00	\$150.00
	70-70100-10-00	Paint Supplies	\$350.00	\$200.00
	70-70125-10-00	Electrical and Hardware Supplies	\$1,000.00	\$870.00
<b>Utilities</b>				
	76-76050-13-00	Water & Sewer	\$12,300.00	\$12,150.00
	76-76075-13-00	Electricity	\$6,900.00	\$8,150.00
	76-76125-13-00	Telephone	\$1,625.00	\$1,818.00
<b>Reserves</b>				
	82-82100-14-00	Reserves	\$35,431.48	\$38,516.16
<b>Expense Accounts Total</b>			<b>\$105,930.00</b>	<b>\$109,320.00</b>

2022 Assessments	\$	480.00
2023 Assessments	\$	495.00
% Change		3.13%

**Reserve Funding Disclosure Report**

CA Civil Code §5570

**Parkwest Condominiums**

Units: 18 | Start Date: 1/1/2023

**(a) Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 12/31/2023**

1. The current average regular Assessment per ownership interest is: **\$495.00 per month.**

*Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages, to be provided by Board or Management.*

2. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment is Due	Average Amount Per Unit	Purpose Of Assessment
------------------------	-------------------------	-----------------------

*Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages, to be provided by Board or Management.*

3. Based on the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?  Yes  No

4. If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Approximate date assessment will be due	Amount of Assessment	Amount Per Unit
---	----------------------	-----------------

*Note: Indicates the first year of a deficit based on the Adopted Funding Plan. The additional assessment amount indicates what will be required in that year to assure the reserve balance for the remaining years of the report will be above zero. Actual assessments may vary from year to year.*

5. All major components are included in the reserve study and are included in its calculations (Note below the status of components with a 30+ yr. remaining life).

Component Name	Status
CONTROLLERS / MOD	Included in Reserve Analysis
JACK REPLACEMENT / CYLINDER	Included in Reserve Analysis

6. Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$162,369, based in whole or in part on the last reserve study or update prepared by The Helm Management Co as of 2022-11-30. The projected reserve fund cash Balance at the beginning of the current fiscal year is \$90,674, resulting in reserves being 56% at this date.

7. Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next 5 budget years found in column E, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, found in column D, leaving the reserve at percent funding found in column F. Please see the projected five-year funding plan below that has been implemented and approved by the association.

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
	A	B	C	D	E	F
2023	\$38,516	\$178.32	\$79,371	\$50,521	\$105,993	48%
2024	\$39,672	\$183.67	\$1,159	\$89,732	\$129,099	70%
2025	\$40,862	\$189.17	\$0	\$131,695	\$154,725	85%
2026	\$42,088	\$194.85	\$12,746	\$162,500	\$168,645	96%
2027	\$43,350	\$200.70	\$4,434	\$203,236	\$192,216	106%

*Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term interest rate earned on reserve funds was 1.00% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00% per year.*



## Reserve Funding Disclosure Report

CA Civil Code §5570

Parkwest Condominiums

Units: 18 | Start Date: 1/1/2023

(b) For the purposes of preparing a summary pursuant to this section:

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

The preparer of this form will be indemnified and held harmless against all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which has been relied upon by others, or which may result from any improper use or reliance on the disclosure by you or a third party.

The reserve study report completed and reviewed for the purposes of completing the enclosed summary was finalized based on approval from the Board of Directors. Therefore, the final decisions for implementation, updating or revising the information obtained in this report, for any changes in assumptions, is the sole right and responsibility of the Board of Directors. This report and the numbers generated herein are for use only for the year it was developed. The preparer of this form is not responsible for the use of the Assessment and Reserve Disclosure Summary in any subsequent year, or in updating the summary in any subsequent year, or in updating the summary for events and circumstances occurring after the date of this report.

### Summary of Association Reserves

CA Civil Code §5565

### Parkwest Condominiums

Units: 18 | Start Date: 1/1/2023

#### Property Description

**Property Name:** Parkwest Condominiums  
**Location:** San Diego, CA  
**Project Type:** Condominium  
**Number of Units:** 18  
**Age of Project:** 63 Year(s)

#### Financial Summary

**Starting Reserve Balance:** \$90,674  
**Fully Funded Reserve Balance:** \$162,369  
**Percent Funded:** 56%  
**Current Replacement Cost:** \$452,839  
**Deficit/Surplus vs. Fully Funded Reserve:** (\$71,695) or (\$3,983.06) Per Unit Avg

#### Adopted Funding Plan

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
2023	\$38,516	\$178.32	\$79,371	\$50,521	\$105,993	48%
2024	\$39,672	\$183.67	\$1,159	\$89,732	\$129,099	70%
2025	\$40,862	\$189.17	\$0	\$131,695	\$154,725	85%
2026	\$42,088	\$194.85	\$12,746	\$162,500	\$168,645	96%
2027	\$43,350	\$200.70	\$4,434	\$203,236	\$192,216	106%
2028	\$44,651	\$206.72	\$4,697	\$245,422	\$216,916	113%
2029	\$45,990	\$212.92	\$26,444	\$267,520	\$220,670	121%
2030	\$47,370	\$219.31	\$1,384	\$316,411	\$251,082	126%
2031	\$48,791	\$225.88	\$3,225	\$365,369	\$281,268	130%
2032	\$50,255	\$232.66	\$26,856	\$392,538	\$288,798	136%
2033	\$51,762	\$239.64	\$61,711	\$386,465	\$261,457	148%
2034	\$53,315	\$246.83	\$24,919	\$418,868	\$272,017	154%
2035	\$54,915	\$254.24	\$28,082	\$450,023	\$280,488	160%
2036	\$56,562	\$261.86	\$5,785	\$505,554	\$313,057	161%
2037	\$58,259	\$269.72	\$5,788	\$563,343	\$347,502	162%
2038	\$60,007	\$277.81	\$1,403	\$627,874	\$388,428	162%
2039	\$61,807	\$286.14	\$25,605	\$670,535	\$406,612	165%
2040	\$63,661	\$294.73	\$0	\$741,220	\$452,702	164%
2041	\$65,571	\$303.57	\$85,422	\$728,683	\$413,207	176%
2042	\$67,538	\$312.68	\$31,515	\$772,173	\$429,098	180%
2043	\$69,564	\$322.06	\$53,310	\$796,230	\$424,096	188%
2044	\$71,651	\$331.72	\$31,407	\$844,638	\$442,616	191%
2045	\$73,801	\$341.67	\$31,378	\$895,719	\$462,864	194%
2046	\$76,015	\$351.92	\$0	\$981,071	\$517,218	190%
2047	\$78,295	\$362.48	\$57,691	\$1,011,589	\$514,995	196%
2048	\$80,644	\$373.35	\$10,840	\$1,091,858	\$562,213	194%
2049	\$83,064	\$384.55	\$32,427	\$1,153,667	\$589,900	196%
2050	\$85,556	\$396.09	\$2,500	\$1,248,674	\$650,570	192%
2051	\$88,122	\$407.97	\$8,401	\$1,341,281	\$708,348	189%
2052	\$90,766	\$420.21	\$158,012	\$1,287,111	\$615,168	209%

## Summary of Association Reserves

CA Civil Code §5565

Parkwest Condominiums

Units: 18 | Start Date: 1/1/2023

## Component Summary by Category

	UL	RUL	Current Replacement Cost	Accumulated Reserve Balance	Annual Fully Funded Requirement	Fully Funded Reserve Balance	Annual Reserve Contribution
COMMON AREA	10-50	0-29	\$102,376	\$26,636	\$4,940	\$47,697	\$9,557
CONTINGENCY	10-10	6-6	\$14,831	\$3,313	\$1,483	\$5,932	\$2,869
FIRE SAFETY EQUIPMENT	9-20	0-19	\$5,905	\$762	\$364	\$1,364	\$704
GATES	5-25	0-21	\$39,758	\$8,548	\$1,981	\$15,307	\$3,833
LIGHTING	20-36	0-14	\$7,991	\$2,590	\$367	\$4,637	\$710
MECHANICAL / PLUMBING	15-50	11-46	\$178,105	\$7,328	\$3,957	\$13,122	\$7,656
MISCELLANEOUS	20-36	0-19	\$4,653	\$548	\$215	\$981	\$416
PAINT	3-19	0-1	\$45,217	\$25,105	\$4,380	\$44,955	\$8,475
ROOF PATIO	3-30	0-4	\$5,402	\$2,745	\$431	\$4,915	\$835
ROOFING	15-30	3-19	\$48,599	\$13,100	\$1,789	\$23,458	\$3,461
		<b>Totals</b>	<b>\$452,839</b>	<b>\$90,674</b>	<b>\$19,908</b>	<b>\$162,369</b>	<b>\$38,516</b>



**PARKWEST CONDOMINIUM ASSOCIATION  
SUMMARY OF INSURANCE COVERAGE**

<b>Farmers Insurance Exchange</b>		
<b>Policy Active: October 1, 2022 – October 1, 2023</b>		
<b>Type:</b> Building <b>Policy Limits:</b> \$8,397,300 <b>Deductible:</b> \$5,000 per occurrence	<b>Type:</b> Directors and Officers <b>Policy Limits:</b> \$2,000,000  Mid Century Insurance Company <b>Type:</b> Workers Compensation <b>Policy Limits:</b> \$1,000,000	<b>Type:</b> Liability <b>Policy Limits:</b> \$2,000,000 <b>Other:</b> Fidelity / \$150,000

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

**DESIGNATED PERSON TO RECEIVE ASSOCIATION COMMUNICATIONS**

All official communications to the Association shall be sent to: President, Parkwest Condominium Association c/o The Helm Management Co. 4668 Nebo Drive, La Mesa, CA 91941.

**NOTICES TO MEMBER**

Members have the right to receive Association notices at up to two addresses. Written request must be made to the Association to receive notices at multiple locations.

**RIGHT TO OBTAIN MINUTES**

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, or any meeting of the board of directors of an association, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution. Minutes may be obtained by written request to The Helm Management Co.

**RIGHT TO OBTAIN ANNUAL REPORT**

A review of the financial statement of the association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California Board of Accountancy for any fiscal year in which the gross income to the association exceeds seventy-five thousand dollars (\$75,000). A copy of the review of the financial statement shall be distributed within 120 days after the close of each fiscal year.

**ARCHITECTURAL CHANGES DISCLOSURE**

Any work that is to be completed either on the interior or the exterior of a separate interest must be reviewed and approved per the Association's CC&Rs. The Board of Directors or Architectural Committee may review plans for submission prior to approval. For more information, please review the CC&Rs. For a copy of an approved Architectural Change Request Form, please contact The Helm Management Co.

**SECURITY DISCLAIMER**

As much as we would like it to be, the Association can never be free of crime. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the Association is not and can never be free of crime and cannot guarantee your safety or security. You should NOT rely on the Association to protect you from loss or harm—you should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; installing a peep hole in your front door; asking workmen for identification; installing a security system; locking your car; etc.

**GENERAL NOTICE DISCLOSURE**

The Association has established the following designated place for posting of a general notice to all members: Entry lobby bulletin board. Each Association member has the option to receive general notices via individual delivery if a member opts to do so and so notifies the Association in writing.

**PARKWEST CONDOMINIUM ASSOCIATION**  
**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**  
(CALIFORNIA CIVIL CODE SECTIONS 5900, ET SEQ AND 5925, ET SEQ.)

**I. California Civil Code section 5900, et seq. ("Internal Dispute Resolution")**

California Civil Code section 5900, et seq., applies to a dispute between the Association and an Owner involving their rights, duties or liabilities under California Civil Code § 5900, under the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Association.

Either party to a dispute within the scope of Civil Code § 5900, et seq., may invoke the following procedure:

- A. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- B. An Owner may refuse a request to meet and confer; however, the Association may not refuse a request to meet and confer.
- C. The Board shall designate a member of the Board to meet and confer.
- D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
- E. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. (California Civil Code § 5915(b).)

A written agreement reached under section 5900 referenced above binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied: (1) The agreement is not in conflict with law or the governing documents of the Association; and (2) the agreement is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board. (California Civil Code § 5915(c).)

**II. California Civil Code section 5925, et seq. ("Alternative Dispute Resolution")**

California Civil Code section 5925, et seq., requires that prior to filing an enforcement action, an association or an owner shall endeavor to submit their dispute to alternative dispute resolution pursuant to section 5925, et seq.

The Association or an Owner may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to alternative dispute resolution, consistent with California Civil Code sections 5925, et seq., and other successor California statutes and law. This prelitigation requirement applies to enforcement actions in the Superior Court solely for (1) declaratory relief; (2) injunctive relief; (3) writ relief; and (4) relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00). This prelitigation requirement does not apply to Small Claims actions and assessment disputes. (California Civil Code § 5930.)

Any party to a dispute may initiate Alternative Dispute Resolution under this section by serving on another party to the dispute a Request for Resolution. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the Request. The Request for Resolution must include:

- A. A brief description of the dispute between the parties;
- B. A request for alternative dispute resolution; and,
- C. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt of the request, or it will be deemed rejected. (California Civil Code § 5935.)

The party receiving a Request for Resolution has 30 days following receipt to accept or reject alternative dispute resolution. If not accepted within 30 days the Request may be deemed rejected. (California Civil Code § 5935(c).) If alternative dispute resolution is accepted, it must be completed within 90 days of the date of receipt of the acceptance by the party initiating the Request, unless extended by written stipulation signed by both parties. (California Civil Code § 5940.)

At the time of filing a civil action, the party filing the action shall file with the complaint a certificate stating that alternative dispute resolution has been completed in compliance with California Civil Code section 5950. Failure to file a certificate may be grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply with this requirement would result in substantial prejudice to one of the parties pursuant to section 430.10 of the California Code of Civil Procedure. (California Civil Code § 5950(b).)

The cost of the alternative dispute resolution hearing must be borne equally by the parties. (California Civil Code § 5940(c).) Refusal to share costs equally constitutes rejection of alternative dispute resolution, regardless of prior acceptance.

Failure of a Member of the Association to comply with the alternative dispute resolution requirements of California Civil Code § 5930, et seq., may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law. (California Civil Code § 5965(a).)

Very truly yours,

Parkwest Condominium Association Board of Directors



# **Parkwest Condominium Association**

## **Smoking Policy**

1. No owner, family member, tenant, resident, guest, business invitee or visitor shall smoke cigarettes, cigars or any other tobacco product, marijuana or illegal substance in the outside common areas, enclosed common areas and exclusive use common areas (balconies and patios included) within the project. Smoking is permitted only within the individual Units. Steps should be taken to ensure that smoke does not intrude into any common areas.
2. "Smoking" shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or illegal substance.
3. "Business invitee" shall include but is not limited to any contractor, agent, household worker or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant or resident.
4. Any owner who sells his/her unit shall specifically disclose to all potential buyers and Realtors that smoking is prohibited within all common areas in the project. Any owner who rents or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within his/her unit that smoking is prohibited within all common areas prior to their residency or occupancy.
5. Each owner is responsible for the actions of all other persons residing within or visiting his/her unit shall be subject to disciplinary action or court action for an injunction or any remedies available for the violation of this regulation. This section may be enforced in a court of law by any resident or the association. If any resident or the association shall be entitled to recover his/her or its attorney's fees and costs incurred, whether or not litigation has been commenced. The association may collect the attorney's fees and costs incurs through the use of a special assessment levied against the owner of the unit and an assessment lien, if necessary.
6. The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after a first warning letter, as described in the Rules and Regulations.

**PARKWEST CONDOMINIUM ASSOCIATION  
COLLECTION POLICY**

The Parkwest Condominium Association (the "Association") has the right and duty under the Association's governing documents and California law to impose and collect assessments so that the Association can, among other things, manage, maintain and operate your development.

Timely payment of assessments is of critical importance to the Association. Although most property Owners consistently pay their assessments on time, the failure of any Owner to pay assessments when due creates a cash-flow problem for the Association and causes those Owners who make timely payments of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, to encourage the prompt payment of assessments and as required by law and/or the Association's governing documents, the Board of Directors has enacted the following policies and procedures (this "Collection Policy") concerning collection of delinquent assessment accounts, subject to Civil Code section 4340, et seq., if applicable.

**1. DUE DATES.** All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed.

**2. PAYMENT / RECEIPTS / OVERNIGHT PAYMENT LOCATION.** The Association will be the collectors of the assessments (current and delinquent), late charges, interest, and collection costs (which may include attorneys' fees). Assessments may be paid by personal check, bank drafts, cashier's checks and/or money orders, as well as by electronic payment, if available. A charge of \$25.00, in addition to late fees, if applicable, will be assessed against any account whose check has been returned for Non-Sufficient Funds (NSF). When an Owner makes a payment, the Owner may request a receipt and the Association will provide such receipt, which will indicate the date of payment and person who received such payment. (Civil Code section 5655.) Any Owner is entitled to inspect the Association's accounting books and records. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

**The Helm Management Co.  
4668 Nebo Drive  
La Mesa, CA 91941**

**3. APPLICATION OF PAYMENTS.** Payments received on delinquent assessments shall be applied to the Owner's account in the following order of priority: First, the principal on the assessments owed; then to accrued interest and late charges; then to attorneys' fees; then the title company and foreclosure service company charges and other reasonable costs of collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first.

**4. LATE CHARGE:** All assessments shall be delinquent if not paid within **fifteen (15) days** after they become due and will result in the imposition of a late charge of **ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater.** Furthermore, the Association shall be entitled to recover any reasonable collection costs, including attorneys' fees, that the



Association then incurs in its efforts to collect the delinquent sums.

**5. LATE LETTER.** If a delinquent assessment payment is not paid within **thirty (30) days** after it becomes due, a late letter or current ledger may be sent to the Owner reminding the Owner of his or her delinquent account status. The Association, however, is in no way required to send a late letter or ledger before sending a pre-lien letter referenced below.

**6. INTEREST.** If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, attorneys' fees, collection costs, and late charges, at an annual percentage rate of **twelve percent (12%)**, but in no event more than the maximum rate permitted by law.

**7. SECONDARY ADDRESS.** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

**8. PRE-LIEN LETTER.** Following the 30-day dispute period and once the Association sends verification/validation of the debt to the Owner (if so requested by the Owner), the Association may send the delinquent Owner a Pre-Lien Letter by regular first-class mail and certified mail, return receipt requested. The Pre-Lien Letter shall provide at least thirty (30) days' written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of the following items: (a) The principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pre-Lien Letter.

**9. ALTERNATIVE DISPUTE RESOLUTION PROCESS.**

a. Assessment Lien. Prior to recording an assessment lien, the Association shall offer the Owner and, if so requested by the Owner, the option of participating in dispute resolution, consistent with Civil Code sections 5910 and 5915, et seq. The Association's offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the Owner. An Owner who desires to accept the offer to "meet and confer" under this section shall elect such option by submitting a written request to the Association or the Association's legal counsel, which written request must be received by the Association within twenty (20) days from the date of the offer to "meet and confer." If the offer to "meet and confer" under sections 5910 and 5915, is accepted by the Owner, the Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its Property Manager to participate in the meet and confer with the Owner.

b. Foreclosure. Prior to initiating foreclosure proceedings against an Owner's separate interest, the Association shall offer the delinquent Owner, and if so requested by the Owner, to meet and confer with a delinquent Owner (Civil Code sections 5910 and 5915) OR alternative dispute resolution (Civil Code section 5925, et seq.) to resolve any dispute related to the total amount of

delinquencies owed by the delinquent Owner to the Association and/or the Association's Collection Policy ("ADR Offer"). The Association's ADR Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the ADR Offer must do so by submitting his/her/its written request to facilitate the ADR that is elected with the Association, which written request must be received by the Association within thirty (30) days from the day the ADR Offer is submitted to the delinquent Owner. The Association shall designate a prompt date and time for the elected ADR. If a "meet and confer" is elected by the delinquent Owner, the Association shall designate a Board member, along with its Property Manager to participate in the meet and confer with the delinquent Owner. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

**10. SHOW CAUSE HEARING.** Additionally, the Association may elect to provide a delinquent Owner a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; and/or (b) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing"). The notice and hearing procedures shall be in accordance with the governing documents for the Association.

**11. ASSESSMENT LIEN.**

a. If the delinquent Owner does not bring his or her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors may proceed with recording an assessment lien against that Owner's separate interest.

b. The decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. Prior to causing an assessment lien to be recorded, the Board of Directors must approve the recordation of an assessment lien against the delinquent Owner's separate interest. The Board of Directors for the Association shall approve the decision to record an assessment lien by a majority vote in an open meeting; the Board shall record the vote in the minutes of that meeting. The Board's action should refer to the Unit or account number of the property that is delinquent, rather than the name of the Owner.

c. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), the then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. Additional monies shall accrue under this claim at the rate of regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of the originally recorded lien. Recording this notice creates a lien, which may be foreclosed upon by the Association.

**12. FORECLOSURE.**

a. **ADR Procedure.** The Association, prior to initiating foreclosure proceedings against a delinquent Owner's separate interest, must comply with the alternative dispute resolution procedure set forth above (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty (30) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with Civil Code sections 5925, 5910 and 5915. ("IDR/ADR Offer"). The Owner shall have thirty (30) days from the date of the IDR/ADR Offer to decide whether or not the Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. **Board Approval.** Prior to initiating foreclosure proceedings, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the Unit or account number of the property that is delinquent, not the name of the delinquent Owner. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. The Board of Directors shall provide notice by personal service to an Owner of a separate interest who occupies the separate interest or to the Owner's legal representative, if the Board votes to foreclosure upon the separate interest. If the Owner does not occupy the subject lot/unit, the Board shall provide written notice via first-class mail to the most current address shown on the books of the Association.

c. **Threshold.** The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorneys' fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and Civil Code sections 5700, 5705, 5710, 5715 and 5720. Unless otherwise provided herein, the procedure used shall be private foreclosure pursuant to Civil Code section 2924, et seq., and Civil Code sections 5700 and 5710. The foreclosure action shall include, but is not necessarily limited to the following procedures:

- i. **Notice of Default (NOD).** A NOD will be recorded at the County Recorders office. The cost of all attorneys' fees and/or trustee's fees will be added to the debt.
- ii. **Notice of Trustee's Sale (NOS).** If the delinquency is not paid within ninety (90) days after the NOD is recorded (and a lawsuit has not been filed), the Association will proceed with the recording and publishing of an NOS. The Owner is responsible for all publication, recording, posting and mailing costs, as well as attorneys' and/or trustee's fees.
- iii. **Sale of Property by Public Auction.** If the trustee's sale proceeds, it is conducted as a public auction in the county in which the separate interest is located, during normal business hours on any business day. ANY OWNER WHOSE SEPARATE INTEREST IS IN FORECLOSURE IS URGED TO CONSULT WITH COMPETENT LEGAL COUNSEL OF THE OWNER'S SELECTION



IN ORDER TO BE PROPERLY ADVISED OF THE OWNER'S RIGHTS AND OPTIONS AND THE TECHNICAL REQUIREMENTS OF THE FORECLOSURE PROCESS.

- iv. Right of Redemption. The Trustee's Sale shall be subject to a statutory right of redemption, which shall terminate ninety (90) days after the trustee's sale is completed

**13. MONEY JUDGMENT OPTION.** If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association may file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant. The Association may also refer certain accounts to collection agencies.

**14. RELEASE OF LIEN.** When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien, which shall be recorded in the County Recorder's Office within twenty-one (21) days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

**15. PAYMENT PLANS.** An Owner of a separate interest which is not a timeshare or who is not a developer may, if mailed to the Association within fifteen (15) days of the postmark date of the pay or lien notice, submit a written request to meet with the Board to discuss a payment plan for the payment of any delinquency. The Association shall provide the Owner with the Association's standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, unless there is no regularly scheduled Board meeting within that period, in which case the Board shall designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's separate interest to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect delinquent assessments from the time prior to entering into the payment plan. The Association shall have the power and authority to include (without limitation) the following elements/terms in any payment plan agreement that is reached with the Owner:

- a. That Owner comply with the governing documents during the course of the payment plan agreement;
  - b. That Owner waive any defenses or claims related to the Association's collection efforts;
  - c. That the Association may place a lien against other real or personal property owned by Owner;
  - d. That Owner agrees to waive any homestead rights he/she may have relative to the delinquent assessments;
  - e. That Owner assign the Association all amounts owed under any rental/lease agreement;
- and,



- f. That Owner be required to provide identifying information, including social security number,  
driver's license number, off-site address(es), phone numbers, etc.

**16. PARTIAL PAYMENTS.** Once a delinquent account has been turned over to the Association's legal counsel, owners shall not send any assessment payments to the Association; such payments shall only be accepted by the Association's legal counsel. Any payments delivered to the collection agent shall be forwarded to the attorney's office. Owner is permitted to submit partial payment on the delinquent amount owed. The notice of assessment lien is not required to be amended by the Association, its attorney or trustee to reflect any partial payments made on the account of the delinquent Owner after its recordation, and any such partial payments received shall not be construed to invalidate the notice of assessment lien. The notice of assessment lien may be foreclosed upon as set forth herein even though the delinquent Owner has made one or more partial payments. The attorney shall then release the lien if and when payment in full has been made by the delinquent Owner.

**17. PERSONAL OBLIGATION TO PAY ASSESSMENTS AND CHARGES.** Assessments, together with late charges, reasonable fees and costs of collection, reasonable attorneys' fees, and interest determined in accordance with California Civil Code sections 5600 and 5605 and the Association's governing documents are a debt of the Owner of a separate interest (the Owner's lot) at the time that the assessment or other charges are levied. Whether or not the Association records a notice of delinquent assessment (lien) on your property, the Association has a right to look to the Owner, personally, to pay the debt and pursue collection of that debt in a court action. The Association is also entitled, upon compliance with the requirements of California law and provided certain criteria and procedures as specified by law are satisfied, to record a lien against your property and to take enforcement action to sell your property without court action by non-judicial foreclosure. The recording of a lien against your property does not limit the right of the Association to pursue any Owner personally for payment of all monies due.

**18. COURTESY STATEMENTS AND TIMELY PAYMENTS.** It is the Owner's responsibility to allow ample time to drop off or mail all monies due before the delinquency date. As a courtesy only, invoices or statements for regular assessments may be regularly sent to an Owner by first-class mail addressed to the Owner at his or her address as shown on the books and records of the Association. However, it is the Owner's responsibility to be aware of the assessment payment due dates and to pay any and all assessments when due, whether or not an invoice or statement has been sent. Owners should promptly advise the Association of any changes in the Owner's mailing address. The Association also reserves the right to send out coupon booklets in lieu of sending invoices or statements.

**19. RIGHT TO REQUEST VALIDATION OF DEBT.** An Owner has the right to request validation of the debt by notifying the Association in writing of such request within thirty (30) days of receipt of the Association's Notification of Delinquent Assessment ("NODA") sent to the Owner. (See Paragraph 8 above.) Upon such request being made, an account history or other document reflecting the delinquent balance will be forwarded to the Owner. Any information obtained in the collection process or obtained from an Owner will be used for the purpose of collecting any monies owed.

**20. COMPLIANCE WITH CIVIL CODE SECTIONS 5730 AND 5310.** The following notice is set forth to comply with the Civil Code.

## NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code).

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code).

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code).

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a Judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code).

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code).

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code).

**21. EFFECTIVE DATE OF THIS POLICY.** This policy shall be deemed effective January 1, 2023 to be in compliance with Civil Code section 4340, et seq.

## *FHA Condominium Approval Status*

California State Statute requires the disclosure of your HOA's FHA and VA approval status to unit owners. This information is deemed accurate at the time of this disclosure. However HUD/FHA may change the status without further notice.

**Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.**

**This common interest development IS a condominium project. The association of this common interest development IS NOT certified by the Federal Housing Administration.**

**As of now, certification by Federal Housing Administration only lasts for three years.**

**Condominium Name: Parkwest Condominium Association**

**FHA ID: S014520**

**FHA Status: Approved - 12/18/2019**

**Expiration of FHA Approval: 12/18/2022**



## *VA Condominium Approval Status*

California State Statute requires the disclosure of your HOA's VA approval status to unit owners. This information is deemed accurate at the time of this disclosure.

**Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.**

**This common interest development IS a condominium project. The association of this common interest development IS NOT certified by the federal Department of Veterans Affairs.**

**As of now, certification by the federal Department of Veterans Affairs does not expire.**

**Condominium Name: Parkwest Condominium Association**

**VA ID Number: None**

**VA Status: Not Approved**

**VA Expiration Date: N/A**



A FIDELITY NATIONAL FINANCIAL, INC. COMPANY

P.O. Box 51113  
Los Angeles, CA 90051-5412

## DEMAND

Order Number: 221214-00069  
Escrow Number:  
Demand Date: 12/14/2022

### Bill To:

**Amount Due: \$99.00**

MICHAEL WOLF  
COLDWELL BANKER WEST  
410 KALMIA ST  
SAN DIEGO, CA 92101-1628

Please include the Order Number on  
check to receive proper credit.

**THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED**

### Ordering Party/Agent

### Escrow

### Order Details

MICHAEL WOLF  
COLDWELL BANKER WEST  
410 KALMIA ST  
SAN DIEGO, CA 92101-1628  
(858) 722-6847

Property Address:  
BOLIN, JONATHAN DAVID; BOLIN,  
ROCHELLE  
2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

### Quantity

### Description

### Amount

### Total

Quantity	Description	Amount	Total
1	Residential Premium	\$99.00	\$99.00

**Subtotal: \$99.00**

**Paid: \$0.00**

**Amount Due \$99.00**

#### Important Ordering Agent Payment Instructions:

When escrow opens for this transaction please do the following:

1. Fill out the escrow information above.
2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
3. Have this demand placed into the escrow file for payment.
4. **Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data.** Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

**In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.**

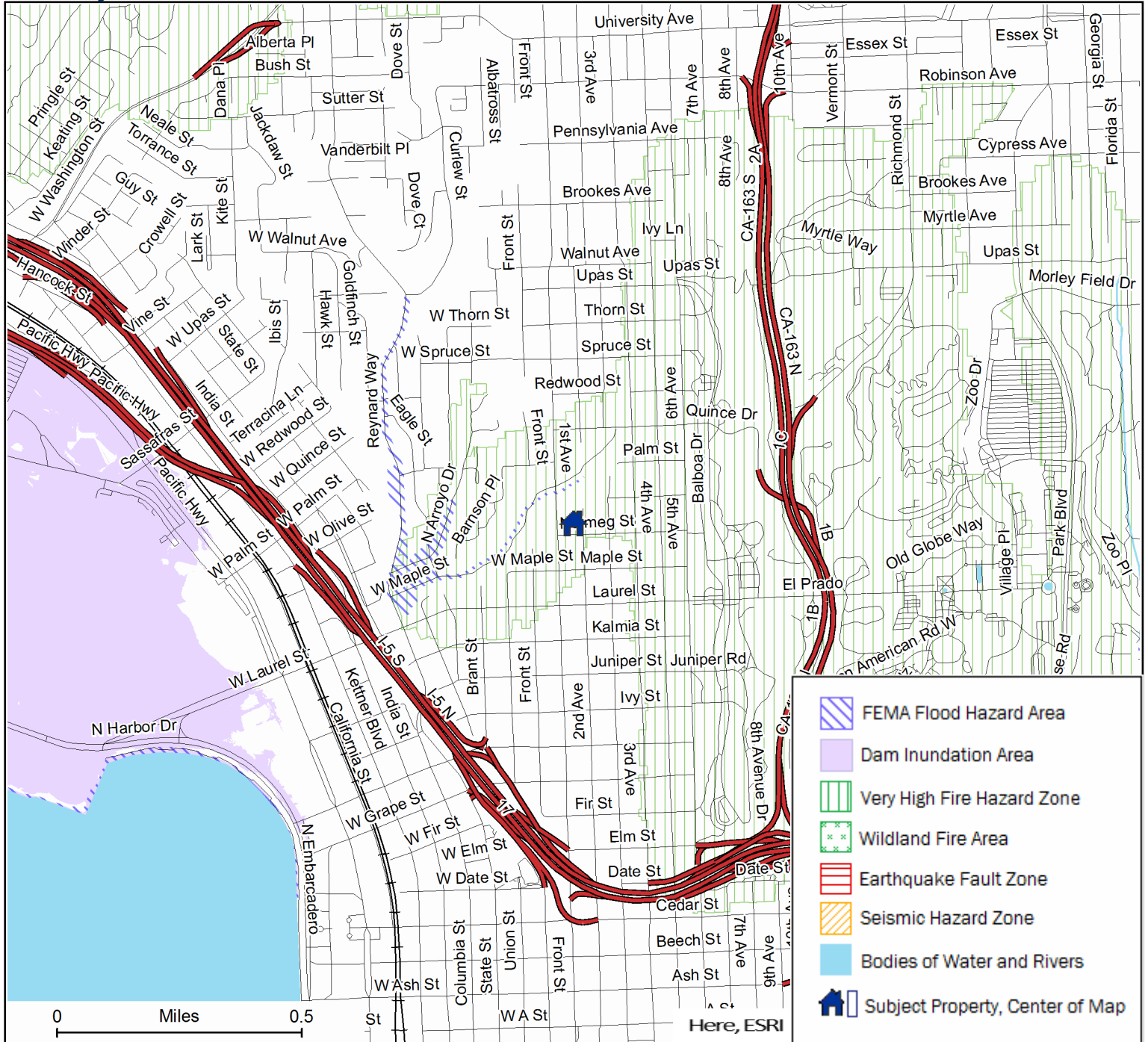
#### Escrow Instructions:

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

**Property Address:** 2732 2ND AVE UNIT D3  
 SAN DIEGO, CA 92103-6246  
**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## Statutory Natural Hazard Disclosures



- IS  IS NOT  Located in a FEMA Special Flood Hazard Area.
- IS  IS NOT  Located in a Dam Inundation Area.
- \* IS  IS NOT  Located in a Very High Fire Hazard Severity Zone.
- IS  IS NOT  Located in a Wildland Fire Area.
- IS  IS NOT  Located in an Alquist-Priolo Earthquake Fault Zone.
- \* IS  IS NOT  Located in a Seismic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

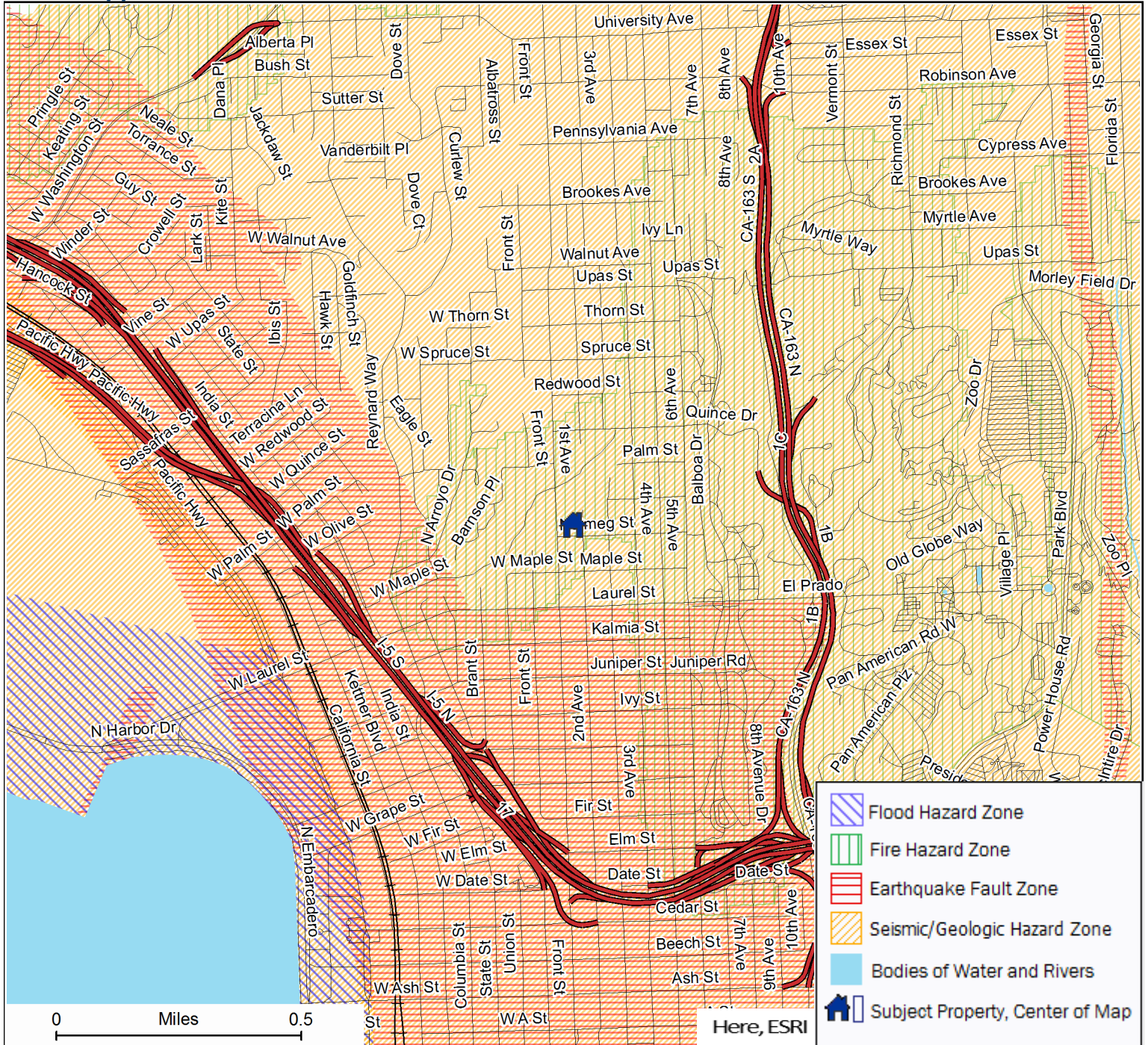
\* Please read the report for further information



**Property Address:** 2732 2ND AVE UNIT D3  
 SAN DIEGO, CA 92103-6246  
**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## Local/Supplemental Natural Hazard Disclosures



- IS  IS NOT  in a Supplemental Flood Hazard Zone.
- \* IS  IS NOT  in a Supplemental Fire Hazard Zone.
- IS  IS NOT  in a Supplemental Earthquake Fault Zone.
- \* IS  IS NOT  in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

\* Please read the report for further information





# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246  
**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: **2732 2ND AVE UNIT D3, SAN DIEGO, CA, 92103-6246 APN: 452-702-06-05**

The seller and the seller's agent(s) or a third-party consultant disclose 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 action 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 and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

### THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.  
Yes \_\_\_\_\_ No  Do not know and information not available from local jurisdiction \_\_\_\_\_

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.  
Yes \_\_\_\_\_ No  Do not know and information not available from local jurisdiction \_\_\_\_\_

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.  
Yes  No \_\_\_\_\_

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  
Yes \_\_\_\_\_ No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.  
Yes \_\_\_\_\_ No

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.  
Yes (Landslide Zone) \_\_\_\_\_ Yes (Liquefaction Zone) \_\_\_\_\_ No \_\_\_\_\_ Map not yet released by state

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s) Jonathan Bolin  
Signature of Seller(s) Michelle Bolin  
Seller's Agent(s) Michelle Bolin  
Seller's Agent(s) Michelle Bolin

Date 12/20/2022 | 12:38 PM PST  
Date 12/20/2022 | 1:48 PM PST  
Date 12/19/2022 | 11:27 AM PST  
Date \_\_\_\_\_

Check only one of the following:

- Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the seller (s) and agent(s).
- Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s)



Date 12/14/2022

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

By signing below, the buyer(s), also acknowledge they have read and understand the additional disclosures, notices, advisories, and disclaimers provided in this report including, but not limited to, local/supplemental natural hazards, commercial/industrial zoning, airport influence area and airport proximity, Williamson Act, right to farm, mining operations, transfer fee notice, notice of your supplemental property tax bill, gas and hazardous liquid transmission pipelines, toxic mold, methamphetamine or fentanyl contaminated property, Megan's law, flood insurance, military ordnance location, energy efficiency standards, water conserving plumbing fixtures, solar energy systems notice, mudslide / debris flow advisory, habitat sensitivity area/endangered species, oil, gas wells and methane, naturally occurring asbestos, radon, additional local disclosures, tax information (Mello-Roos and 1915 special tax and assessments notice, tax summary), if included in the report, environmental information, if included in the report, and links to download Governmental Guides referred to in the Report (additional signatures may be required):

- 1. "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants"; 2. "Protect Your Family From Lead In Your Home";
- 3. "Homeowners Guide to Earthquake Safety" and "Residential Earthquake Hazards Report" form; 4. "What is your Home Energy Rating?".

Signature of Buyer(s) \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Buyer(s) \_\_\_\_\_ Date \_\_\_\_\_

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
 SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

**PAYMENT POLICY:** FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

**CANCELATION POLICY:** OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

	Page
<a href="#">Natural Hazard Reference Maps</a>	i-ii
<a href="#">Natural Hazard Disclosure Statement</a>	NHDS
<a href="#">AB38 NOTICE</a>	1

In	Out	Not Mapped	Statutory Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Special Flood Hazard Area designated by the Federal Emergency Management Agency</a>	2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Dam Inundation / Area of Potential Flooding</a>	2
			<a href="#">Wildfire Mitigation: Home Hardening And Defensible Space Notice (AB 38)</a>	3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">Very High Fire Hazard Severity Zone</a>	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Wildland Area That May Contain Substantial Forest Fire Risks And Hazards</a>	4
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Earthquake Fault Zone</a>	4
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Seismic Hazard - Landslide Zone</a>	5
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Seismic Hazard - Liquefaction Zone</a>	5

In	Out	Not Mapped	Local/Supplemental Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Supplemental Flood Hazard Zone</a>	6
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">Supplemental Fire Hazard Zone</a>	6
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Supplemental Earthquake Fault Hazard Zone</a>	7
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<a href="#">Supplemental Seismic/Geologic Hazard Zone</a>	7

In	Out	Additional Disclosures	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Commercial/Industrial Zoning</a>	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Airport Influence Area</a>	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Airport Proximity</a>	8
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Right to Farm</a>	10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Mining Operations</a>	10

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
 SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

Yes	No	Tax Information	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Mello-Roos Communities Facilities District Special Tax Liens – currently levied against the property</a>	<a href="#">11</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Improvement Bond Act of 1915 Lien Assessments – currently levied against the property</a>	<a href="#">12</a>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Property Assessed Clean Energy (PACE) Programs</a>	<a href="#">12</a>
		<a href="#">Tax Summary – annual taxes, liens and assessments currently included on the tax bill</a>	<a href="#">13</a>
		<a href="#">Property Tax Descriptions</a>	<a href="#">14</a>
		<a href="#">Supplemental Tax Estimator Worksheet</a>	<a href="#">15</a>
		<a href="#">Property Tax Estimator Worksheet</a>	<a href="#">16</a>

Yes	No	Environmental Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Identified sites with known or potential environmental concerns</a>	<a href="#">17</a>
		<a href="#">Environmental Sites Map and details</a>	<a href="#">18</a>
		<a href="#">Databases Researched</a>	<a href="#">23</a>

## Notices and Advisories

	<a href="#">Transfer Fee Notice</a>	<a href="#">27</a>
	<a href="#">Notice of “Supplemental” Property Tax Bill</a>	<a href="#">27</a>
	<a href="#">Toxic Mold Notice</a>	<a href="#">27</a>
	<a href="#">Gas and Hazardous Liquid Transmission Pipelines Notice</a>	<a href="#">28</a>
	<a href="#">Flood Insurance Notice</a>	<a href="#">28</a>
	<a href="#">Energy Efficiency Standards and Duct Sealing Requirements Notice</a>	<a href="#">29</a>
	<a href="#">Water-Conserving Plumbing Fixture Notice</a>	<a href="#">29</a>
	<a href="#">Solar Energy Systems Notice</a>	<a href="#">29</a>
	<a href="#">Megan’s Law Notice</a>	<a href="#">30</a>
	<a href="#">Methamphetamine or Fentanyl Contaminated Property Notice</a>	<a href="#">30</a>
	<a href="#">Military Ordnance Location Notice</a>	<a href="#">30</a>
	<a href="#">California Land Conservation (Williamson) Act Notice</a>	<a href="#">31</a>
	<a href="#">Mudslide / Debris Flow Advisory</a>	<a href="#">31</a>
	<a href="#">Oil, Gas Wells &amp; Methane Advisory</a>	<a href="#">31</a>
	<a href="#">Habitat Sensitivity Area/Endangered Species Advisory</a>	<a href="#">32</a>
	<a href="#">Naturally Occurring Asbestos Advisory</a>	<a href="#">32</a>
	<a href="#">Radon Advisory</a>	<a href="#">32</a>

	<a href="#">Disclaimers - Read Carefully</a>	<a href="#">33</a>
--	--	--------------------

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## AB38 NOTICE

If this property is located in either a High or Very High Fire Severity Zone according to this report, it is subject to AB38 Disclosure Requirements. Precise disclosure of fire zones can be found on the Summary Page, and on either of the maps included in this report. AB38 applies to Residential 1-4 unit properties (including condos and manufactured homes). Additionally, the property may be subject to a Defensible Space Inspection.

**To Request a Defensible Space Inspection, click the following link:**

<https://survey123.arcgis.com/share/e659f03a6e8447af8663e42cf48f60fd>



**For more Information on Defensible Space, please click this link:**

<https://www.readyforwildfire.org/>

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

### SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

**Source(s) of data:** Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

IS  IS NOT located in a Special Flood Hazard Area  Do not know and information not available

### DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

**Source(s) of data:** Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

IS  IS NOT located in a Dam Inundation Zone  Do not know and information not available

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## WILDFIRE MITIGATION: HOME HARDENING AND DEFENSIBLE SPACE NOTICE (AB 38)

Pursuant to California Civil Code Section 1102.6f, the seller of residential real property that is located in a high or very high fire hazard severity zone, as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, shall provide the following information to the buyer, if the home was constructed before January 1, 2010:

"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>."

Seller should also disclose which of the listed features, if any, exist on the property that may make the home vulnerable to wildfire and flying embers: a) 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, b) roof coverings made of untreated wood shingles or shakes, c) combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck, d) single pane or nontempered glass windows, e) loose or missing bird stopping or roof flashing, f) rain gutters without metal or noncombustible gutter covers.

If, pursuant to Section 51182 of the Government Code, the seller has obtained a final inspection report described in that section, the seller shall provide to the buyer a copy of that report or information on where a copy of the report may be obtained.

California Civil Code Section 1102.19 requires the seller, on and after July 1, 2021, to provide to the buyer documentation stating that the property complies with Section 4291 of the Public Resources Code or local vegetation management ordinances. If the local jurisdiction has not enacted an ordinance for an owner of real property to obtain documentation that a property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the seller shall provide the buyer with the documentation obtained in the six-month period preceding the date the seller enters into a transaction to sell that real property and provide information on the local agency from which a copy of that documentation may be obtained.

If the seller has not obtained documentation of compliance, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with Section 4291 of the Public Resources Code or local vegetation management ordinance within one year of the close of escrow date.

## VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

**Source(s) of data:** California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT **located in a VERY HIGH FIRE HAZARD SEVERITY ZONE**

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291.

**Source(s) of data:** California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS  IS NOT located in a State Responsibility Area

## ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

**Source(s) of data:** California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in an Alquist-Priolo Fault Zone



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

**Source(s) of data:** California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

IS  IS NOT located in a Landslide Hazard Zone  Map not released by state

IS  IS NOT located in a Liquefaction Hazard Zone  Map not released by state

**GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/quake.aspx)**

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. The company has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

### SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Flood Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

NONE

### SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fire Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

In an area of Very High Potential for Fire Hazard.

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Fault Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

NONE

## SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

IS  IS NOT located in a supplemental Geologic Hazard Zone  Do not know OR information is not available

### ADDITIONAL INFORMATION:

In an area of MODERATE potential for Landsliding.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## ADDITIONAL DISCLOSURES

### COMMERCIAL / INDUSTRIAL ZONING

Pursuant to California Civil Code Section §1102.17, the seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title.

"Whenever any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation. Nothing in this act shall be deemed to apply to the regulation and working hours of canneries, fertilizing plants, refineries and other similar establishments whose operation produce offensive odors." California Code of Civil Procedure Section §731a.

Based on the county tax assessment rolls, the subject Property:

IS  IS NOT located within one mile of a property zoned for commercial or industrial use.

### AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

IS  IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

### AIRPORT PROXIMITY

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take-off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

**Note:** This information does not relieve the sellers' duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
LDR	USCG SAN DIEGO	HELIPORT	1.15 MILES
CL97	SCRIPPS MERCY HOSPITAL	HELIPORT	1.21 MILES
CL76	U S NAVAL MEDICAL CENTER SAN DIEGO	HELIPORT	1.27 MILES
20CN	UCSD MEDICAL CENTER HILLCREST	HELIPORT	1.41 MILES



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246  
**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

CA47	SAN DIEGO POLICE HEADQUARTERS	HELIPORT	1.47 MILES
SAN	SAN DIEGO INTL	AIRPORT	1.53 MILES
SAN	SAN DIEGO INTERNATIONAL - LINDBURGH FIELD AIRPORT	AIRPORT	2.34 MILES
CL16	TURNER FIELD (AMPHIBIOUS BASE)	HELIPORT	3.58 MILES
NZY	HALSEY FIELD	AIRPORT	3.58 MILES
MYF	MONTGOMERY FIELD	AIRPORT	5.83 MILES

For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:  
**Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600**

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

**NOTICE OF RIGHT TO FARM** This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

IS  IS NOT located within one mile of a farm or ranch land.

## MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

IS  IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation [https://www.conservation.ca.gov/dmr/abandoned\\_mine\\_lands](https://www.conservation.ca.gov/dmr/abandoned_mine_lands). The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <https://www.conservation.ca.gov/DMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## TAX INFORMATION

### NOTICE OF SPECIAL TAX AND ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY SHOWN ABOVE. THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. YOU SHOULD TAKE THESE TAXES AND ASSESSMENTS, IF ANY, AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH THEY PAY INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX AND ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSEMENT DISTRICT AND HOW THE PROCEEDS OF THE TAX WILL BE USED, BY CALLING THE CONTACT NAME AND NUMBER LISTED BELOW. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT. YOU MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

If Mello-Roos Community Facilities Special Tax Liens or Improvement Bond Act of 1915 Lien Assessments are not paid on time, the issuer has the right to initiate foreclosure proceedings on the property and it may be sold to satisfy the obligation. By statute, the special tax lien is made superior in priority to private liens such as mortgages and deeds of trust, even if the aforementioned preceded the creation of the assessment. Unlike property tax sales initiated by a County Tax Collector (which require a five year waiting period) special tax lien foreclosure may be initiated quickly if payments become delinquent. This can occur as soon as a few months after a property tax bill becomes delinquent.

The annual assessment installment against this property as shown on the tax bill for the 2022-2023 tax year is listed below. Assessment installments will be collected each year until the assessment bonds are repaid. The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes are summarized below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

#### Mello-Roos Community Facilities Districts

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements and services funded by Mello-Roos districts may include, but are not limited to police and fire protection services, roads, new school construction, backbone infrastructure improvements, new or expanded water and sewer systems, recreation program services and flood or storm protection services. When construction of facilities is involved, in most cases, the money required to provide initial funding for the improvements is obtained through the issuance of municipal bonds. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary (increase), or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property.

There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

**THIS PROPERTY IS NOT CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S).**



**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## Improvement Bond Act of 1915 Assessments Districts

Improvement Bond Act of 1915 Assessments Districts provide a method of financing certain public capital improvements and infrastructures including, but not limited to, roads, sewer, water and storm drain systems, and street lighting. The money required to fund the improvement is obtained in advance through the issuance of municipal bonds pursuant to the Improvement Bond Act of 1915. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement(s) and is amortized over a period of years. Improvement Bond Act of 1915 Lien Assessments can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

**THIS PROPERTY IS NOT CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).**

## Property Assessed Clean Energy (PACE) Programs

California legislature enables local governments to help property owners finance the acquisition, installation, and improvement of energy efficiency, water conservation, wildfire safety improvements as defined in Section 5899.4 of the Streets and Highways Code, and renewable energy projects through PACE programs. Owners of residential and commercial properties within a PACE participating district can finance 100% of their project and pay it back over time as a property tax assessment through their property tax bill, which is delivered and collected by the County. The tax bill will have a line item titled with the name of the PACE program. Payments on the assessment contract will be made through an additional annual assessment on the property and paid either directly to the county tax collector's office as part of the total annual secured property tax bill, or through the property owner's mortgage impound account. If the property owner pays his or her taxes through an impound account he or she should notify their mortgage lender to discuss adjusting his or her monthly mortgage payment by the estimated monthly cost of the PACE assessment. Under the PACE programs, if the property is sold before the PACE financing is paid in full, the remaining payments may be passed on to the new property owner. However, a lender may require the property owner to pay off the remaining balance when the property is sold or refinanced. The remaining debt may affect the amount a new buyer can borrow when financing the property purchase. It is the responsibility of the property owner to contact the property owner's home insurance provider to determine whether the efficiency improvement to be financed by the PACE assessment is covered by the property owner's insurance plan. For more information on the PACE financing programs, go to: <https://dfpi.ca.gov/pace-program-administrators/pace/>

**THIS PROPERTY IS NOT PARTICIPATING IN A PACE PROGRAM**

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## TAX SUMMARY

### ANNUAL TAXES, LIENS, AND ASSESSMENTS CURRENTLY LEVIED AGAINST THE PROPERTY AND INCLUDED ON THE TAX BILL

#### Basic Property Taxes:

Agency / Contact	District / Benefit	Levy Amount
County of San Diego	Basic 1% Levy	\$7133.65
County of San Diego (877) 829-4732	General	

#### Voter Approved Taxes:

Agency / Contact	District / Benefit	Levy Amount
County of San Diego	Voter Approved Debt	\$1543.43
County of San Diego (877) 829-4732	General	

#### Mello-Roos Community Facilities Special Tax Lien(s):

NONE

#### Improvement Bond Act of 1915 Lien Assessment(s):

NONE

#### Other Direct Assessments:

Agency / Contact	District / Benefit	Levy Amount
Metropolitan Water District of Southern California	Standby Charge	\$11.50
Metropolitan Water District of Southern California (213) 217-6000	Water & Sewer Service	
San Diego County Water Authority	Water Availability Standby Charge	\$10.00
San Diego County Water Authority (619) 682-4100	Water & Sewer Service	
County of San Diego	Vector Disease Control	\$5.86
County of San Diego (877) 829-4732	Vector Disease Control	
County of San Diego	Mosquito Surveillance	\$3.00
County of San Diego (877) 829-4732	Mosquito Surveillance	

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

---

## PROPERTY TAX DESCRIPTIONS

### Basic Property Taxes

The Basic Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIII A of the California State Constitution), the basic levy is limited to one percent (1%) of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

### Voter Approved Taxes

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before the passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax may be formed by a local government (a city, county, special district, etc) in order to finance specific facilities and/or services and cannot be used for general purposes.

### Other Direct Assessments

In addition to the items discussed in the previous sections, real property may be subject to Other Direct Assessments. These assessments may appear on the annual property tax bill. Increases or modifications to these assessments are subject to public notice/hearing requirements (as governed by law) and require a vote by the legal property owners or the registered voters in the area. Additional information is available by contacting the agency actually levying the assessment.

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## SUPPLEMENTAL TAX ESTIMATOR

This worksheet is provided for you as a convenience to allow you to **estimate** the potential supplemental property tax amount on a given property and whether you will receive one or two Supplemental Tax Bills. Depending on the date your escrow closes you will receive either one or two Supplemental Tax Bills which are in addition to your regular annual secured property taxes and must be paid separately. **Supplemental Tax Bills are not paid in escrow and are not impounded by your mortgage lender.** This worksheet is an estimate and is for your planning purposes only. This Supplemental Tax amount estimate is based on the 2022-2023 secured roll valuation and does not take into account other transactions that may have occurred and will impact the future assessed value.

Adobe Reader is suggested for interactive features

### Supplemental Tax Estimator

	Input the Purchase Price of the Property	
-	Current Assessed Value	\$ 713,365.00
=	Taxable Supplemental Assessed Value	
X	Tax Rate	1.216%
=	Estimated Full-Year Supplemental Tax Amount	

### Jan - May Close of Escrow - Complete This Section

	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill #1 Amount	
+	Supplemental Tax Bill #2 Amount = Estimated Full-Year Supplemental Tax Amount	
=	Estimated Supplemental Tax Amount	

### Jun - Dec Close of Escrow - Complete This Section

	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill Amount	

### Computation Factors

Month	Factor	Month	Factor
January	0.4167	July	0.9167
February	0.3333	August	0.8333
March	0.2500	September	0.7500
April	0.1667	October	0.6667
May	0.0833	November	0.5833
June	1.0000	December	0.5000

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## PROPERTY TAX ESTIMATOR

The total tax charges listed on the previous pages provide an accurate portrayal of what the property tax charges were for the 2022-2023 tax year at the current assessed value. California law requires the Assessor re -calculate or re-assess the value of real property when it is sold, subdivided or upon the completion of new construction. In coming years, the Ad Valorem (or value based) property tax charges will be assessed based on this new assessed value. It is possible to calculate an **estimate** of what those charges will be using the property tax estimator provided below:

Adobe Reader is suggested for interactive features

### Property Tax Estimator

	Purchase Price of Property	
X	Ad Valorem Tax Rate	1.216%
=	Ad Valorem Tax Amount	
+	Total Direct Assessments	\$ 30.36
=	Total Estimated Taxes	

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## ENVIRONMENTAL INFORMATION

### IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.




#### ENVIRONMENTAL SITES SUMMARY

Up to 1/8 Mile






1/8 to 1/2 Mile

1/2 to 1 Mile


#### CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

 U.S. EPA National Priority / Superfund List (NPL)	0	0	0
 Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	3
 State Priority List (SPL)	0	2	18

#### CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

 Treatment, Storage, Disposal and Generators (TSDG)	0	8	
 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
 No Further Remedial Action Planned (NFRAP)	0	0	
 Leaking Underground Storage Tanks (LUST)	0	0	
 Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	0	

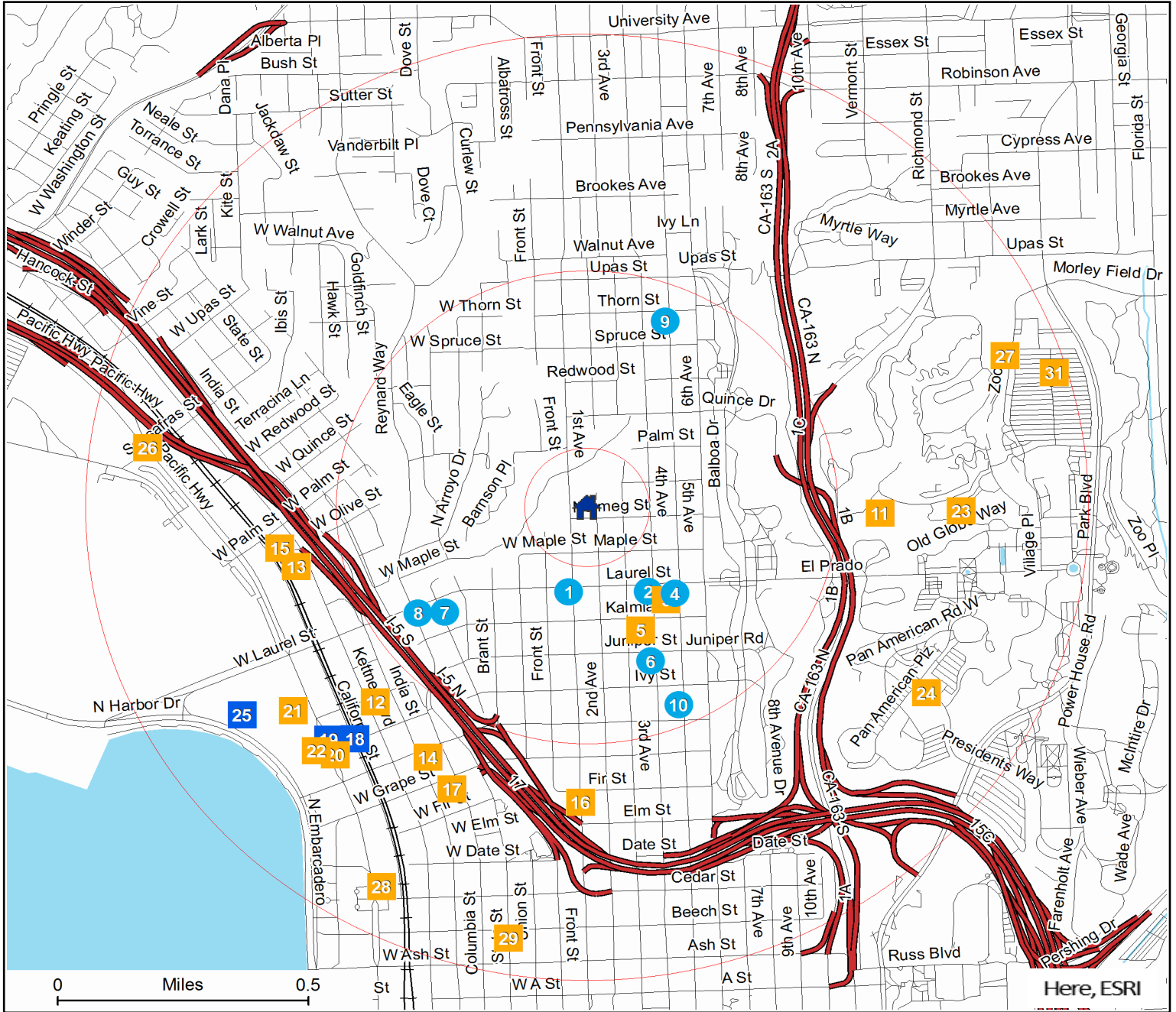
#### CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

 Registered Underground Storage tank(s) (UST)	0		
--	---	--	--

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246  
**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## Environmental Sites



**Category A: Sites with Known Environmental Concerns**

**Category B: Sites with Potential Environmental Concerns**

**Category C: Sites with Registered Underground Storage Tanks**

- NPL
- CORRACTS
- SPL
- TSDG
- CERCLIS
- NFRAP
- LUST
- SWLF
- UST

This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.



**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

### HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

**Record ID#** 18 Distance/Direction: 0.67 miles SW

Site Name: SOLAR TURBINES INC  
Address: 2200 PACIFIC HWY  
SAN DIEGO, CA 0  
Status: CORRECTIVE ACTION REQUIRED

**Record ID#** 19 Distance/Direction: 0.71 miles SW

Site Name: SOLAR TURBINES INC  
Address: 2200 PACIFIC HWY  
SAN DIEGO, CA 0  
Status: CORRECTIVE ACTION REQUIRED

**Record ID#** 25 Distance/Direction: 0.82 miles SW

Site Name: SOLAR TURBINES INC  
Address: 2200 PACIFIC HWY  
SAN DIEGO, CA 0  
Status: CORRECTIVE ACTION REQUIRED

### STATE PRIORITY LIST SITES (SPL)

**Record ID#** 3 Distance/Direction: 0.25 miles SE

Site Name: LAUREL BAY APARTMENTS  
Address: 2400 5TH AVENUE  
SAN DIEGO, CA 97101  
Status: REFER: 1248 LOCAL AGENCY

**Record ID#** 5 Distance/Direction: 0.28 miles S

Site Name: ST. PAUL'S VILLA  
Address: 2340 FOURTH AVENUE  
SAN DIEGO, CA 92101  
Status: NO ACTION REQUIRED

**Record ID#** 11 Distance/Direction: 0.59 miles E

Site Name: NATIONAL GUARD ARMORY  
Address: SAN DIEGO, CA 0  
Status: INACTIVE - NEEDS EVALUATION

**Record ID#** 12 Distance/Direction: 0.59 miles SW

Site Name: POWAY INVESTMENT PROPERTIES  
Address: 829 W. JUNIPER STREET  
SAN DIEGO, CA 92101  
Status: REFER: 1248 LOCAL AGENCY

**Record ID#** 13 Distance/Direction: 0.59 miles W

Site Name: NEYENESCH PRINTERS  
Address: 2750 KETTNER BLVD.  
SAN DIEGO, CA 92103  
Status: NO FURTHER ACTION

**Record ID#** 14 Distance/Direction: 0.62 miles SW

Site Name: SAN DIEGO PLATING (2)  
Address: 2060 INDIA STREET  
SAN DIEGO, CA 92101  
Status: REFER: OTHER AGENCY

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

<b>Record ID#</b>	<b>15</b>	Distance/Direction:	0.62 miles W
Site Name:	RYAN AIRCRAFT CO		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>16</b>	Distance/Direction:	0.62 miles S
Site Name:	HARBOR VIEW HOSPITAL		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>17</b>	Distance/Direction:	0.65 miles SW
Site Name:	JACKSON & BLANC FACILITY		
Address:	2015 INDIA/602 GRAPE/1970 COLUMBIA ST. SAN DIEGO, CA 92101		
Status:	REFER: 1248 LOCAL AGENCY		
<b>Record ID#</b>	<b>20</b>	Distance/Direction:	0.73 miles SW
Site Name:	SOLAR TURBINES INC.		
Address:	2200 PACIFIC HWY SAN DIEGO, CA 92101		
Status:	REFER: RCRA		
<b>Record ID#</b>	<b>21</b>	Distance/Direction:	0.73 miles SW
Site Name:	SOLAR AIRCRAFT CORP		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>22</b>	Distance/Direction:	0.75 miles SW
Site Name:	SOLAR TURBINES INC		
Address:	2200 PACIFIC HWY SAN DIEGO, CA 92138		
Status:	ACTIVE		
<b>Record ID#</b>	<b>23</b>	Distance/Direction:	0.75 miles E
Site Name:	NAVAL HOSPITAL UNITS 2, 4 & 5		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>24</b>	Distance/Direction:	0.78 miles SE
Site Name:	CAMP KIDD NAVAL TRAINING STATION		
Address:	BALBOA PARK, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>26</b>	Distance/Direction:	0.89 miles W
Site Name:	GENERAL DYNAMICS-LINDBERGH FIELD(FORMER)		
Address:	3302 PACIFIC HIGHWAY SAN DIEGO, CA 92101		
Status:	REFER: 1248 LOCAL AGENCY		
<b>Record ID#</b>	<b>27</b>	Distance/Direction:	0.89 miles E
Site Name:	CAMP DERBY - BALBOA PARK		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>28</b>	Distance/Direction:	0.9 miles SW
Site Name:	JACK IN THE BOX (STORE #0090)		
Address:	1619 PACIFIC HWY SAN DIEGO, CA 92101		
Status:	REFER: 1248 LOCAL AGENCY		

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

<b>Record ID#</b>	<b>29</b>	Distance/Direction:	0.92 miles S
Site Name:	CONTINENTAL CLEANERS		
Address:	1470 STATE STREET SAN DIEGO, CA 92101		
Status:	REFER: 1248 LOCAL AGENCY		
<b>Record ID#</b>	<b>30</b>	Distance/Direction:	0.98 miles E
Site Name:	33RD BRIGADE		
Address:	BALBOA PARK, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
<b>Record ID#</b>	<b>31</b>	Distance/Direction:	0.98 miles E
Site Name:	SD AIR DEFENSE WING		
Address:	BALBOA PARK, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		

## Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

<b>Record ID#</b>	<b>1</b>	Distance/Direction:	0.18 miles S
Site Name:	RADIOLOGY MEDICAL GROUP INC.		
Address:	2466 FIRST AVE SAN DIEGO, CA 0		
<b>Record ID#</b>	<b>2</b>	Distance/Direction:	0.22 miles SE
Site Name:	BAY CITY GRAPHIC		
Address:	2458 4TH AVE SAN DIEGO, CA 92101		
<b>Record ID#</b>	<b>4</b>	Distance/Direction:	0.25 miles SE
Site Name:	BAY CITY GRAPHIC		
Address:	2458 4TH AVE SAN DIEGO, CA 92101		
<b>Record ID#</b>	<b>6</b>	Distance/Direction:	0.35 miles S
Site Name:	KNOX ATTORNEY SERVICE		
Address:	2250 4TH AVE SAN DIEGO, CA 92101		
<b>Record ID#</b>	<b>7</b>	Distance/Direction:	0.36 miles SW
Site Name:	SLAYEN M & ASSOCIATES INC		
Address:	2451 STATE ST SAN DIEGO, CA 92101		
<b>Record ID#</b>	<b>8</b>	Distance/Direction:	0.4 miles SW
Site Name:	SLAYEN M & ASSOCIATES INC		
Address:	2451 STATE ST SAN DIEGO, CA 92101		
<b>Record ID#</b>	<b>9</b>	Distance/Direction:	0.42 miles N
Site Name:	HARBOR BLUEPRINT		
Address:	3241 FIFTH AVE SAN DIEGO, CA 92103		
<b>Record ID#</b>	<b>10</b>	Distance/Direction:	0.46 miles SE
Site Name:	DIGITAL COLOR SYSTEMS		
Address:	2121 FIFTH AVE SAN DIEGO, CA 92101		

### COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

NONE

**NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)**

NONE

**LEAKING UNDERGROUND STORAGE TANK SITES (LUST)**

NONE

**SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)**

NONE

**Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS**

Refer to the pages following the site records for contact information.

**REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)**

NONE

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

### Category A: Sites With Known Environmental Concerns

#### U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/superfund-national-priorities-list-npl>.

#### Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <https://www.epa.gov/hw/learn-about-corrective-action>.

#### State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

### Category B: Sites With Potential Environmental Concerns

#### Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

#### Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit:

<https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

### No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8r-archived-site-inventory>.

### Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

### Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <https://www2.calrecycle.ca.gov/Search/> or <https://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

## Category C: Sites With Registered Underground Storage Tanks

### Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

### Potential Status Field Definitions:

**Abandoned:** A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

**Absorbed:** An operational status used only when existing facilities (permitted facilities) are being combined into a single.

**Active:** Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

**ACW (Asbestos Containing Waste) Disposal Site:** A solid waste landfill that accepts asbestos containing waste.

**Backlog:** Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

**Border Zone/Haz Waste Property (BZP/HWP):** Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

**Case Closed:** The Regional Board and the Local Agency have determined that no further work is necessary at the site.

**Certified:** Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

**Certified Operation & Maintenance:** Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

**Clean closed:** A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

**Closed:** A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

**Closing:** A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

**Completed - Case Closed:** A closure letter or other formal closure decision document has been issued for the site.

**Completed - Case Closed/No Monitoring:** A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

**Excluded:** A waste tire site that does not meet the definition of a major or minor waste tire facility.

**Deleted:** Deleted from the Final NPL.

**Final:** Currently on the Final NPL.

**Hazardous Waste Border Zone Property (HWP/BZP):** Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

**Hazardous Waste Disposal Land Use (NOT BZP/HWP):** Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

**Inactive - Action Required:** Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

**Inactive - Needs Evaluation:** Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

**No Action Required:** Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

**No Further Action:** Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

**Non-Operating:** A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

**Non-Operating Permit:** A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit(s). This could be a post-closure permit.

**Not Currently Regulated:** Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

**Not Proposed:** Not on the NPL.

**Not Reported:** The status was not reported by the Lead Agency.

**Open - Assessment & Interim Remedial Action:** An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

**Open - Eligible for Closure:** Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

**Open - Inactive:** No regulatory oversight activities are being conducted by the Lead Agency.

**Open - Remediation:** An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

**Open - Closed/with Monitoring:** A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

**Open - Closing/with Monitoring:** A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

**Open - Inactive:** A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

**Open - Operating:** A land disposal site that is accepting waste.

**Open - Proposed:** A land disposal site that is in the process of undergoing the permit process from several agencies.

**Open - Site Assessment:** Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

**Open - Verification Monitoring:** Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

**Operating:** A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

**Part of NPL:** Site is Part of a NPL Site.

**Permitted:** Indicates that a facility or site held a solid waste facility permit.

**Planned:** A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

**Pollution Characterization:** The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

**Post Remedial Action Monitoring:** Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

**Pre-Title 27 CAI - Open/With Monitoring:** A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

**Pre-Title 27 CAI - Closed/With Monitoring:** A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

**Pre-Title 27 CAI - Closed/No Monitoring:** A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

**Pre-Title 27 CAI - Completed - Case Closed/No Monitoring:** A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

**Preliminary Endangerment Assessment:** An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

**Preliminary Site Assessment Underway:** Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

**Preliminary Site Assessment Work Plan Submitted:** A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

**Proposed:** Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

**Referred: 1248 Local Agency:** Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

**Referred: EPA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

**Referred: IWMB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

**Referred: Other Agency:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

**Referred: RCRA:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

**Referred: RWQCB:** Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

**Remedial Action:** Implementation of corrective action plan.

**Remediation Plan:** A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

**Removed:** Removed from Proposed NPL

**Reopen Previously Closed Case:** Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

**Revoked:** Permit has been taken back (nullified) by the enforcement agency.

**Surrendered:** The voluntary relinquishment of a permit by the operator to the enforcement agency.

**Suspended:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**To Be Determined:** There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

**Unknown - Insufficient Information.**

**Unpermitted:** Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

**Voluntary Cleanup:** Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

## Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## NOTICES AND ADVISORIES

### TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

**To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.**

**Effective January 1, 2008, Civil Code Section 1102.6e requires the seller to notify the buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.**

**Content of Disclosure.** Civil Code Section 1102.6e requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

### NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

**"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the tax collector. If you have any question concerning this matter, please call your local tax collector's office."**

### TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

#### PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

<https://www.cdph.ca.gov/Programs/CCDC/DEOD/DCDC/EHLB/IAQ/Pages/Mold.aspx>; <https://www.epa.gov/mold/>

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <https://pvnpmns.phmsa.dot.gov/PublicViewer/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <https://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <https://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/In-Our-Community/Safety-Tips/Equipment-and-lines>, Southern California Gas: <https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

## FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the Natural Hazard Disclosure Statement, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## ENERGY EFFICIENCY STANDARDS AND DUCT SEALING REQUIREMENTS NOTICE

The Energy Policy and Conservation Act directs the Department of Energy (DOE) to establish minimum efficiency standards for various products, including central air conditioners and heat pumps. On January 1, 2015, the DOE amended the energy conservation standards for residential central air conditioners and heat pumps manufactured for sale in the United States to be manufactured with an energy rating of 14 SEER (SEER, Seasonal Energy Efficiency Ratio, is the measurement of energy efficiency for the cooling performance of central air conditioners and heat pumps). Homeowners are not required to replace or upgrade existing central air conditioning units or heat pumps to comply with the new standards. Disclosure Source recommends that the potential buyer of the subject property verify the SEER rating of the central air conditioning or heat pump system through a professional such as a home inspector or through the California Home Energy Efficiency Rating Services. This agency, a home energy rating provider, is a non-profit organization that promotes energy efficiency through comprehensive analyses of homes. Additional information may be found at:

[https://www.eere.energy.gov/buildings/appliance\\_standards/residential/central\\_ac\\_hp.html](https://www.eere.energy.gov/buildings/appliance_standards/residential/central_ac_hp.html) or at [www.cheers.org](http://www.cheers.org)

Additionally, beginning October 1, 2005, and with subsequent revisions to the California building energy efficiency standards, the California Energy Commission ("CEC") outlined new duct sealing requirements which require the home's ducts tested for leaks when the central air conditioner or furnace is installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you need to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly. Duct sealing is generally not required in the following situations: 1) duct systems that are documented to have been previously sealed as confirmed through field verification and diagnostic testing; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home. According to the CEC, these duct sealing requirements apply when the following are replaced: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil, or the furnace heat exchanger. Several cities and counties have adopted more stringent building energy standards. You can find a link to the modified standards on the CEC's Local Ordinances page and a list of the cities and counties: <https://www.energy.ca.gov/title24/2019standards/> and <https://www.energy.ca.gov/resources/publications/energy-commission-publications/>. More information may also be found at [www.energy.ca.gov/title24/](http://www.energy.ca.gov/title24/).

**GOVERNMENTAL GUIDE: "WHAT IS YOUR HOME ENERGY RATING?" PUBLISHED BY THE CALIFORNIA ENERGY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING THE CALIFORNIA HOME ENERGY RATING SYSTEM (HERS) PROGRAM. IT IS AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS HOMEENERGYRATING.ASPX](https://www.disclosuresource.com/downloads/homeenergyrating.aspx)**

## WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

## SOLAR ENERGY SYSTEMS NOTICE

On and after January 1, 2018, a seller of residential real property within a common interest development shall disclose to the prospective buyer(s) the existence of any solar energy system owned by the seller and the related responsibilities of the owner according to California Civil Code Section 4746. The owner and each successive owner is required to maintain a homeowner liability coverage policy at all times and to provide the homeowner's association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter. The owner and each successive owner of the solar energy system is responsible for the costs of damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system. Further, the owner and each successive owner of the solar energy system is responsible for the costs of maintenance, repair, and replacement of the solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal. The new owner will be responsible for the same disclosures mentioned above to subsequent buyers.

# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to buyer(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

## METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

## MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:  
<https://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx>

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <https://www.conservation.ca.gov/dlrp/lca>.

## MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geologic Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

[www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?](http://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

[qt-science\\_center\\_objects=0#qt-science\\_center\\_objects](http://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

## OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit

<https://www.conservation.ca.gov/CalGEM>.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

## NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit this website for further information and maps at: [https://www.atsdr.cdc.gov/noa/docs/Asbestos-FAQ\\_ENG\\_web.pdf](https://www.atsdr.cdc.gov/noa/docs/Asbestos-FAQ_ENG_web.pdf)

## RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>. **The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination.** If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <https://www.epa.gov/radon/radon-frequently-asked-questions>

**GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX](https://www.disclosuresource.com/downloads.aspx) AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS\\_LEAD.ASPX](https://www.disclosuresource.com/downloads_lead.aspx)**

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

## DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

### THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

#### TERMS AND CONDITIONS

##### 1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

##### 2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <https://www.DisclosureSource.com>

##### 3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

##### 4. Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and/or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

##### 5. Explanation of Services and Limitations

###### (a) Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination.



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

(b) Tax Information, if included in the report

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello -Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello -Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1915. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment. Items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or accept liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase this property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrators to verify its accuracy.

(c) Environmental Information, if included in the report

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

## 6. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient (s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient (s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

## 7. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient (s) on the date of delivery of this Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

## 8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance .

## 9. Report Is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation .

## 10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

## 11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, # 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

## 12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California.

## 13. Resolution of Disputes (Arbitration or Small Claims)

**MANDATORY ARBITRATION.** This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non -appealable. Judgment upon the award may be entered and enforced in *any* court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in *any* state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including *any* claim that all or *any* part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party *may* elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.



# California Residential Disclosure Report

**Property Address:** 2732 2ND AVE UNIT D3  
SAN DIEGO, CA 92103-6246

**Parcel Number:** 452-702-06-05

**Date:** 12/14/2022  
**Order Number:** 221214-00069

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in *any* forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to *any* person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

#### 14. Severability

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### 15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.

**Certificate Of Completion**

Envelope Id: 3ADB8592F0124DB6A8E10ADD6E0EB925  
 Subject: 2732 2nd Ave D3\_ Seller Disclosures  
 Source Envelope:  
 Document Pages: 261  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Michael and Jessica Wolf  
 410 Kalmia Street  
 San Diego, CA 92101  
 wolf@cbwhomes.com  
 IP Address: 24.10.114.19

**Record Tracking**

Status: Original  
 12/19/2022 10:27:06 AM

Holder: Michael and Jessica Wolf  
 wolf@cbwhomes.com

Location: DocuSign

**Signer Events**

Jonathan Bolin  
 jon.d.bolin@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 C8E83160CB524FD...  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 108.89.117.17

**Timestamp**

Sent: 12/19/2022 11:26:32 AM  
 Resent: 12/20/2022 9:17:37 AM  
 Viewed: 12/20/2022 12:36:12 PM  
 Signed: 12/20/2022 12:38:37 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2022 12:36:12 PM  
 ID: 0674ca40-3af6-46ba-ab96-8869e86822f6

Michael and Jessica Wolf  
 wolf@cbwhomes.com  
 WOLF REAL ESTATE TEAM  
 Coldwell Banker West  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 CF4C043D44894D8...  
  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 24.10.114.19

Sent: 12/19/2022 11:26:33 AM  
 Viewed: 12/19/2022 11:26:49 AM  
 Signed: 12/19/2022 11:27:25 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Rochelle Bolin  
 chellbolin@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 037FD6A80EF7427...  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 132.239.142.130

Sent: 12/19/2022 11:26:33 AM  
 Resent: 12/20/2022 9:17:38 AM  
 Viewed: 12/20/2022 1:47:38 PM  
 Signed: 12/20/2022 1:48:51 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/20/2022 1:47:38 PM  
 ID: ce7ef1ad-a7fd-4e2d-ac13-d55055fb1cc8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
renee herrenschmidt rherrenschmidt@cbwhomes.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/20/2022 1:48:59 PM Viewed: 12/20/2022 2:26:45 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2022 11:26:34 AM
Certified Delivered	Security Checked	12/20/2022 1:47:38 PM
Signing Complete	Security Checked	12/20/2022 1:48:51 PM
Completed	Security Checked	12/20/2022 1:48:59 PM

Payment Events	Status	Timestamps
----------------	--------	------------

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Coldwell Banker West (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Coldwell Banker West:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [team@tamifuller.com](mailto:team@tamifuller.com)

### **To advise Coldwell Banker West of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [badams@ascentrealestate.net](mailto:badams@ascentrealestate.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Coldwell Banker West**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [team@tamifuller.com](mailto:team@tamifuller.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Coldwell Banker West**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [team@tamifuller.com](mailto:team@tamifuller.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Coldwell Banker West as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Coldwell Banker West during the course of your relationship with Coldwell Banker West.