



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

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Bonsall, **COUNTY OF** San Diego, **STATE OF** CALIFORNIA,
DESCRIBED AS 30181 Via Maria Elena, Bonsall, CA, 92003.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 07/23/2026. **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: _____
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
☒ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

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

- | | | |
|---|--|--|
| ☒ Range | ☐ Wall/Window Air Conditioning | ☐ Pool: |
| ☒ Oven | ☒ Sprinklers | ☐ Child Resistant Barrier |
| ☒ Microwave | ☐ Public Sewer System | ☐ Pool/Spa Heater: |
| ☒ Dishwasher | ☐ Septic Tank | ☐ Gas ☐ Solar ☐ Electric |
| ☐ Trash Compactor | ☐ Sump Pump | ☒ Water Heater: |
| ☐ Garbage Disposal | ☐ Water Softener | ☐ Gas ☐ Solar ☒ Electric |
| ☒ Washer/Dryer Hookups | ☒ Patio/Decking | ☒ Water Supply: |
| ☒ Rain Gutters | ☐ Built-in Barbecue | ☒ City ☐ Well |
| ☒ Burglar Alarms | ☐ Gazebo | ☐ Private Utility or |
| ☒ Carbon Monoxide Device(s) | ☐ Security Gate(s) | Other <u>City of San Diego Public Utilities Department</u> |
| ☒ Smoke Detector(s) | ☒ Garage: | ☒ Gas Supply: |
| ☒ Fire Alarm | ☒ Attached ☐ Not Attached | ☒ Utility ☐ Bottled (Tank) |
| ☐ TV Antenna | ☐ Carport | ☐ Window Screens |
| ☐ Satellite Dish | ☐ Automatic Garage Door Opener(s) | ☐ Window Security Bars |
| ☐ Intercom | ☒ Number Remote Controls _____ | ☐ Quick Release Mechanism on |
| ☒ Central Heating | ☐ Sauna | Bedroom Windows |
| ☒ Central Air Conditioning | ☐ Hot Tub/Spa: | ☐ Water-Conserving Plumbing Fixtures |
| ☐ Evaporator Cooler(s) | ☐ Locking Safety Cover | |
- Exhaust Fan(s) in No _____ 220 Volt Wiring in _____ Fireplace(s) in Yes _____
☒ Gas Starter _____ ☒ Roof(s): Type: Tile Age: Unknown (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): _____
List of items in the home may not be complete. Any items remaining in home at time of sale will be left.
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.
(*see note on page 2)

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Seller's Initials BB / _____

Buyer's Initials _____ / _____



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

Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410. N Scottsdale Rd, Ste. #1600 Tempe AZ 85281

Phone:

Fax:

New Forms

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

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: Damaged exterior tile replaced. Quarter round molding and carpeting replaced. Two HVAC systems replaced; ductwork repaired.)

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
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
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.): _____

Per work order, new carpeting was installed throughout the property. Per work order, both original HVAC systems were replaced with new high-efficiency units. Per work order, wallpaper was removed and texture was applied to match existing wall conditions. Per work order, damaged exterior tile was removed and new matching tile was installed.

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

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

- 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.

Seller Brad Bonney Authorized Signer on Behalf of Opendoor Property Trust I Date 07/23/2026

Seller _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc.
(Please Print)By Lisa Soltez
(Associate Licensee or Broker Signature)Date 07/23/2026**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) _____
(Please Print)By _____
(Associate Licensee or Broker Signature)

Date _____

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 Brad Bonney Date 07/23/2026 Buyer _____ Date _____

Authorized Signer on Behalf of

Seller _____ Opendoor Property Trust Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc.
(Please Print)By Lisa Soltez
(Associate Licensee or Broker Signature)Date 07/23/2026Agent (Broker Obtaining the Offer) _____
(Please Print)By _____
(Associate Licensee or Broker Signature)

Date _____

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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New Forms





SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

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 either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ 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, WHETHER BY CONTRACT, 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 30181 Via Maria Elena, Bonsall, CA, 92003, Assessor's Parcel No. 127-480-43-00, situated in Bonsall, County of San Diego California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware..." by checking either "Yes" or "No."

- A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
- Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.

5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:

- (i) the condition or repair of the Property;
- (ii) any improvement on this Property;
- (iii) easements, encroachments, or boundary disputes affecting the Property.

These documents include, but are not limited to, any document:

- (i) prepared in the past or present;
- (ii) provided during any previous transaction or from a previous owner;
- (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
- (iv) whether or not it was provided to the Seller.

- A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No
- B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No
- C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☒ Yes ☐ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: Seller is a corporate entity. Documents in Seller's possession during ownership include work orders, inspection reports, renovation scopes, and third-party assessments. Seller will provide available details upon request.

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
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- 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



If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in, or adjacent to, an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see **paragraph 14** for more disclosures)..... ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)
- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

If Yes to any, provide explanation: _____

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information.**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 (1) and (2) blank)..... ☐ Yes ☒ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☐ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property?..... ☒ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.**Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: _____

D) Interior and exterior painting was performed. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information.

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 existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
- C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q)..... ☐ Yes ☒ No
- D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

If Yes to any, provide explanation: _____

D) Property is on Septic. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information.**9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:****ARE YOU (SELLER) AWARE OF...**

- A. 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 maintaining 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 such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Property Address: 30181 Via Maria Elena, Bonsall, CA, 92003

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- B.** Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

Per work orders: wallpaper removed/textured and partial painting (interior walls); exterior tile and quarter round replaced (floors); two HVAC systems replaced, ductwork repaired. Seller has never occupied the property; encourages Buyer to obtain own inspections and verify all information.

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 watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

If Yes to any, provide explanation: _____

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

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 _____

If Yes to any, provide explanation: _____

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

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: _____

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

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

If Yes to any, provide explanation: _____

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

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A.** Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a 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

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Buyer's Initials _____ / _____

Seller's Initials BB / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 5)

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Property Address: 30181 Via Maria Elena, Bonsall, CA, 92003

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- (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

If Yes to any, provide explanation: _____

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

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

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ 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

If Yes to any, provide explanation: _____

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

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: _____

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

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. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ☐ Yes ☒ No
- E. 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
- F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ☐ Yes ☒ No
- G. 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
- H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property..... ☐ Yes ☒ No
- I. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- J. 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
- K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

If Yes to any, provide explanation: _____

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

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 residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... ☐ Yes ☒ No
- C. 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
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No



Property Address: 30181 Via Maria Elena, Bonsall, CA, 92003

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- E. Whether the Property is tenant occupied ☐ Yes ☒ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy)..... ☐ Yes ☒ No
- F. Whether the Property was previously tenant occupied even if vacant now ☐ Yes ☒ No
If yes, disclose if you know the method or manner of how the tenancy ended. _____
If Yes to any, provide explanation: _____

19. MATERIAL FACTS:

- A. 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
- B. ☐ (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.
If Yes to any, provide 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 Seller's own duty of disclosure.

Seller Brad Bonney Authorized Signer on Behalf of _____ Date 07/23/2026
Seller _____ Opendoor Property Trust I _____ Date _____

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

Buyer _____ Date _____
Buyer _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 5 OF 5)

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Opendoor

30181 Via Maria Elena, Bonsall, CA 92003

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

Description	Contractor	Contact information
Performed interior painting and removed wallpaper with wall repair in July 2026.	G 3 Equity - SAN	G 3 Equity - SAN g3equity@gmail.com (310) 867-1045
Replaced two HVAC systems in July 2026.	How Much Air - SAN-S	How Much Air - SAN-S howmuchandy@gmail.com (562) 612-8961
Installed new carpet in July 2026.	Redi Carpet Inc - SAN-S	Redi Carpet Inc - SAN-S eddie.yniguez@redicarpet.com (619) 395-3285

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, 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 by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

When recorded mail to:
Stephen J. Farrell
Westgate-California Realty Co.
Suite 910, U.S. National Bank Bldg.
San Diego, California 92101

26657 1652
TITLE INSURANCE AND TRUST COMPANY

FEB 13 10 35 AM '69

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER
8/4/82

DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION, made this 5th day of FEBRUARY,
1969, by WESTGATE-CALIFORNIA PRODUCTS, INC., a Nevada corporation,
and WESTGATE-CALIFORNIA REALTY CO., a California corporation, herein
called "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land in the
County of San Diego, State of California, more particularly described on Exhibit
1 which is hereto attached and by this reference incorporated herein, which
property is the property covered by this Declaration and is sometimes here-
after referred to as "said property";

NOW, THEREFORE:

Declarant declares that (i) it hereby establishes a General Plan
for the protection, maintenance, improvement and development of said property
and hereby fixes the covenants, restrictions and conditions subject to which all
building sites, parcels and portions of said property shall be held, leased, used
and conveyed, (ii) each such covenant, restriction and condition is for the benefit
of said property and each portion thereof and each present and future owner thereof
and Declarant herein, and shall inure to and pass with said property and each por-
tion thereof and shall apply to and bind the respective successors in interest of the
present owner of said property.

All references in this Declaration to the Committee shall mean
reference to the Architectural Committee created in Article IV below.

ARTICLE I

GENERAL RESTRICTIONS

Section 1. Single Family Dwellings

No structure (except accessory and temporary structures as hereafter

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defined) erected or maintained upon said property shall be used for any purpose other than for single family dwelling purposes, and no portion of said property shall be used for any purpose other than for single family dwelling purposes. No structure shall be moved onto said property from another location, and all construction on said property shall be new.

Section 2. Construction and Occupancy

No structure upon said property shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions and conditions contained in this Declaration. All work of construction on each such structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God, or similar causes beyond the reasonable control of the builder.

Section 3. Maintenance and Repairs

All structures upon said property shall at all times be maintained in good condition and repair and well and properly painted.

Section 4. Accessory Buildings and Structures

Accessory structures which may be constructed and maintained upon said property shall be garages, stables, patios, swimming pools with or without dressing rooms, not more than one separate quarters, without kitchen, to be used only by non-paying guests or servants, and other accessory buildings and structures, exclusive of living quarters, customarily used in connection with single family private residences.

Section 5. Temporary Quarters - Trailers and Boats

(a) No trailer, tent or temporary quarters (except as specified in subsection (b) of this Section 5) shall at any time be placed upon said property.

No building or structure shall be placed upon any parcel prior to the erection and completion of the main residence upon such parcel except as consented to in writing by the Committee. No boat, camper, trailer or truck shall be stored or maintained upon any parcel unless the same shall be kept within an enclosed

area out of the view of any road or street and of any other parcel.

(b) A temporary sales office used only for the original sale of parcels or homes upon said property or upon property adjoining or in the vicinity of said property may, if consented to in writing by Declarant, be constructed and maintained upon said property during such original sale of parcels or homes upon any portion thereof or which are upon said property adjoining or in the vicinity of said property.

Section 6. Television and Radio Antennae

No antenna or other structure for use for television or radio reception or other communication or similar purpose shall be erected or maintained upon any residence or structure upon said property unless the same is within a structure, except that in certain cases such antenna may be permitted outside of a structure if and to the extent approved in writing as to type, appearance, height and location by the Committee.

Section 7. Animals, Etc.

No cattle, goats, sheep, pigs, rabbits, chickens, birds, reptiles or other animals or fowls shall be kept or voluntarily permitted upon said property, but dogs, cats, birds and fish may be kept as pets if the same are not kept, bred or raised for commercial purposes or in unreasonable numbers as determined by the Committee. Horses may be kept in reasonable number and location as approved in writing by the Committee.

Section 8. Outhouses

No privy (other than a temporary one during erection of a structure) shall be erected or maintained upon said property. Any lavatory or toilet in existence or used upon said property shall be enclosed within a building permitted under this Declaration and shall be properly connected with an underground septic tank or other method of disposal which is so constructed and operated that no offensive odor shall escape therefrom.

Section 9. Nuisances

No rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of said property which would render

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it unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. If said property shall not be maintained as required by this Section 9, Declarant may at its election perform or cause to be performed such work as may be necessary to bring said property into conformity with this Section 9. If the owner of the property on which such work is performed shall not reimburse Declarant for the cost thereof forthwith upon Declarant's demand, Declarant may make the amount of such cost a lien against the property involved by recording an appropriate statement of such cost.

Section 10. Signs and Billboards

Except for temporary signs as specified below, no sign or billboard of any character shall be erected or displayed on said property except residential signs giving the name or address of the occupant or owner. Temporary signs (exclusive of any flag or pennant) in connection with the original subdivision and sale of said property may be maintained during the period of construction and original sale of parcels and homes in the area where the signs are located. Nothing herein shall prohibit an owner from maintaining on his property one "for sale", "for rent" or "for lease" sign not exceeding in size 18 by 24 inches.

Section 11. Compliance with Plans and Approvals

No structure upon said property shall be occupied or used until the plans, specifications, drawings and other matters in connection therewith have been approved by the Committee to the extent required under this Declaration or until any such structure is made to conform to such plans, specifications, drawings, or other matters as approved by said Committee.

Section 12. Drainage

There shall be no interference with established drainage in or over any lot. In the event it becomes necessary to change the established drainage over any parcel the owner thereof shall make adequate provision for proper drainage in connection with any such change, including the landscaping of all parcels affected by the change. The words "established drainage" as used in this Section 12 mean the drainage which existed at the time of over-all tract grading.

In the event any parcel owner shall be in violation of this Section 12,

Declarant may at its election correct the violation and the expense thereof may be made a lien on the parcel involved in the manner specified in Section 9 of this Article I.

Section 13. Fences for Stallions and Jacks

Stallions and jacks shall be contained by fences which meet the following requirements: A. concrete posts and rails as per plans from said Committee; B. (i) posts shall be 4" x 6" or 5" x 5" minimum and be installed at least 3 feet deep in the ground. (ii) post shall be not more than 10 feet apart, (iii) stringers shall be a minimum of 2" x 6" with the top of the bottom stringer not more than 18" above the ground, and (iv) the top of the top stringer shall be not less than 42" above the ground and there shall be not more than a 12" vertical interval between stringers. All wood fences shall be painted white.

Section 14. Trees, Shrubs and Landscaping

No tree or other landscaping which may grow to a height of six feet or more above the ground level on which the same is located shall be grown on said property unless the growing thereof shall have been approved in writing by the Committee. No tree or other landscaping shall be grown on said property to any height (whether more or less than six feet) or at any location which in the written opinion of the Committee would unreasonably obstruct the view from any parcel in said property.

Section 15. Drying and Rubbish Enclosures

All laundry, clothing and household furnishings drying or airing and all garbage and rubbish upon said property shall be contained in a service area or building enclosed or fenced in such a manner that the contents thereof shall not be visible from any adjacent street, road or parcel except to the extent otherwise approved in writing by the Committee.

ARTICLE II

PARCELS, FLOOR AREAS AND ROOF AREAS

Section 1. Parcels

(a) Each parcel set forth upon the Record of Survey Map called San Luis Rey Downs Ranchos recorded as Record of Survey Map No. 7051, dated

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January 30, 1969 in the office of the San Diego County Recorder shall be a parcel as the term is used in this Declaration. No such parcel shall be used for more than one single family dwelling and accessory building. No dwelling or other structure shall be constructed or maintained upon any portion of said property which is not a parcel as defined herein. Parcels may be changed as to boundary lines and size by written agreement between Declarant and the then owner of record of the parcel to be changed, duly recorded in the office of the County Recorder of San Diego County; provided that no such change shall create any parcel of less than 2-1/2 acres in area exclusive of roads or street.

Section 2. Floor Areas

No main dwelling shall be erected upon said property which has a ground floor area exclusive of any porch, patio, covered but not enclosed area, garage or other accessory building (whether or not attached to such residence) of less than (i) 1,700 square feet in the case of a one-story structure with not over two bedrooms or (ii) 1,800 square feet in the case of a one-story structure with over two bedrooms or (iii) 2,000 square feet in the case of a two-story or split-level structure of which at least 1,200 square feet shall be on the floor containing the main living area.

Section 3. Roof Areas

No dwelling or other building shall be erected on said property unless at least 75 percent of its roof shall be of the hipped or gable type except as to the extent otherwise approved in writing by the Committee. No roof of any dwelling or other building erected on said property shall be white in color or of any other color not approved by the Committee. Nothing in this Section shall be construed to prevent the installation of rock or ceramic type roof with tar base which is not white provided that the color selected has been approved by the Committee.

ARTICLE III

SETBACKS

Section 1. Prohibition of Structures in Setback Areas

No building, swimming pool, patio, fence, wall or other structure,

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except (i) a fence or wall not more than 42" in height and (ii) driveways and walks shall be placed in whole or in part upon or over any portion of said property which is designated as a setback area in Section 2 of this Article III.

Section 2. Setback Area

A front setback area shall be that portion of such parcel which lies within 30 feet of the common boundary of such parcel and any road or street.

The side and rear setback areas shall be those portions of each parcel not included in its front setback area which lie within 25 feet from any boundary line of such parcel which is not a common boundary line of such parcel and any road or street.

Section 3. Roof Overhangs

The roof of any building may overhang a front, side or rear setback area in such a manner and to such extent as are approved in writing by the Committee.

Section 4. Variations and Adjustments of Setback Areas

(a) If a parcel shall be changed pursuant to Section 1 of Article II above, Committee in its discretion may establish new front, side and rear setback areas for any such changed parcel by written certificate recorded in the office of the County Recorder of San Diego County.

(b) Upon request by the owner of record of a parcel within said property any such setback area may be reduced at the discretion of said Committee by its certificate recorded in the office of said County Recorder.

Section 5. Horse Areas

No boundary line of any stable, corral or other enclosure for horses shall be closer than 35 feet to any boundary of any dwelling.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Control

No dwelling, fence or other structure of any type shall be maintained upon said property until the plans and specifications therefor, the appearance and color plan thereof, the height thereof, the plot plan showing

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except (i) a fence or wall not more than 42" in height and (ii) driveways and walks shall be placed in whole or in part upon or over any portion of said property which is designated as a setback area in Section 2 of this Article III.

Section 2. Setback Area

A front setback area shall be that portion of such parcel which lies within 30 feet of the common boundary of such parcel and any road or street.

The side and rear setback areas shall be those portions of each parcel not included in its front setback area which lie within 20 feet from any boundary line of such parcel which is not a common boundary line of such parcel and any road or street.

Section 3. Roof Overhangs

The roof of any building may overhang a front, side or rear setback area in such a manner and to such extent as are approved in writing by the Committee.

Section 4. Variations and Adjustments of Setback Areas

(a) If a parcel shall be changed pursuant to Section 1 of Article II above, Committee in its discretion may establish new front, side and rear setback areas for any such changed parcel by written certificate recorded in the office of the County Recorder of San Diego County.

(b) Upon request by the owner of record of a parcel within said property any such setback area may be reduced at the discretion of said Committee by its certificate recorded in the office of said County Recorder.

Section 5. Horse Areas

No boundary line of any stable, corral or other enclosure for horses shall be closer than 35 feet to any boundary of any dwelling.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Control

No dwelling, fence or other structure of any type shall be maintained upon said property until the plans and specifications therefor, the appearance and color plan thereof, the height thereof, the plot plan showing

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the location thereof and the grading plans and--if requested--a soils report for the parcel upon which the structure is to be or is located shall have been approved by the Architectural Committee created in Section 2 of this Article IV; and no change in the exterior appearance, type, color, grade, height or location of any such structure shall be made without the written approval by said Committee of the plans and specifications, detail and appearance thereof. Said Committee shall function as follows:

(a) All plans and specifications for a residence or other building shall have been prepared by an architect, licensed as such under the laws of the State of California, unless the Committee shall otherwise consent in writing.

(b) All materials for said Committee pursuant to this Declaration shall be submitted in duplicate and delivered, with the address of the submitting party, to the Committee at the address specified in subsection (g) of this Section 1.

(c) Any approval, disapproval or other action by the Committee pursuant to this Declaration shall be by certificate stating the Committee's action as having been joined in by at least two of its members and shall be signed by such joining members (with signatures acknowledged for recording). The action so certified shall constitute the action of the Committee, and the Certificate shall promptly be mailed, postage prepaid, to the address specified by the submitting party.

(d) One set of the duplicate sets of material submitted to the Committee may be retained by it and the other set shall have the action of the Committee endorsed thereon and shall promptly be mailed, postage prepaid, to the address specified by the submitting party unless such party shall elect to accept delivery thereof in person or by agent.

(e) If the Committee fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after submission and to give notice of its action as above required, it shall be conclusively presumed that the Committee has approved such material as submitted.

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(f) As a condition precedent to its consideration of or action upon any material or matter submitted to it hereunder, the Committee shall be entitled to receive a sum fixed by it which shall not exceed \$50.00 for each set of plans, specifications, drawings or other material so submitted; and until the requisite sum shall have been paid to it as provided herein any material delivered to the Committee shall not be considered to have been submitted to it for the purposes of this Declaration. Swimming pool designs delivered to the Committee shall--as a condition of the Committee's duty to consider them--be accompanied by the written approvals of a qualified engineering geologist and a qualified soils engineer.

(g) The address of the Committee is Suite 910, U. S. National Bank Building, San Diego, California 92101, or such other place as may from time to time be designated by the Committee by a written instrument recorded in the office of the County Recorder of San Diego County; and the last instrument so recorded shall be deemed the Committee's proper address.

Section 2. Architectural Committee

(a) Members

(i) The Architectural Committee shall consist of five members appointed by Declarant, and Declarant hereby appoints C. Anholt Smith, John S. Alessio, James W. Bird, Dale Robertson, Stephen J. Farrell as the first members of the Committee.

(ii) Prior to sale of 90% of the parcels of which said property is comprised, Declarant shall have the power from time to time to replace any members of the Committee or to fill any vacancy in its membership by recording a written notice of such replacement or appointment in the office of the County Recorder of San Diego County. After sale of 90% of such parcels, the owners of a majority in number of parcels in said property shall have the right by written document, to appoint the members of the Architectural Committee, to remove any member of the Architectural Committee at any time and from time to time and to fill any vacancies therein.

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(iii) All parties, including any title insurance company, are entitled to rely conclusively upon the membership of the Committee as herein specified and as charged by any such recorded notice.

Section 3. Discretion of Committee and Declarant

(a) All action by the Committee authorized in this Declaration shall be within its sole discretion. All action by Declarant authorized in this Declaration shall be within the sole discretion of Declarant.

(b) The Committee as a part of its general authority under this Declaration shall have power to disapprove or refuse consent to (i) any plans, specifications, drawings, plot plans, grading plans, heights or other matter in connection with any dwelling or other structure and (ii) any matter in reference to any tree or other landscaping solely on the grounds that in the opinion of the Committee such structure or landscaping may unreasonably interfere with the view from another parcel. As a part of such general authority the Committee shall also have the right in its sole discretion to refuse to approve any plans, specifications or other matter for any dwelling or other structure which was not originally constructed upon some portion of said property.

Section 4. Access to Premises

Each member of the Committee, Declarant and any agent or employee of the Committee or Declarant shall at all reasonable hours have access to any parcels and structures building or completed thereon for the purpose of inspection relative to compliance with this Declaration.

Section 5. Non-Waiver by Committee

The approval or disapproval by the Committee of any plans, specifications, drawings, plot plans, grading plans, heights or any other matters submitted for approval or consent shall not be deemed to be a waiver by the Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in any other plans, specifications, drawings, plot plans, grading plans, heights or other matters submitted to such Committee.

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Section 6. Committee's Certificate

Any approval of any plans, specifications, plot plans, grading plans, drawings, locations or heights by said Committee pursuant to this Declaration which is evidenced by a certificate executed pursuant to Section 1 of this Article IV shall be irrevocable and may be conclusively relied upon as the action of the Committee by all parties, including but not limited to any owner or purchaser of any portion of said property, any lender taking as security any portion of said property covered hereby and any title insurance company. Any such certificates may be recorded in the office of the County Recorder of San Diego County.

ARTICLE V

ADDITIONAL RESTRICTIONS

Section 1. Utility Lines and Roads

Nothing contained in this Declaration shall prohibit the use of said property for public utility lines, roads, sewer lines or drainage facilities, subject to Section 2 of this Article.

Section 2. Underground Utilities

All public utility lines and facilities--including but not limited to all lines and facilities for electricity, telephone, gas, sewer and water--installed upon said property after the date of recordation of this Declaration, shall be buried beneath the surface of the ground in customary manner. The foregoing provisions of this Section 2 shall not apply to manholes, vents, vaults, access structures or any sewer pumping plant or any facility or line which must of necessity be installed above ground as a matter of sound engineering practices.

Application of the restrictions contained in this Section 2 may be waived by the Committee when in the Committee's opinion it is determined that to bury all public utility lines and facilities is not feasible from either an engineering or economic position.

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ARTICLE VI

DURATION, ENFORCEMENT AND AMENDMENTSection 1. Duration

All of the covenants, restrictions and conditions set forth in this Declaration--as they may from time to time be amended pursuant to Section 2 of this Article VI--shall continue in full force and effect at all times against said property and the owners thereof until January 1, 1990, and on that date shall terminate.

Section 2. Modification or Termination

Modification or termination of all or any of the covenants, conditions or restrictions herein may be effected from time to time as to said property or any portion thereof by written instrument duly executed by owners of record title to not less than 75% of the parcels then covered by this Declaration (as ascertained from the records of the County Recorder of San Diego County) and placed of record in the office of said County Recorder except that (i) parcels may be altered in the manner and upon the conditions specified in Section 1 of Article II above and (ii) no modification or termination which does not apply to all of the property then covered by this Declaration shall be effected as to any portion of said property without the written consent of the record owners of such portion.

"Owners of record title" and "recorded owners", as the terms are used in this Section 2, shall not include mortgagees or trustees or beneficiaries under deeds of trust.

Section 3. Nuisances and Enforcement of Restrictions

(a) Nothing in this Declaration or in any deed which Declarant may use in disposing of said property shall be deemed to reserve in Declarant any right of reversion for breach of any provision hereof, and any such reversionary right is expressly waived.

(b) Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant or

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by the then owner of any parcel within said property. Remedies specified in this Declaration shall be deemed cumulative and in addition to any others now or hereafter existing as a matter of law.

(c) No breach or violation of the covenants, conditions or restrictions herein contained shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale or otherwise.

ARTICLE VII MISCELLANEOUS

Section 1. Acceptance of Provisions

Each grantee, owner, lessee, sale contract holder and occupant of any parcel within said property accepts such parcel subject to all of the restrictions, covenants and conditions in this Declaration. Each of the restrictions, covenants and conditions herein is for the benefit of--among others--each owner of said property or any portion thereof, and shall inure to and pass with each parcel of said property and shall apply to and bind the respective owners of said property and their successors in interest.

Section 2. Construction and Validity

All of the covenants, restrictions and conditions contained herein shall be construed together; but if any one or more of any portion thereof shall be held invalid or for any reason become unenforceable, no other covenant, restriction or condition shall be thereby affected or impaired.

Section 3. Waiver Clause

The failure of Declarant or any owner of any parcel covered hereby or any other person or entity to enforce any of the covenants, restrictions or conditions to which said property or any part thereof is subject shall not be deemed a waiver of the right to enforce thereafter the same or

any other restriction, covenant or condition herein.

Section 4. Successors and Assigns of Declarant

The rights and powers of Declarant under this Declaration shall run in favor of the successors and assigns of Declarant; and said rights and powers hereunder, or any of them, may be transferred in whole or in part by Declarant by written instrument recorded in the office of the County Recorder of San Diego County.

IN WITNESS WHEREOF, Declarant has affixed its signature the day and year first above set forth.

WESTGATE-CALIFORNIA REALTY CO.

By *Robt. A. Glick*

By *Harold G. Johnson*

WESTGATE-CALIFORNIA PRODUCTS, INC.

By *William H. Pies*

By *Harold G. Johnson*

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TO 449 C
(Corporation)

STATE OF CALIFORNIA

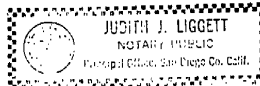
COUNTY OF San Diego } ss.

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On February 5, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee A. Ruchman known to me to be the Vice President, and Harold L. Tenney known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Judith J. Liggett
JUDITH J. LIGGETT
Notary Public Expires March 21, 1971
Name (Typed or Printed)



(This area for official notarial seal)

TO 449 C
(Corporation)

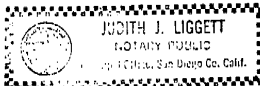
STATE OF CALIFORNIA

COUNTY OF San Diego } ss.

On February 5, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared R. C. Hoffmann known to me to be the Vice President, and Blanca M. Martinez known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Judith J. Liggett
JUDITH J. LIGGETT
Notary Public Expires March 21, 1971
Name (Typed or Printed)



(This area for official notarial seal)

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EXTERIOR BOUNDARY OF SAN LUIS REY DOWNS RANCHOS

Those portions of Sections 27, 28, 33 and 34, Township 10 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the official plat thereof, described as follows:

Beginning at the intersection of the westerly line of the East half of said Section 28 with the centerline of Moosa Canyon Road, as said centerline as shown on the Record of Survey Map filed as Record of Survey No. 6957, in the office of the County Recorder of said County, said westerly line having a bearing of South $0^{\circ}39'22''$ West, thence along said centerline South $77^{\circ}20'30''$ East 576.98 feet to an angle point therein; thence South $27^{\circ}30'00''$ East 529.45 feet to an angle point therein; thence continuing along said centerline and along the centerline of the traveled road North $87^{\circ}25'10''$ East 199.18 feet to the beginning of a tangent curve concave southerly, having a radius of 180.00 feet and a central angle of $55^{\circ}52'56''$ thence southeasterly along said curve 175.56 feet; thence tangent to said curve South $36^{\circ}41'54''$ East 68.44 feet to the beginning of a tangent curve concave northeasterly, having a radius of 300.00 feet; thence southeasterly along said curve through a central angle of $24^{\circ}14'07''$, an arc length of 126.89 feet to a point, a radial line to said point bears South $29^{\circ}03'59''$ West; thence along the southwesterly prolongation of said radial line South $29^{\circ}03'59''$ West 30.00 feet; thence South $0^{\circ}41'24''$ West 739.24 feet to the TRUE POINT OF BEGINNING; thence South $0^{\circ}41'24''$ West 563.30 feet; thence South $50^{\circ}08'20''$ East 54.72 feet; thence South $21^{\circ}01'50''$ West 1326.80 feet; thence North $89^{\circ}20'38''$ West 1148.34 feet to said westerly line of the East half of Section 28; thence along said Westerly line South $0^{\circ}39'22''$ West 1023.09 feet to the beginning of a tangent curve concave easterly, having a radius of 200.00 feet and a central angle of $45^{\circ}39'22''$; thence southeasterly along said curve 159.37 feet; thence tangent to said curve South $45^{\circ}00'00''$ East 146.99 feet to the beginning of a tangent curve concave northeasterly, having a radius of 200.00 feet and a central angle of $43^{\circ}49'40''$, thence southeasterly along said curve 152.99 to a point of tangency with the South line of said southeast quarter of Section 28; thence along said South line South $88^{\circ}49'40''$ East 696.67 feet; thence parallel with the west line of the northwest quarter of the northeast quarter of said Section 33, South $0^{\circ}28'50''$ West 1326.81 feet to the north line of the southwest quarter of the northeast quarter of Section 33; thence along said North line South $89^{\circ}13'22''$ East 196.80 feet to a point distant North $89^{\circ}13'22''$ West 120.00 feet from the northeast corner of said southwest quarter of the northeast quarter; thence South $30^{\circ}25'40''$ East 233.83 feet to a point in the east line of said southwest quarter of the northeast quarter, distant South $0^{\circ}26'54''$ West 200.00 feet from the northeast corner thereof; thence South $0^{\circ}26'54''$ West 1125.54 feet to the Southwest corner of the east half of the northeast quarter of said Section 33; thence South $89^{\circ}39'25''$ East 1316.34 feet to the southeast corner of said northeast quarter of Section 33; thence North $88^{\circ}56'54''$ East 1317.18 feet to the southeast corner of the southwest quarter of the northwest quarter of Section 34; thence North $0^{\circ}26'33''$ East 1309.99 feet to the southwest corner of the northeast quarter of the northwest quarter of Section 34, thence North $89^{\circ}11'30''$ East 1317.09 feet to the southeast corner of said northeast quarter of the northwest quarter of Section 34; thence North $89^{\circ}11'30''$ East 655.91 feet to the northwest corner of the east half of the southwest quarter of the northeast quarter of Section 34; thence South $0^{\circ}33'42''$ West 1301.70 feet to the southwest corner of said east half; thence North $88^{\circ}56'54''$ East 653.31 feet to the southeast corner of said east half; thence North $0^{\circ}40'47''$ East 1298.98 feet to the northeast corner of said east half; thence North $89^{\circ}11'30''$ East 1311.82 feet to the southeast corner of the northeast quarter of the northeast quarter of Section 34; thence North $0^{\circ}54'59''$ East 1293.59 feet to the northeast corner of Section 34; thence North $0^{\circ}42'33''$ East 19.22 feet along the east line of Section 27 to a point in the southerly line of Moosa Canyon Road 60.00 feet wide, said southerly line being a curve concave North-easterly, having a radius of 330.00 feet, as shown on Road Survey No. 764, on file in the office of the County Engineer of said County, a radial line to said point bears

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South $39^{\circ} 39' 17''$ West; thence northwesterly along said curve through a central angle of $6^{\circ} 23' 32''$, an arc length of 36.82 feet to the end of said curve; thence tangent to said curve North $43^{\circ} 57' 11''$ West 211.97 feet to the beginning of a tangent curve concave southwesterly, having a radius of 270.00 feet and a central angle of $35^{\circ} 32' 30''$; thence northwesterly along said curve 167.49 feet; thence tangent to said curve North $79^{\circ} 29' 40''$ West 111.63 feet to the beginning of a tangent curve concave southerly, having a radius of 2470.00 feet and a central angle of $7^{\circ} 00' 00''$; thence westerly along said curve 301.77 feet; thence tangent to said curve North $86^{\circ} 29' 41''$ West 5.71 feet to the beginning of a tangent curve concave northerly having a radius of 830.00 feet and a central angle of $13^{\circ} 31' 00''$; thence westerly along said curve 195.81 feet; thence tangent to said curve North $72^{\circ} 58' 41''$ West 164.06 feet to the beginning of a tangent curve concave southerly having a radius of 1970.00 feet and a central angle of $7^{\circ} 14' 00''$; thence westerly along said curve 248.70 feet; thence tangent to said curve North $80^{\circ} 12' 41''$ West 159.55 feet to the beginning of a tangent curve concave northerly, having a radius of 1430.00 feet and a central angle of $9^{\circ} 04' 00''$; thence westerly along said curve 226.29 feet; thence tangent to said curve North $71^{\circ} 07' 41''$ West 1.62 feet to the beginning of a tangent curve concave southerly, having a radius of 470.00 feet; thence westerly along said curve through a central angle of $3^{\circ} 13' 17''$, an arc length of 26.43 feet to a point, a radial line to said point bears North $15^{\circ} 39' 02''$ East; thence leaving said southerly line of Moosa Canyon Road, South $0^{\circ} 00' 01''$ West 739.92 feet; thence North $69^{\circ} 22' 57''$ West 1223.76 feet; thence North $35^{\circ} 23' 35''$ East 106.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 500.00 feet and a central angle of $52^{\circ} 42' 49''$; thence northerly along said curve 460.01 feet; thence tangent to said curve North $17^{\circ} 19' 14''$ West 125.33 feet to the beginning of a tangent curve concave easterly, having a radius of 90.00 feet and a central angle of $51^{\circ} 49' 33''$; thence northerly along said curve 81.41 feet; thence tangent to said curve North $34^{\circ} 30' 19''$ East 6.27 feet to said southerly line of Moosa Canyon Road; thence along said southerly line North $55^{\circ} 29' 41''$ West 190.00 feet to the beginning of a tangent curve concave northeasterly, having a radius of 530.00 feet and a central angle of $30^{\circ} 00' 00''$; thence northwesterly along said curve 277.51 feet; thence tangent to said curve North $25^{\circ} 29' 41''$ West 60.81 feet to the beginning of a tangent curve concave southwesterly, having a radius of 770.00 feet and a central angle of $19^{\circ} 21' 00''$; thence northwesterly along said curve 260.05 feet; thence tangent to said curve North $44^{\circ} 50' 41''$ West 232.00 feet to the beginning of a tangent curve concave southwesterly, having a radius of 770.00 feet and a central angle of $15^{\circ} 31' 00''$; thence northwesterly along said curve 208.53 feet; thence tangent to said curve North $60^{\circ} 21' 41''$ West 276.32 feet to the beginning of a tangent curve concave northeasterly, having a radius of 130.00 feet; thence northwesterly along said curve through a central angle of $44^{\circ} 11' 36''$, an arc length of 100.27 feet to a point, a radial line to said point bears South $73^{\circ} 49' 55''$ West; thence leaving said southerly line of Moosa Canyon Road, South $73^{\circ} 56' 13''$ West 130.98 feet to the beginning of a tangent curve concave northerly, having a radius of 250.00 feet and a central angle of $16^{\circ} 03' 47''$; thence westerly along said curve 70.09 feet; thence tangent to said curve West 157.83 feet to the beginning of a tangent curve concave southerly, having a radius of 250.00 feet and a central angle of $19^{\circ} 01' 32''$; thence westerly along said curve 83.02 feet; thence tangent to said curve South $70^{\circ} 58' 28''$ West 79.81 feet to the beginning of a tangent curve concave northerly, having a radius of 250.00 feet and a central angle of $52^{\circ} 39' 18''$; thence westerly along said curve 229.75 feet; thence tangent to said curve North $56^{\circ} 22' 14''$ West 83.65 feet to the beginning of a tangent curve concave southwesterly, having a radius of 250.00 feet and a central angle of $24^{\circ} 34' 50''$; thence northwesterly along said curve 107.25 feet; thence tangent to said curve North $80^{\circ} 57' 04''$ West 153.21 feet to the beginning of a tangent curve concave southerly, having a radius of 1000.00 feet and a central angle of $7^{\circ} 31' 14''$; thence westerly along said curve 131.26 feet; thence tangent to said curve North $88^{\circ} 28' 18''$ West 16.64 feet; thence North $1^{\circ} 35' 09''$ East 799.10 feet thence North $89^{\circ} 18' 36''$ West 850.00 feet; thence North $60^{\circ} 51' 17''$ West 420.51 feet to the TRUE POINT OF BEGINNING.

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