CALIFORNIA ASSOCIATION OF REALTORS®

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 La Mesa, **COUNTY OF** San Diego, **STATE OF CALIFORNIA, DESCRIBED AS** 3625 Avocado Village Ct, La Mesa, CA, 91941 **.**

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 08/13/2026**. 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
☒ 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 ____

☐ Sauna
☐ Hot Tub/Spa:
- ☐ Locking Safety Cover

☐ Pool:
- ☐ Child Resistant Barrier

☐ Pool/Spa Heater:
- ☐ Gas ☐ Solar ☐ Electric

☒ Water Heater:
- ☒ Gas ☐ Solar ☐ Electric

☒ Water Supply:
- ☒ City ☐ Well
- ☐ Private Utility or Other Helix Water District

☒ Gas Supply:
- ☒ Utility ☐ Bottled (Tank)

☐ Window Screens
☐ Window Security Bars
- ☐ Quick Release Mechanism on Bedroom Windows

☐ Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in Unknown 220 Volt Wiring in ____ Fireplace(s) in living room

☐ Gas Starter ____ ☒ Roof(s): Type: Asphalt Shingles Age: ____ (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)

 Seller's Initials BB / ____ Buyer's Initials ____ / ____

Property Address: 3625 Avocado Village Ct, La Mesa, CA, 91941 Date: 08/13/2026

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

(**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.):
12. HOA Name: Avocado Village Homeowners Association, Phone Number: 714-544-7755, Main Fee: $393.66 paid monthly. HOA Demand and CC&Rs attached. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.
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 J LLC Date 08/13/2026

Seller ______________________ Date ________

Property Address: 3625 Avocado Village Ct, La Mesa, CA, 91941 Date: 08/13/2026

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:

- [X] 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 08/13/2026

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 08/13/2026 Buyer ______ Date ______
Authorized Signer on Behalf of Opendoor Property J LLC

Seller ______ Date ______ Buyer ______ Date ______

Agent (Broker Representing Seller) Opendoor Brokerage Inc. (Please Print) By Lisa Soltez (Associate Licensee or Broker Signature) Date 08/13/2026

Agent (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.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*

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 3625 Avocado Village Ct, La Mesa, CA, 91941, Assessor's Parcel No. 502-150-35-16, situated in La Mesa, 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

C. The release of an illegal controlled substance on or beneath the Property .... [ ] Yes [X] No

D. Whether the Property is located in, or adjacent to, an "industrial use" zone .... [ ] Yes [X] 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 [X] 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 [X] 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)............ [X] Yes [ ] No

H. Insurance claims affecting the Property within the past 5 years .... [X] Yes [ ] No

I. Matters affecting title of the Property .... [ ] Yes [X] No

J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ..... [ ] Yes [X] 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 [X] No
(See C.A.R. Form WBSA for more information)

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer .... [ ] Yes [X] No

If Yes to any, provide explanation:
G. Home belongs to HOA. H. Per prior ownership, insurance claim filed due to damage from water leak from upstairs neighbor. Date unknown. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted. Property is part of a mandatory homeowner's association.

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) .... [X] 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 [X] No

C. Ongoing or recurring maintenance on the Property
(for example, drain or sewer clean-out, tree or pest control service) .... [ ] Yes [X] No

D. Any part of the Property being painted within the past 12 months .... [X] Yes [ ] No

E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)............ [ ] Yes [X] 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 [X] No

(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule .... [ ] Yes [X] No

F. Whether you acquired the property within 18 months of accepting an offer to sell it............ [X] 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?............ [X] 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:
A/F: Per work orders, interior walls painted, front door painted, damaged baseboards replaced, damaged drywall repaired. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

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 [X] No

B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)............ [ ] Yes [X] No

C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q)............ [ ] Yes [X] No

D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system .... [ ] Yes [X] No

E. Whether any structure on the Property other than the main improvement is used as a dwelling .... [ ] Yes [X] No

(1) If Yes to E, whether there are separate utilities and meters for the dwelling............ [ ] Yes [X] No

(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) .... [ ] Yes [X] No

If Yes to any, provide explanation:

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 .... [X] Yes [ ] No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property .... [ ] Yes [X] 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: 3625 Avocado Village Ct, La Mesa, CA, 91941

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 [X] 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:
A) Per prior ownership, insurance claim filed due to water leak from neighbor upstairs. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

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 .... [X] Yes [ ] No

B. Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property.. [ ] Yes [X] No

C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood .... [ ] Yes [X] No

If Yes to any, provide explanation:
A) Per prior ownership, insurance claim filed due to water leak from neighbor upstairs. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

11. PETS, ANIMALS, AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Past or present pets on or in the Property .... [ ] Yes [X] No

B. Past or present problems with livestock, wildlife, insects, or pests on or in the Property .... [ ] Yes [X] No

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .... [ ] Yes [X] No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .... [ ] Yes [X] No
If so, when and by whom ________________

If Yes to any, provide explanation: ________________

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

A. Surveys, easements, encroachments or boundary disputes .... [ ] Yes [X] 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 [X] No

C. Use of any neighboring property by you .... [ ] Yes [X] No

If Yes to any, provide 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 [X] No

B. Operational sprinklers on the Property .... [ ] Yes [X] 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 [X] No

C. A pool heater on the Property .... [ ] Yes [X] No
If yes, is it operational? .... [ ] Yes [X] No

D. A spa heater on the Property .... [ ] Yes [X] No
If yes, is it operational? .... [ ] Yes [X] 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 [X] No

If Yes to any, provide explanation: ________________

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.......... [X] Yes [ ] No

B. Any Homeowners' Association (HOA) which has any authority over the subject property.......... [X] 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) .... [X] Yes [ ] No

D. CC&R's or other deed restrictions or obligations .... [X] 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 [X] No

F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property .... [X] Yes [ ] No

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 [X] No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee .... [ ] Yes [X] No

If Yes to any, provide explanation: A-D) Property is part of HOA; HOA is Avocado Village Homeowners Association, 26020 Acero #100, Mission Viejo, CA 92691, phone 714-544-7755. The monthly HOA fee is $393.66 F) Contact HOA for specific guidelines and requirements. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

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 [X] No

B. Leases, options, or claims affecting or relating to title or use of the Property .... [ ] Yes [X] 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 [X] No

D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property........ [ ] Yes [X] 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 [X] 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 [X] No

G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property .... [ ] Yes [X] 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 [X] No

If Yes to any, provide 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 [X] No

B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property .... [ ] Yes [X] No

If Yes to any, provide explanation: ______________________________

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

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property .... [ ] Yes [X] 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 [X] No

C. Existing or contemplated building or use moratoria that apply to or could affect the Property .... [ ] Yes [X] 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 [X] 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 [X] No

F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals .... [ ] Yes [X] 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 [X] No

H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property........ [ ] Yes [X] No

I. Whether the Property is historically designated or falls within an existing or proposed Historic District .... [ ] Yes [X] 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 [X] No

K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property .... [ ] Yes [X] No

If Yes to any, provide explanation: ______________________________

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

A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present .... [ ] Yes [X] 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 [X] 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 [X] No

D. Whether the Property was originally constructed as a Manufactured or Mobile home .... [ ] Yes [X] No

EQUAL HOUSING OPPORTUNITY

Property Address: 3625 Avocado Village Ct, La Mesa, CA, 91941

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 Opendoor Property J LLC Date 08/13/2026
Seller ______ Date ______

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

Buyer ______ Date ______
Buyer ______ Date ______

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*

Additional Property Information

PROPERTY ADDRESS

3625 Avocado Village Ct, La Mesa, CA, 91941

G 3 Equity — g3equity@gmail.com • (310) 867-1045

Aug 3–10, 2026

Punch-list repairs — prelim hardware/bulbs/batteries/filters, debris removal, partial interior paint (walls/baseboard/trim), interior door repair/install, trim install, drywall patch, flooring transitions, paneling demo, and front door repaint; approved, not yet closed.

Centralized Purchasing — No external vendor contact.

Aug 7, 2026

Ordered PPG paint materials for the job; approved, not yet closed.

Grit & Bristle — stephanie@gritandbristle.com • (760) 309-6900

Aug 8, 2026

Full interior/exterior move-out cleaning — windows, fixtures, appliances, cabinetry, and floors; approved, not yet closed.

VRX Media Group LLC — nate@vrxmediagroup.com • (262) 880-5727

Aug 13, 2026

Captured 3D home tour; completed.

x Brad Bonney

Authorized Signer on behalf of Opendoor Property J LLC

Date: 08/13/2026

The seller has made this page available in an effort to make the contents of this disclosure easier to read, as the current format of the seller disclosure itself does not leave adequate space to explain answers provided. The seller never occupied the property. The information being provided is context gleaned from previous seller inputs, visual assessment, work orders, and publicly available information. Some information from the sources noted could be conflicting and the seller encourages the buyer to obtain their own inspection to verify the details noted here.

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 12955subdivision (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.

Recording Requested By

When recorded mail document to

____

____

____

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) ____have an ownership interest of record in the property located at ____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s)______________ of the document recorded on _______________ (date) In book ____________ and page__________ , or Document No. __________________________ of the Official records of the County of____ , State of California.

The document referenced above was originally indexed in the following manner_________________________ _________________________ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated______________________

____

____

____

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF ____________________________}

On ________________________________ before me, ______________________________, a Notary Public, personally appeared ____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Signature*_______________________________________

143

83-396050
83-396050

RECORDED IN OFFICIAL RECORDS OF SAN DIEGO COUNTY, CA

1983 NOV -1 PM 2:28

VERA L. LYLE
COUNTY RECORDER

Recording Requested By
TICOR TITLE INSURANCE COMPANY
When Recorded Return To:

McDONALD, HECHT & SOLBERG
Mr. Alex C. McDonald
1100 Financial Square
600 "B" Street
San Diego, California 92101
1104205-11

RF 43
MG 2

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

AVOCADO VILLAGE CONDOMINIUMS

83-396050
38
8-119

TABLE OF CONTENTS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 27th day of October, 1983, by DOUGLAS ALLRED DEVELOPMENT COMPANY, a California corporation (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of San Diego, State of California, which is more particularly described as:

> Lots 1 through 5, inclusive, of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983.

B. Declarant has or will hereafter file a Condominium Plan with the Office of the County Recorder of San Diego County, California, covering that portion of the property described in Recital A above, more particularly described as:

> Lot 1 of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983.

C. Declarant has or intends to improve the property described in Recital B above by establishing thereon twenty-four (24) condominium units and intends to establish a condominium project under the provisions of the California Condominium Act providing for separate title to Living Areas (as hereinafter defined) appurtenant to which will be an undivided 1/24th fractional interest in the Common Area (as hereafter defined). The Living Area portion of the condominium project will consist of four (4) buildings of traditional California architectural style and will consist of five (5) floor plans of 665 square feet, 788 square feet, 986 square feet, 1056 square feet and 1056 square feet, respectively. The Common Area amenities will include landscaping, driveways and parking spaces. The project will be consistent with the submittal to the Veterans Administration.

D. The development of the property described in Recital B above is the first phase of a planned five (5) phase overall condominium project consisting of the property described in Recital A above. The second phase is planned to be constructed on Lot 2 of Map No. 10658 and to consist of 36 condominiums; the third phase is planned to be constructed on Lot 3 of Map No. 10658 and to consist of 54 condominiums; the fourth phase is planned to be constructed on Lot 4 of Map No. 10658 and to consist of 48 condominiums; the fifth phase is planned to be constructed on Lot 5 of Map No. 10658 and to consist of 42 condominiums. The owners of condominiums in the second phase will receive title to a Living Area plus an undivided 1/36th fractional interest in the Common Area in Lot 2; the owners of condominiums in the third phase will receive title to a Living Area plus an undivided 1/54th fractional interest in the Common Area in Lot 3; the owners of condominiums in the fourth phase will receive title to a Living Area plus an undivided 1/48th fractional interest in the Common Area in Lot 4; the owners of condominiums in the fifth phase will receive title to a Living Area plus an undivided 1/42nd fractional interest in the Common Area in Lot 5. The Common Area in phases 2 through 5 will be improved with landscaping, driveways and parking. In addition, the Common Area in phase 3 will be improved with a swimming pool, restrooms and a barbeque. Each condominium in the overall project will have appurtenant to it a Class A membership in AVOCADO VILLAGE CONDOMINIUM ASSOCIATION, a California nonprofit mutual benefit corporation, which will be the management body for the overall condominium project. There is no guarantee that all phases will be completed or annexed in the sequence set forth above.

E. Before selling or conveying any interests in the property described in Recital B above, Declarant desires to subject said property in accordance with a common plan to certain covenants, conditions and restrictions for the benefit of Declarant and any and all present and future owners of the property described in Recital A above.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Recital B above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property described in Recital A above and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

Section 1.2. "Association" shall mean and refer to AVOCADO VILLAGE CONDOMINIUM ASSOCIATION, a California Nonprofit Mutual Benefit Corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

Section 1.4. "Boundaries" shall mean that in interpreting deeds and plans, the then existing physical boundaries of a Living Area, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed and those of the building.

Section 1.5. "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

Section 1.6. "Common Area" shall mean and refer to all portions of the Project not located within a Living Area.

Section 1.7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Condominium Property and any reasonable reserve for such purposes.

Section 1.8. "Condominium" shall mean and refer to a fee simple estate in the Condominium Property as defined in Section 783 of the California Civil Code and shall consist of a separate interest in a Living Area, the exclusive right to use any appurtenant Exclusive Use Area and an undivided fractional interest as tenant in common in the Common Area.

Section 1.9. "Condominium Building" shall mean a residential structure containing condominium Living Areas.

Section 1.10. "Condominium Plan" shall mean and refer to the Condominium Plan or Plans recorded pursuant to California Civil Code Section 1351 covering any portion of the Condominium Property, including such amendments thereto as may from time to time be recorded.

Section 1.11. "Condominium Property" shall mean and refer to that certain real property located in the County of San Diego, State of California, more particularly described as:

> Lot 1 of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983,

and such additions thereto as are annexed pursuant to this Declaration.

Section 1.12. "Declarant" shall mean and refer to DOUGLAS ALLRED DEVELOPMENT COMPANY, a California corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot in the Condominium Property or property which may be annexed to the Condominium Property without the consent of Members as provided in this Declaration from Declarant for purposes of development.

Section 1.13. "Declaration" shall mean and refer to this enabling Declaration of Covenants, Conditions and Restrictions.

Section 1.14. "Eligible Insurer or Guarantor" shall mean and refer to an insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice of by reason of this Declaration or the Bylaws of the Association.

Section 1.15. "Eligible Mortgage Holder" shall mean and refer to a holder of a first Mortgage on a Condominium who has requested notice from the Association of those matters which such holder is entitled to notice of by reason of this Declaration or the Bylaws of the Association.

Section 1.16. "Exclusive Use Area" and "Restricted Common Area" shall mean and refer to those portions of the Common Area to which an exclusive right to use is granted to an Owner as shown and described on the Condominium Plan and shall consist of Decks, Patios, Parking Spaces and Garages.

Section 1.17. "FHA" shall mean and refer to the Federal Housing Administration.

Section 1.18. "Living Area" shall mean and refer to those portions of the Condominium Property shown and described as such on the Condominium Plan; provided, however, that the following are not part of any Living Area: Bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration and central air conditioning equipment, reservoir tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located in the Living Area.

Section 1.19. "Member of Association" shall mean and refer to an Owner as defined in Section 1.22, Article I herein.

Section 1.20. "Mortgage" shall mean and refer to a deed of trust as well as a mortgage.

Section 1.21. "Mortgagee" shall mean and refer to a beneficiary under or holder of a deed of trust as well as a mortgagee.

Section 1.22. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Condominium which is part of the Condominium Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.23. "Project" shall mean and refer to the entire real property above described, including all structures and improvements erected or to be erected thereon, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 1.24. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 2.1. Membership. Every Owner of a Condominium shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium. Each Owner is obligated to comply with the Declaration, Articles, Bylaws and rules and regulations adopted by the Board. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Condominium to which it is appurtenant, and then only to the purchaser of such Condominium. Any attempt to make a prohibited transfer is void. In the event the Owner of any Condominium should fail or refuse to transfer the membership registered in his name to the purchaser of his Condominium, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 2.2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Condominium owned. When more than one person holds an interest in any Condominium, all such persons shall be Members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium.

Class B. Class B Member(s) shall be Declarant and shall be entitled to three (3) votes for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Two (2) years following the date of original issuance by the California Department of Real Estate of its most recently issued Final Subdivision Public Report for a phase of development of the overall Project described in Recital A to this Declaration; or

(c) Four (4) years following the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report for the first phase of development of the overall Project described in Recital A to this Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

Section 3.1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Condominium owned within the Project, hereby covenants, and each Owner of any Condominium 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: (i) annual assessments, which shall include an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area, and (ii) special assessments for capital improvements, 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 Condominium and shall be a continuing lien upon the Condominium 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 attorney's fees, shall also be the personal obligation of the person who was the Owner of such Condominium at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, however, the assessment shall remain a lien on the Condominium for the period set forth in Section 3.8 below.

Section 3.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project, and for the improvement and maintenance of the Common Area for the common good of the Project.

Section 3.3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment shall be for each category of Condominium set forth in Section 3.6 below, as follows:

Category	Minimum Annual Assessment Per Condominium
1	$1,250.00
2	$1,290.00
3	$1,310.00
4	$1,345.00

(a) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment may be increased each year without the vote of the membership by not more than ten percent (10%) above the maximum assessment for the previous year.

(b) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment may be increased greater than ten percent (10%) by the vote or written assent of fifty-one percent (51%) of each class of Members; provided, however, that following the conversion of the Class B membership to Class A membership, the maximum annual assessment may be increased more than ten percent (10%) above the maximum annual assessment for the previous year by the vote or written assent of (i) a majority of the voting power of Members of the Association, and (ii) at least a majority of the voting power of Members of the Association other than Declarant.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3.4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of Members; provided, however, that following the conversion of the Class B membership to Class A membership, any such assessment shall have the vote or written assent of (i) a majority of the voting power of Members of the Association, and (ii) at least a majority of the voting power of Members of the Association other than Declarant. The Association may also impose a non-lien special assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Condominium into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the Bylaws and the Association rules and regulations, which assessment may be imposed upon the vote of the Board after notice and an opportunity for a hearing which satisfy the requirements of Section 7341 of the California Corporations Code, as set forth in the Bylaws.

Section 3.5. Notice and Quorum for Any Action Authorized Under Section 3.3 or 3.4. Any action authorized under Section 3.3 or 3.4 above requiring the vote of Members, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than ninety (90) days in advance of the meeting. A quorum for such meeting shall be fifty-one percent (51%) of each class of Members entitled to vote on such action. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum for the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting but such vote is less than the requisite fifty-one percent (51%) of each class of Members, Members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officer of the Association not later than thirty (30) days from the date of such meeting.

Section 3.6. Rate of Assessment. Both annual and special assessments (other than (i) special assessments imposed by reason of noncompliance with the Condominium documents, (ii) special assessments to raise funds for the rebuilding or major repair of a portion of the structural Common Area, and (iii) annual or special assessments to pay the cost of insurance and reserves for painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs) shall be levied upon each Condominium at a uniform rate and may be collected on a monthly basis or otherwise as determined by the Board. Annual and special assessments to pay the cost of insurance and reserves for painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs, shall be levied proportionately upon each Condominium as hereinafter provided and may be collected on a monthly basis or as otherwise determined by the Board. Each Living Area portion of a Condominium is designated on the Condominium Plan by a floor plan designation of either "A", "A1", "B", "C" or "D". All Condominiums are separated into four (4) categories as follows:

Category	Floor Plan of Living Area Portion of Condominium as Shown on Condominium Plan
1	"A"
2	"A1"
3	"B" and "C"
4	"D"

The annual and special assessments for each Condominium in Phase 1 of the Project to pay the cost of insurance and reserves of painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs, shall be equal for each Condominium in each category and as to each category shall in the aggregate be in the following proportions:

Category	Percentage of Aggregate Annual and Special Assessments
1 (5 Condominiums - equal for each)	15%
2 (3 Condominiums - equal for each)	11%
3 (12 Condominiums - equal for each)	53%
4 (4 Condominiums - equal for each)	21%

Commencing on the first day of the month following the conveyance of record by Declarant of the first Condominium in Phase 2 of the Project, the annual and special assessments for each Condominium in Phases 1 and 2 of the Project to pay the cost of insurance and reserves for painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs, shall be equal for each Condominium in each category and as to each category shall in the aggregate be in the following proportions:

Category	Percentage of Aggregate Annual and Special Assessments
1 (12 Condominiums - equal for each)	14%
2 (8 Condominiums - equal for each)	12%
3 (30 Condominiums - equal for each)	53%
4 (10 Condominiums - equal for each)	21%

Commencing on the first day of the month following the conveyance of record by Declarant of the first Condominium in Phase 3 and on the first day of the month following the conveyance of record by Declarant of the first Condominium in each subsequent phase of the Project, the annual and special assessments for each Condominium in Phases 1 through 3 and, thereafter, Phases 1 through each subsequent phase, to pay the cost of insurance and reserves for painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs, shall be equal for each Condominium in each category and as to each category shall in the aggregate be in the proportions set forth in the Declaration of Annexation annexing Phase 3 and, thereafter, each subsequent phase, to the Condominium Property.

A special assessment against Members to raise funds for the rebuilding or major repair of a portion of the structural Common Area shall be levied upon the basis of the ratio of the square footage of the floor area of the Living Area of the Condominium to the total square footage of the aggregate floor area of the Living Areas in all Condominiums to be assessed. A special assessment against a Member to reimburse the Association for costs incurred in bringing the Member and his Condominium into compliance with the provisions of the Condominium documents shall be assessed only against that Member and his Condominium. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest at ten percent (10%) per annum from the due date until paid.

<u>Section 3.7</u>. <u>Date of Commencement of Annual Assessments; Due Dates</u>. The annual assessments provided for herein shall commence as to all Condominiums in each phase of the overall Project on the first day of the month following the conveyance of the first Condominium to an Owner in that phase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Condominium at least sixty (60) days in advance of each annual assessment period. Written

notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

Section 3.8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment made in accordance with this Declaration shall be a debt of the Owner of a Condominium from the time the assessment is due. At any time after any assessments levied by the Association affecting any Condominium have become delinquent, the Board may file for recording in the Office of the San Diego County Recorder a notice of delinquency as to such Condominium, which notice shall state all amounts which have become delinquent with respect to such Condominium and the costs (including attorney's fees), interest and late charges which have accrued thereon, the amount of any assessments relating to such Condominium which is due and payable although not delinquent, a description of the Condominium with respect to which the delinquent assessments are owed, and the name of the record or reputed record Owner of such Condominium. Such notice shall be signed by the President or Vice President and Secretary or Assistant Secretary of the Association.

Immediately upon recording of any notice of delinquency pursuant to the foregoing provisions of this Section, the amounts delinquent, as set forth in such notice, together with the costs (including attorney's fees), late charges and interest accruing thereon, shall be and become a lien upon the Condominium described therein, which lien shall also secure all other payments and/or assessments which shall become due and payable with respect to said Condominium following such recording, and all costs (including attorney's fees), late charges and interest accruing thereon. Said lien shall continue for a period of one year unless extended for a period of an additional year by the recording of a written extension by the Association. When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective Condominium prior and superior to all other liens, except (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (ii) the lien or charge of any first Mortgage of record.

In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Condominium, together with all costs (including attorney's fees), late charges and interest which have accrued on such amounts, are fully paid or otherwise satisfied prior to the completion of any sale held to foreclose the lien provided for in this Article, the Board shall record a further notice, similarly signed, stating the satisfaction and releasing of such lien.

Each assessment lien may be foreclosed in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of California, or may be enforced by sale pursuant to Sections 2924, 2924(b), 2924(c) and 1356 of the California Civil Code, and to that end a power of sale is hereby conferred upon the Association. The Association, acting on behalf of the Condominium Owners, shall have the power to bid for the Condominium at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 3.9. Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage upon any Condominium. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Condominium obtains title to the same as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Condominiums, including such acquirer, his successors and assigns.

Section 3.10. Estoppel Certificate. The Association shall furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Condominium have been paid. A properly executed certificate of the Association as to the status of assessments on a Condominium is binding upon the Association as of the date of its issuance.

Section 3.11. Personal Liability of Owner. No Owner may exempt himself from personal liability for assessments levied by the Association, nor release the Condominium owned by him from the liens and charges hereof by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 3.12. Taxation of Association. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against the individual Condominiums, said taxes shall be added to the annual assessments and, if necessary, a special assessment may be levied against the Condominium in an amount equal to said taxes, to be paid in two

(2) installments, thirty (30) days prior to the due date of each tax installment.

Section 3.13. Capitalization of Association. Upon acquisition of record title to a Condominium from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for that Condominium as determined by the Board. This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association. Prior to the expiration of sixty (60) days after close of the first sales escrow of a Condominium by Declarant in each phase of the Project, Declarant shall deposit into an escrow an amount equal to one-sixth (1/6) of the then annual assessment for any and all Condominiums not yet sold in that phase. Escrow shall remit these funds to the Association. Upon the close of escrow of any Condominium for which the capitalization fund was prepaid by Declarant, escrow shall remit to Declarant the capitalization fee collected from the buyer.

ARTICLE IV

RESPONSIBILITIES OF MAINTENANCE

Section 4.1. Owner Maintenance of Living Area. Each Owner of a Condominium shall be responsible for the maintenance and repair of the glass doors and windows, inclding metal frames and tracks, enclosing his Living Area, the interior of his Living Area and all appliances whether "built-in" or freestanding within the Living Area, the interior surfaces of the Living Area, and shall also be responsible for the maintenance and repair of the plumbing, electrical and heating systems servicing his Living Area and located within the outside perimeter of the exterior bearing walls, floors and ceilings thereof, including television cable equipment and connections, and all appliances and equipment located within or without said Living Area, so long as those systems are used exclusively by such Owner and not in common. Each Owner shall also be responsible for the maintenance and repair of the Patio, Deck and Garage (including the interior and exterior of the door to the Garage) which he has the exclusive right to use, including the interior surfaces of any fence or railing (but not the exterior surfaces), and shall make such repairs as the Board deems necessary to preserve the attractive appearance and protect the value thereof.

Section 4.2. Owner's Grant of Easements. Each Owner hereby grants easements to other Owners to enter into each Condominium and to have utility companies enter into Condominiums to repair the plumbing, heating and electrical systems located thereon, subject to the following limitations. Entry into a Living Area for emergency purposes may be immediate; provided, however, such entry shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party. Entry into a Living Area for other than emergency repairs shall be made only after three (3) days notice has been given to the Owner and shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party.

Section 4.3. Association Maintenance of Common Area. Except as otherwise provided herein, the Association acting through the Board and its officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the Common Area or any portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, all as more fully set forth in this Declaration, the Articles and the Bylaws. The Association shall maintain and repair all parking areas which are Exclusive Use Areas; provided, however, should any such maintenance or repair result from the act or neglect of an Owner or his guests or licensees, the Owner shall reimburse the Association for such maintenance or repair.

Section 4.4. Association Right of Entry. 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 agents and employees shall have the right to enter any Living Area or upon any portion of the Common Area to effect emergency repairs. For other than emergency repairs, the Association agents and employees shall have the right to enter any Living Area or any Exclusive Use Area portion of the Common Area to effect repairs, improvements, replacements or maintenance which the Association, after approval by two-thirds (2/3) 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 4.5. Association Right to Adopt Rules. The Board shall have the right to adopt reasonable rules not inconsistent with the provisions contained in this Declaration, and to amend the same from time to time relating to the use of the Common Area and the recreational and other facilities situated thereon by Owners and by their tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Owner of a Condominium whose occupant leaves property on the Common Area in violation of the rules may be assessed (on a non-lien basis) to cover the expense incurred by the Association in removing such property and storing or disposing thereof, after appropriate notice and an opportunity for a hearing before the Board and a two-thirds (2/3) vote of approval by the Board. The Board may suspend the voting rights and right to use the recreational facilities located on the Common Area of a Member who is in default in the payment of any assessment for any period during which such assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations, after reasonable written notice and an opportunity for a hearing before the Board as set forth in the Bylaws which satisfies the minimum requirements of Section 7341 of the California Corporations Code.

Section 4.6. Association Right to Grant Permits. The Board shall have the right to grant permits, licenses and easements over, under, upon and across the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected, placed or altered upon the Common Area until the location and complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design and location of surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee appointed by the Board of Directors and composed of three (3) or more, but not to exceed five (5), representatives. In the event the Board or its designated committee fails to approve or disapprove such locations, plans and specifications or other requests within thirty (30) days after the submission thereof to it, then such approval will not be required, provided that any structure or improvement so erected or altered conforms to all of the conditions and restrictions herein contained, and is in harmony with similar structures erected within the Project. The grade, level or drainage characteristics of the Condominium Property or any portion thereof, shall not be altered without the prior written consent of the Board or its designated committee. The provisions of this Article shall not apply to the initial construction by Declarant of Condominiums or other improvements to the Condominium Property, and neither the Board nor any committee appointed by the Board shall have any authority or right to approve or disapprove the initial construction by Declarant of Condominiums or other improvements to the Condominium Property.

ARTICLE VI

SEPARATION OF INTEREST AND PROHIBITION OF PARTITION

Section 6.1. Separation of Interest. No Owner may sell, assign, lease or convey (i) his interest in the Common Area separate and apart from his Living Area, nor (ii) his interest in any Exclusive Use Area separate and apart from his interest in the Common Area and Living Area.

Section 6.2. Prohibition of Partition. Each of the Owners of a Condominium, whether such ownership is in fee simple or as a tenant in common, is hereby prohibited from partitioning or in any way severing or separating such ownership from any of the other ownerships in the Condominium Property, except upon the showing that: (i) more than three (3) years before the filing of the action, the Project was damaged or destroyed so that a material part thereof was unfit for its use and the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or (ii) that three-fourths (3/4) or more of the Project has been destroyed or substantially damaged, and that Owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Project, or (iii) that the Project has been in existence in excess of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Project; provided, however, that if any Condominium shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing herein shall be deemed to prevent a judicial partition as between such co-tenants and no Condominium may be partitioned or subdivided without the prior written approval of the Mortgagee holding the first Mortgage on that Condominium.

Section 6.3. Power of Attorney. The Association is hereby granted an irrevocable power of attorney to sell the Condominium Property for the benefit of all the Owners thereof when the partition of the Owners' interests in said Condominium Property may be had pursuant to Section 6.2 above. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any two (2) Members of the Board who are hereby authorized to record a certificate of exercise in the Office of the County Recorder of San Diego County, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith; provided, however, that said power of attorney shall not apply to the Administrator of Veterans Affairs, an officer of the United States of America.

ARTICLE VII

RIGHT OF MORTGAGEES

Section 7.1. Actions Requiring Mortgagee Approval. Provided that the Mortgagee informs the Association in writing of its appropriate address and requests in writing to be notified, neither the Association nor any Owner shall do any of the following, unless at least sixty-seven percent (67%) of the first Mortgagees of Mortgages encumbering Condominiums (based upon one vote for each Mortgage) has given their prior written approval:

(a) Seek, by act or omission, to abandon the Condominium Project or to terminate the Condominium Plan or this Declaration (whether or not because of any destruction of the Project), or change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of Living Areas or the Common Area;

(b) Change the prorata interest or obligations of any Condominium for purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the prorata share of the Common Area appurtenant to each Living Area;

(c) Partition or subdivide any Condominium;

(d) Seek, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, that the granting of easements for public utility or other public purposes consistent with the uses of the Common Area shall not be deemed a transfer within the meaning of this provision;

(e) Use hazard insurance proceeds for losses to any portion of the Condominium Property for other than the repair, replacement or reconstruction of the Condominium Property, except as may be provided by statute upon substantial loss to the Living Area or Common Area;

(f) Fail to maintain fire and extended coverage insurance on the Common Area and the improvements thereto on a current replacement cost basis in an amount less than one hundred percent (100%) of the insurable value, based on current replacement cost.

Section 7.2. Notification to Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Condominium number or address, any Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium subject to a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as required in the Bylaws or in this Declaration.

ARTICLE VIII

DESTRUCTION OF COMMON AREA OR LIVING AREAS

Section 8.1. Casualty Destruction of Common Area. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

(a) If the cost of repairing or rebuilding does not exceed the amount of the available insurance proceeds by more than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year during which the repairs or rebuilding is necessitated, the Board shall contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor.

(b) If the cost of repairing or rebuilding exceeds the amount of available insurance proceeds by more than five percent (5%) of the budgeted gross expenses of the Association for the fiscal year during which the repairs or rebuilding is necessitated, and if the Owners holding in aggregate more than fifty percent (50%) interest in the Common Area agree to the repair or restoration of the Project, then the Board shall contract as provided in (a) above.

(c) If the Owners do not so agree to the repair or rebuilding of the Common Area as provided in (b) above, then each Owner (and his Mortgagee(s) as their respective interests then appear) shall be entitled to receive that portion of the insurance proceeds equal to the proportion of the decrease in fair market value of his Condominium as compared to the aggregate decrease in the fair market values of all the Condominiums caused by such damage or destruction. For purposes hereof, fair market value shall be determined by a member of the American Institute of Real Estate Appraisers selected by the Board and hired by and at the expense of the Association. Should dispute arise as to the distribution of insurance proceeds, the dispute shall be decided by arbitration by the American Arbitration Association pursuant to its Commercial Rules of Arbitration.

(d) Anything in the immediately preceding paragraph to the contrary notwithstanding, the Board shall contract for such repair or rebuilding of Common Area which consists of Condominium Building(s) containing Living Areas (or portions thereof and/or improvements thereto) if fifty percent (50%) or more of the Owners owning Living Areas in said Condominium Building(s) agree to the repair or restoration of said Condominium Building(s).

(e) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment against each Condominium in the proportion the Condominiums are assessed, pursuant to Section 3.6 of Article III of this Declaration, for purposes of raising funds for the rebuilding or major repair of a portion of the structural Common Area, to make up any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the account of the Association to be used for such rebuilding.

Section 8.2. Taking of Common Area. If any portion of the Common Area is taken by condemnation, eminent domain or any proceeding in lieu thereof, and the award therefor is not apportioned among the Owners (and their Mortgagees as their respective interests then appear) by court judgment or by agreement between the condemning authority and each of the affecting Owners, then the Owners of the Common Area (and their Mortgagees as their respective interests then appear) shall be entitled to receive a distribution from the award for such taking in the same proportion as insurance proceeds will be distributed pursuant to Subsection (c) of Section 8.1 above; provided, however, that should it be determined to repair or rebuild any portion of the Common Area, such proceeds shall be paid to the Association for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in Section 8.1 of this Article VIII for repairing damaged or destroyed portions of the Common Area. A decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided above in Section 8.1 of this Article VIII for determining whether to rebuild or repair following damage or destruction.

Section 8.3. Casualty Destruction of Living Area. In the event of damage or destruction to any Living Area, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accord with the original plans and specifications therefor; provided, however, that any such Owner may, with the written consent of the Board, reconstruct or repair the same pursuant to new or changed plans and specifications. In the event the Board fails to approve or disapprove such changed plans and specifications within sixty (60) days of the receipt thereof, they shall be deemed to have been approved.

Section 8.4. Taking of Living Area. In the event of any taking of a Living Area, the Owner (and his Mortgagees as their interests may then appear) of the Living Area shall be entitled to receive the award for such taking and after acceptance thereof he (and his Mortgagee) shall be divested of any further interests in the Condominium Property if such Owner shall vacate his Living Area as the result of such taking. In such event, said Owner shall grant his remaining interests in the Common Area appurtenant to the Living Area so taken, if any, to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each.

Section 8.5. Association Insurance. The Association shall obtain and continue in effect the following insurance:

(a) A master fire insurance policy with glass coverage and extended coverage endorsement for the full insurable value of all of the improvements within the Project. "Improvements" means and refers to the Common Area together with those appliances and improvements located within the Living Areas provided by Declarant to the initial Owners of Condominiums and only includes items provided by Declarant. The form and content of such policy must be satisfactory to all institutional first Mortgagees and shall meet the maximum standards of the various institutional first Mortgagees whose loan(s) encumber any of the Condominiums.

(b) A public liability and property damage insurance policy with cross liability endorsement, if available, insuring the Association, any manager, the Declarant and the Owners against liability incident to ownership or use of the Common Area. The limits of such insurance shall not be less than

$1,000,000.00 covering all claims for death, personal injury and property damage arising out of a single occurrence.

(c) If requested by Members of the Association who have at least ten percent (10%) of the Association's voting power or any first Mortgagee or any insurer or governmental guarantor of any first Mortgage, a fidelity bond covering Members of the Board, officers and employees of the Association, and employees of any manager or managing agent, whether or not such persons are compensated for their services, naming the Association as obligee and written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves. Such fidelity bond shall be obtained if any first Mortgage is acquired by FNMA or guaranteed by the VA.

(d) Workers' compensation insurance covering any employees of the Association.

Insurance premiums for the master policy shall be a Common Expense to be included in the monthly assessments levied by the Association. Each Owner shall be responsible to pay any deductible amount for any loss to his Condominium. Each Owner may separately insure the improvements not covered by the master fire insurance policy and personal property within his Condominium. No Owner shall insure his Condominium in any manner which would cause any diminution in insurance proceeds from the master policy. Should any Owner violate this provision he shall be responsible to the Association for any such diminution.

Section 8.6. Mortgagee Approval. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with original plans and specifications, unless other action is approved by Eligible Mortgage Holders of first Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to Eligible Mortgage Holders' Mortgages.

ARTICLE IX

USE OF LIVING AREAS AND COMMON AREA AS DESCRIBED IN CONDOMINIUM PLAN

Section 9.1. Residential Purposes. Each Living Area shall be improved, used and occupied for private, single-family dwelling purposes only, and no portion thereof nor the Common Area shall be used for any commercial purpose whatsoever; provided, however, Declarant may use any of the Living Areas and Exclusive Use Areas owned or leased by Declarant as model homes and sales offices during that period of time commencing when the Condominiums are first sold or offered for sale to the public and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate owners thereof or five (5) years after the first escrow closes, whichever first occurs.

Section 9.2. Lease of Condominium. Each Owner shall have the right to lease his Condominium, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the rules and regulations of the Board, and that the failure to comply with the provisions of these documents shall be a default under the lease. With the exception of a lender in possession of a Condominium following a default under a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

Section 9.3. No Use Causing Loss of Insurance. No Living Area, Exclusive Use Area or improvements situated therein shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or cause any such policy or policies representing such insurance to be cancelled or suspended, or the company issuing the same to refuse renewal thereof.

Section 9.4. Pets. Not exceeding one usual and ordinary household pet (exclusive of caged birds or aquarium fish) may be kept in any Living Area or Exclusive Use Area without the prior written consent of the Board. Pets shall not be allowed on other portions of the Common Area except as may be permitted by rules made by the Board. Except as provided hereinabove, no animals, livestock, birds or poultry shall be brought within the Condominium Property or kept in any Living Area or on any portion of the Common Area. No pet shall be permitted to be kept within any portion of the Condominium Property if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other Owners.

Section 9.5. Nuisance. No Living Area or Exclusive Use Area shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other such areas or annoy them by unreasonable noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Living Area nor on the Common Area.

Section 9.6. Sign Control. No signs other than one sign of customary and reasonable dimensions advertising a Condominium for sale or lease shall be erected or displayed in any Living Area so that it is visible from without such area without the prior written permission of the Board, and all signs must conform with applicable governmental ordinances. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board. Anything contained in this Declaration to the contrary notwithstanding, Declarant shall have the right to install and maintain during the sales period set forth in Section 9.1 above, such signs, poles and advertisements as it deems appropriate in connection with its sales program for the sale to the public of Condominiums.

Section 9.7. Outside Antennae. There shall be no outside television or radio antennae, masts, poles or flag poles constructed, installed or maintained on the Condominium Property for any purpose whatsoever other than one master television antenna system for use of all the Owners which may be installed in the Common Area by Declarant or at the Board's instruction.

Section 9.8. Owner Not to Alter Common Area. Except as otherwise specifically provided herein, nothing herein contained shall give the Owner the right to paint, decorate, remodel, landscape or adorn any part or parcel of the Common Area without the written consent of the Board.

Section 9.9. No Offensive Activity. No noxious or offensive activity shall be carried on in any Living Area or on the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners other than construction or repair of improvements made at the Board's instruction or at Declarant's instruction. Nothing shall be done in any Living Area or in, on or to the Common Area which will impair the structural integrity of any building, or which would structurally change any building located therein. Except as otherwise provided herein, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board or an architectural committee appointed by the Board. All equipment, garbage cans, wood piles or storage piles shall be kept screened and concealed from view of neighboring Living Areas, streets and Common Area. All rubbish, trash or garbage shall be regularly removed from each Living Area, and shall not be allowed to accumulate thereon or on the adjacent Common Area. No fences, hedges or walls shall be erected or maintained upon the Condominium Property except such as are installed in accordance with the initial construction of the buildings located on the Condominium Property or as allowed by the Board. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes on the Common Area, except in areas which may be approved by the Board.

Section 9.10. Power Equipment. No power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted on the Condominium Property, 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.

Section 9.11. Use of Common Area. Except as otherwise provided herein, the Common Area shall be improved and used only for the following purposes:

(i) affording vehicular passage and pedestrian movement within the Condominium Property, including access to the Living Areas;

(ii) recreational use by the Owners and occupants of Living Areas in the Condominium Property and their guests, subject to rules established by the Board;

(iii) beautification of the Common Area and providing privacy to the residents of the Condominium Property through landscaping and such other means as the Board shall deem appropriate;

(iv) parking of automotive passenger vehicles in areas provided therefor as may be designated and approved by the Board by such persons, upon such terms and conditions and for such fees as may from time to time be determined by the Board. Certain parking spaces are shown on the Condominium Plan as Unassigned Parking Spaces, which parking spaces shall be used for no purpose other than parking of motor vehicles, subject to rules and regulations adopted by the Board;

(v) as Exclusive Use Areas to be used in the manner hereinafter described. Nothing herein shall be deemed to allow persons other than the Owner of a Living Area to which an Exclusive Use Area is appurtenant (or his tenants and lessees) to enjoy the use thereof.

No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Area or in storage areas designated by the Board), nor in any manner which shall increase the rate of which insurance against loss by fire, or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or bodily injury, or property damage liability insurance covering the Common Area and improvements situated thereon may be obtained, or cause such premises to be uninsurable against such risks or any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

Section 9.12. Additional Use. The Board shall have the right to allow one or more Owners to exclusively use portions of the otherwise nonexclusive Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Owner's Exclusive Use Area(s) or Living Area, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Project. Each Owner shall also have the right to use those portions of the Common Area in which Declarant has installed heating, air conditioning or solar panel equipment for purposes of serving that Owner's Living Area as part of the initial construction of the Project, or which is thereafter installed by the Owner; provided, however, that no such installation shall be made by an Owner without the prior written approval of the Board. All such heating, air conditioning and solar panel equipment shall be maintained and repaired by the Owner of the Living Area being served thereby.

Section 9.13. Owners Liable for Damage. Each Owner shall be legally liable to the Association for all damages to the Common Area or to any improvements thereof or thereto, including, but not limited to, the buildings, recreation facilities and landscaping caused by such Owner, his licensee(s) or any occupant of such Owner's Living Area as such liability may be determined under California law. Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, Bylaws and rules of the Board by his guests, lessees and all occupants of his Living Area, and shall, after written notice and an opportunity for a hearing, pay the fines and penalties assessed pursuant hereto, the Bylaws or Board rules for any violation by his guests, lessees and occupants of his Living Area.

Section 9.14. Interior Surfaces. Each Owner shall have the right, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Living Area, and the surfaces of the bearing walls and partitions located within the Living Area. Said Owners shall have the right to substitute new finished surfaces in place of those existing on said ceiling, floors, walls and doors of said Living Area.

Section 9.15. Exclusive Use Areas Appurtenant. Each Exclusive Use Area shall be (i) appurtenant to the Living Area with which the Exclusive Use Area is conveyed, and (ii) used only for the purposes set forth in this Declaration. The right to so use an Exclusive Use Area shall be exercisable only by the Owner(s) of the Condominium appurtenant thereto and/or said Owner's tenants. Conveyance of a Condominium shall effect conveyance of Exclusive Use Areas appurtenant thereto and transfer of all rights thereto to the vested Owner of the Condominium. No Exclusive Use Area or any rights thereto shall be transferred or conveyed apart from conveyance of the Condominium to which they are appurtenant. Each Exclusive Use Area shall be deemed to be Common Area for all those purposes set forth in this Declaration which are not inconsistent with this Article IX or Article IV.

Section 9.16. Use of Exclusive Use Areas. Each Owner shall have the right to place furniture, barbeque equipment and potted plants upon the Deck and Patio to which he has the exclusive right of use.

Each Owner shall have the right to park and store one standard automotive vehicle in the Parking Space, if any, which he has the exclusive right to use. Not all Owners will have an exclusive right to use a Parking Space; a Parking Space Exclusive Use Area is appurtenant only to those Living Areas shown on the Condominium Plan as having the same number as the Parking Space.

Each Owner shall have the right to park a standard passenger vehicle in the Garage to which he has the exclusive right of use and to maintain a water heater and storage facility therein; provided, however, that no such use shall impede or prevent the parking of an automobile therein. Any such storage facility shall be maintained by the Owner at his expense. The door to each Garage shall be kept closed except when entering or leaving the Garage. No Garage shall be connected to any use which would prohibit the parking of a standard automobile therein.

Except as provided in this Section 9.16, nothing contained herein shall give any Owner the right to paint, decorate, remodel or alter said Exclusive Use Areas or any other part of the Common Area without the prior written consent of the Board.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Enforcement. The Association and any Owner shall have the right to enforce by any proceedings at law or in equity, all covenants, conditions, restrictions and reservations now or hereafter imposed by the provisions of this Declaration.

Each Owner shall have a right of action against the Association for any failure of the Association to comply with the provisions hereof or of the Bylaws or Articles. Failure by the Association or any Owner to enforce any covenant, condition, restriction or reservation herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

Section 10.2. Severability. Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 10.3. Amendments. During the period of time prior to conversion of the Class B membership to Class A membership, this Declaration may be amended by an instrument in writing signed by seventy-five percent (75%) of the voting power of each class of Members of the Association, which amendment shall become effective upon the recording thereof by the Office of the County Recorder of San Diego County, California. After conversion of the Class B membership in the Association to Class A membership, the Declaration may be amended by an instrument in writing signed by (i) seventy-five percent (75%) of the total voting power of the Association, and (ii) at least seventy-five percent (75%) of the voting power of Members of the Association other than Declarant. Anything contained herein to the contrary notwithstanding, no amendment material to a Mortgagee may be made to this Declaration without the prior written consent of Eligible Mortgage Holders whose Mortgages encumber sixty-seven percent (67%) or more of the Condominiums within the Condominium Property which are subject to Eligible Mortgage Holder Mortgages. For purposes hereof, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed "material to a Mortgagee":

(a) The fundamental purpose for which the Project was created (such as a change from residential use to a different use).

(b) Assessments, assessment liens and subordination thereof.

(c) The reserve for maintenance, repair and replacement of the Common Area.

(d) Property maintenance and repair obligations.

(e) Casualty, liability insurance and fidelity bonds.

(f) Reconstruction in the event of damage or destruction.

(g) Rights to use the Common Area.

(h) Annexation.

(i) Voting.

(j) The percentage interest of the Owners in the Common Area.

(k) Boundaries of any Living Area.

(l) The interests in Exclusive Use Areas and other portions of the Common Area.

(m) Leasing of Condominiums.

(n) Imposition of any right of first refusal or similar restriction on the right of a Condominium Owner to sell, transfer or otherwise convey his Condominium.

(o) Any provision which, by its terms, is specifically for the benefit of the first Mortgagees, or specifically confers rights on first Mortgagees.

An Eligible Mortgage Holder who receives a written request to approve amendments (including additions) who does not deliver or mail to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

Section 10.4. Extension of Declaration. Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2035, after which date they shall automatically be extended for successive periods of ten (10) years unless the Owners have executed and recorded at any time within six (6) months prior to December 31, 2035, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2035 or at the end of any such ten (10) year period.

Section 10.5. FHA and VA Approval. So long as there is a Class B membership in the Association the following shall require prior approval of the FHA and VA: annexation of additional properties, mergers and consolidations, special assessments and any amendment to this Declaration.

Section 10.6. Encroachment Easement. In the event any portion of the Common Area encroaches upon any Living Area or any Living Area encroaches upon the Common Area or another Living Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Said valid easement shall apply only to minor encroachments. 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 if said encroachment occurred due to the willful misconduct of any Owner. In the event any portion of a structure on the Condominium Property is partially or totally destroyed and then repaired or rebuilt, each Owner agrees that minor encroachments over adjoining Living Areas or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

Section 10.7. Litigation. In the event the Association, Declarant or any Owner shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the court may adjudge reasonable and proper. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs or attorney's fees.

Section 10.8. Annexation of Additional Property.

(a) The Condominium Property is the first phase of a projected five (5) phase staged condominium development. The additional phases are planned to be constructed on Lots 2 through 5 of Map No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983. When completed, Declarant contemplates that the entire Project will consist of 204 Condominiums. Nothing contained herein, however, shall require Declarant to complete the future phases of the planned overall Project.

(b) If, within three (3) years following the date of the original issuance by the California Department of Real Estate of the most recently issued Final Subdivision Public Report covering a phase of the overall development of the Project, Declarant should develop additional lands within the property described above in Subsection 10.8(a), such additional lands or any portion thereof may be added to and included within the Condominium Property and the jurisdiction of the Association by action of Declarant without the assent of Members of the Association; provided, however, that the development of the additional lands shall be in accord with the plan of development submitted to (i) the Department of Real Estate prior to the time a Final Subdivision Public Report is issued in connection with the Condominium Property, and (ii) the VA and FHA. Said annexation may be accomplished by the recording of a Declaration of Annexation which requires Owners of Condominiums therein to be Members of the Association. The obligation of Condominium Owners to pay dues to the Association and the right of such Condominium Owners to exercise voting rights in the Association in such annexed property, shall not commence until the first day of the month following close of the first sale of a Condominium by Declarant in that particular phase of development. Prior to any annexation under this Subsection 10.8(b), detailed plans for the development of the additional property must be submitted to the VA and FHA, and the VA and FHA must determine that such detailed plans are in accordance with the general plan and so advise Declarant.

(c) Subject to annexation of additional property as set forth above:

(i) Declarant hereby reserves for the benefit of and appurtenant to the Condominiums hereinafter located on Lots 2 through 5 (Map No. 10658) and their respective Owners, non-exclusive easements to use the Common Area (other than any residential building or Exclusive Use Area) in the Condominium Property pursuant to and in the manner set forth in this Declaration, to the same extent and with the same effect as if each of the Owners of a Condominium in said Lots owned an undivided interest in the Common Area in the Condominium Property.

(ii) Declarant hereby grants for the benefit of and appurtenant to each Condominium in the Condominium Property, and their respective Owners, non-exclusive easements to use the Common Area (other than any residential building or Exclusive Use Area) in Lots 2 through 5 (Map No. 10658) pursuant to the provisions of and in the manner prescribed by this Declaration, to the same extent and with the same effect as if each of the Owners of a Condominium in the Condominium Property owned an undivided interest in the Common Area of the property so annexed.

The reciprocal cross-easements set forth herein shall be effective as to Lots 2 through 5, respectively, and as to the Condominium Property only at such time as said Lots, respectively, have been annexed by the recording of a Declaration of Annexation and, prior to that time, neither the Condominium Property nor Lots 2 through 5, respectively, shall be affected thereby nor shall the Owners of Lots 2 through 5, respectively, have such rights in the Common Area within the Condominium Property.

(d) Upon the approval in writing of the Association, pursuant to two-thirds (2/3) of a majority of the voting power of its Members, excluding the voting power of Declarant, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Declaration of Annexation which shall extend the scheme of this Declaration to such property.

Section 10.9. Owner Compliance. Each Owner, tenant or occupant of a Condominium shall comply with the provisions of this Declaration, the Bylaws, decisions and resolutions of the Association as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

Section 10.10. Special Responsibilities of Association. In the event that the improvements to be installed by Declarant to the Common Area have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering the Condominium Property, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such improvements, then if such improvements have not been completed and a Notice of Completion filed within sixty (60) days after the completion date specified in the Planned Construction Statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such improvement then the Board shall consider and vote on said question if such improvements have not been completed and a Notice of Completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing not less than five percent (5%) of the total voting power of the Association, the Board shall call a special meeting of the Members of the Association to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting a vote of a majority of the voting power of the Members of the Association, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

<u>Section 10.11</u>. <u>Limitation of Restrictions on Declarant</u>. Declarant is undertaking the work of construction of residential Condominium dwellings and incidental improvements upon the Condominium Property. The completion of that work, and the sale, rental and other disposal of said Condominium dwellings is essential to the establishment and welfare of said Condominium Property as a residential community. In order that said work may be completed and said Condominium Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on the Condominium Property or in any Living Area whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Condominium Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Condominium Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the Condominium Property its business of completing said work, and of establishing a plan of Condominium ownership and of disposing of said Condominium Property in Condominium dwellings by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Condominium Property as may be necessary for the sale, lease or disposition thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Living Area or the Common Area.

The rights of Declarant provided in Subparagraphs (a) through (d) above, may be exercised during the period of time commencing when the Condominiums are first sold or offered for sale to the public and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate Owners, or five (5) years following the date of conveyance of the first Condominium in the Project from Declarant to a retail purchaser, whichever shall first occur. So long as Declarant, its successors and assigns, owns one or more of the Condominiums established and described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration. Declarant, in executing its rights under this Section 10.11, shall not unreasonably interfere with the use of the Common Area by any Owner.

Section 10.12. Liens Not Invalid. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument the day and year first hereinabove written.

DOUGLAS ALLRED DEVELOPMENT COMPANY

By Douglas C. Allred

By ____________________

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 31st day of October, 1983, before me, ____________________, a Notary Public in and for said state, personally appeared Douglas C. Allred, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ____________ President, ~~and~~ ____________, ~~personally known to me (or proved to me on the basis of satisfactory evidence) 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 bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
JOAN E. HAYES
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires April 20, 1984

Joan E. Hayes
NOTARY PUBLIC

83-396050
38
8-118

SUBORDINATION AGREEMENT

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, being the beneficiary under that certain deed of trust dated 10/10 , 1983 and recorded 10/20 , 1983 as File/Page No. 83-377519 with the Office of the County Recorder of San Diego County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to the Declaration of Covenants, Conditions and Restrictions to which this Subordination Agreement is attached.

FIRST INTERSTATE BANK OF CALIFORNIA

By L. A. Nordstrom
L.A. Nordstrom, Vice President

By K.E. Claycamp
K.E. Claycamp, Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 1st day of November , 19 83 , before me, B.A. Dickson, a Notary Public in and for said state, personally appeared L.A. Nordstrom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and K.E. Claycamp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President /~~Secre~~-/~~tary~~ 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 bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
B. A. DICKSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Nov. 22, 1983

NOTARY PUBLIC

83- 396050 19
8-118
38

573

85-200943

OFFICIAL RECORDS OF SAN DIEGO COUNTY

1985 JUN -6 AM 10: 35

VERA L. LYLE COUNTY RECORDER

Recording Requested By
TICOR TITLE INSURANCE COMPANY
When Recorded Return To:

McDONALD, HECHT & SOLBERG
Mr. Alex C. McDonald
1100 Financial Square
600 "B" Street
San Diego, California 92101
1122968

Index as amendment to CC+R

11
7
2
18

DECLARATION OF ANNEXATION
AVOCADO VILLAGE Phase IV

THIS DECLARATION OF ANNEXATION is made as of May 29, 1985, by DOUGLAS ALLRED DEVELOPMENT COMPANY, a California corporation (hereinafter called "Declarant"), with reference to the following

RECITALS:

A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") which was recorded on the 1st day of November, 1983, with the Office of the County Recorder of San Diego County, California, as File/Page No. 83-396050, covering all of that real property located in the County of San Diego, California, described as:

> Lot 1 of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California on June 9, 1983

and defined in the Declaration as the "Condominium Property."

B. The Declaration provides in Section 10.8 of Article X, that Declarant may annex additional property as described in Section 10.8 of Article X thereof to the Condominium Property described in the Declaration, and thereby make such additional property subject to the Declaration and subject to the jurisdiction of AVOCADO VILLAGE CONDOMINIUM ASSOCIATION which is defined in the Declaration as the "Association."

No 200943

85-
6

C. Declarant has annexed to the Condominium Property and made subject to the Declaration and to the jurisdiction of the Association that certain real property more particularly described as:

Lot 2 of SAN DIEGO COUNTY TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California on June 9, 1983

by Declaration of Annexation recorded with the Office of the County Recorder of San Diego County, California, on January 23, 1984 as File/Page No. 84-026195, and

Lot 3 of SAN DIEGO COUNTRY TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California on June 9, 1983

by Declaration of Annexation recorded with the Office of the County Recorder of San Diego County, California, on May 2, 1984 as File/Page No. 84-162367.

D. Declarant is the owner of the real property located in the County of San Diego, State of California, described as:

Lot 4 of SAN DIEGO COUNTY TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California on June 9, 1983,

which property is a part of the property described in Section 10.8 of Article X of the Declaration, which may be annexed to the Condominium Property and to the jurisdiction of the Association.

E. Declarant now wishes to annex the property described in Recital D above to the Condominium Property and to the jurisdiction of the Association and thereby make the property described in Recital D above subject to the terms, conditions and restrictions of the Declaration.

NOW, THEREFORE, Declarant declares as follows:

1. Pursuant to the terms of the Declaration, Declarant, as the owner of

Lot 4 of SAN DIEGO COUNTY TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California on June 9, 1983 (hereinafter called "LOT 4"),

85- № 200943

declares that all of LOT 4 is hereby annexed to and made a part of the Condominium Property, as described in the Declaration, and to the jurisdiction of the Association. All of LOT 4 shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions and easements of the Declaration as it may hereafter be amended.

2. LOT 4, the annexed property, includes 48 Living Areas with the remainder of LOT 4 being Common Area, as defined in the Declaration and as shown upon the Condominium Plan covering LOT 4 which has been or will be recorded with the Office of the County Recorder of San Diego County, California.

3. (a) Declarant hereby reserves for the benefit of and appurtenant to the Condominiums now or hereafter located on Lots 1 through 3 and Lot 5 of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983, and their respective Owners, non-exclusive easements to use the Common Area in LOT 4 pursuant to and in the manner set forth in the Declaration to the same extent and with the same effect as if each Owner of a Condominium in said Lots 1 through 3 and Lot 5 owned an undivided interest in the Common Area of LOT 4, excepting from said Common Area any residential buildings thereon and any portion thereof which is designated as an Exclusive Use Area.

(b) Declarant hereby grants to and for the benefit of and appurtenant to each Condominium in LOT 4, and their respective Owners, a non-exclusive easement to use the Common Area in Lots 1 through 3 and Lot 5 of COUNTY OF SAN DIEGO TRACT NO. 4339 according to Map thereof No. 10658 filed in the Office of the County Recorder of San Diego County, California, on June 9, 1983, pursuant to the provisions of and in the manner prescribed by the Declaration to the same extent and with the same effect as if each of the Owners of a Condominium in LOT 4 owned an undivided interest in the Common Area of Lots 1 through 3 and Lot 5, excepting from said Common Area any residential buildings thereon and any portion thereof which is designated as an Exclusive Use Area.

(c) The reciprocal cross-easements set forth in this Section 3 shall be effective as to Lots 1 through 3 and LOT 4 upon recordation of this Declaration of Annexation and as to Lot 5 at such time as Lot 5 has been annexed to the Condominium Property and the jurisdiction of the Association by the recording of a Declaration of Annexation or separate Declaration of Covenants, Conditions and Restrictions requiring the Owners thereof to be members of the Association, and prior to that time, the Owners of Lot 5 shall not be benefited thereby nor shall the

№ 200943

85-6

Owners of Lots 1 through 3 or LOT 4 have such rights in the Common Area of Lot 5.

4. The obligation of Owners of Condominiums in LOT 4 to pay assessments to the Association, and their right to vote as a member of the Association, shall commence on the first day of the month following the conveyance of record by Declarant of the first Condominium located within LOT 4.

5. Each Living Area portion of a Condominium in Phases 1 through 4 (Lots 1, 2 and 3 and LOT 4) is designated on the respective Condominium Plan for each Phase by a floor plan designation of either "A", "A1", "B", "C" or "D". All Condominiums are separated into four (4) categories as follows:

Category	Floor Plan of Living Area Portion of Condominium as Shown on Condominium Plan
1	"A"
2	"A1"
3	"B" and "C"
4	"D"

Commencing on the first day of the month following first conveyance of record by Declarant of a Condominium in Phase 4 (LOT 4) of the Project, and ending on the first day of the month following the first conveyance of a Condominium in Phase 5 of the Project, the annual and special assessments for each Condominium in Phases 1, 2, 3 and 4 of the Project to pay the cost of insurance and reserve for painting and roof repair, together with a contingency amount equal to three percent (3%) of such costs, shall be equal for each Condominium in each category and, as to each category, shall in the aggregate be in the following proportions:

Category	Percentage of Aggregate Annual and Special Assessments
1 (17 Condominiums - equal for each)	7.45%
2 (37 Condominiums - equal for each)	19.75%
3 (80 Condominiums - equal for each)	51.36%
4 (28 Condominiums - equal for each)	21.44%

6. Declarant shall have the right to revoke or to amend this Declaration of Annexation without the vote of the members of the Association by recording a Notice of Revocation or Notice of Amendment with the Office of the County Recorder of San Diego County, California, at any time prior to the conveyance of record by Declarant of the first Condominium located within LOT 4. A draft of the Notice of Revocation or Notice of Amendment must be submitted to and approved by the Veterans Administration prior to its recording.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument the day and year first hereinabove written.

DOUGLAS ALLRED DEVELOPMENT COMPANY

By Douglas C. Allred
Douglas C. Allred, President

By Douglass L. Hill
Douglas L. Hill, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 4th day of June, 1985, before me, Patricia L. Valentine, a Notary Public in and for said state, personally appeared Douglas C. Allred, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ______________ President, and Douglas L. Hill, personally known to me (or proved to me on the basis of satisfactory evidence) 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 bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
PATRICIA L. VALENTINE
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires Dec. 22, 1987

Patricia L. Valentine
NOTARY PUBLIC

Nº 200943

85-

SUBORDINATION AGREEMENT

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, being the beneficiary under that certain deed of trust recorded December 14, 1984 as File/Page No. 84-465495 with the Office of the County Recorder of San Diego County, California, hereby declares that the lien and charge of said deed of trust is and shall be subordinate and inferior to the Declaration described in the Declaration of Annexation to which this Subordination Agreement is attached and to the Declaration of Annexation.

FIRST INTERSTATE BANK OF CALIFORNIA

By Judith M Scott

By Sylvia Dodd

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this 5TH day of JUNE, 19 85, before me, B.A. DICKSON, a Notary Public in and for said state, personally appeared JUDITH M. SCOTT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ASST. VICE President, and SYLVIA DODD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ASST. VICE PRES. ~~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 bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
B.A. DICKSON
Notary Public California
Principal Office In
San Diego County
My Comm. Exp. Nov 22, 1987

NOTARY PUBLIC

№ 200943

85-6

Resale Demand MEN-A07793

Association:	**Avocado Village Homeowners Association**
Current Owner:	[redacted]
Property Address:	**3625 Avocado Village Ct 130, La Mesa, CA 91941**
Purchaser Name:	**Opendoor Property J LLC, a Delaware Limited Liability Company**
Date Prepared:	**7/28/26**

Please contact the office for payoff prior to closing.

PRINCIPAL CONTACT

The following information is the principal contact for the Association:

Company Name:	**Menas HOA Management**
Contact:	**Adriana Leon**
Address:	**26020 Acero #100** **Mission Viejo, CA 92691**
Phone:	**714-544-7755 ext 125**
Email:	**escrow@menas.com**

REQUESTER INFORMATION

The following information has been requested by:

Company Name:	**OS National**	Escrow / File #:	**CA110879**
Contact:	**Special Ops Unit**	Date Ordered:	**7/20/26**
Address:	**3097 Satellite Blvd, Suite 500** **Duluth, GA 30096**	Closing Date:	**7/31/26**
Phone:	**(678) 282-2342**		
Email:	**souprocessing@osnational.com**		

INSURANCE INFORMATION

For information on insurance maintained by the Association, please contact:

Carrier:	**STATE FARM**
Agent:	**ROBERT PETERSON INSURANCE AGENCY**
Phone:	**619.447.3200**
Email:	**robert.peterson.jxe8@statefarm.com**

VIOLATION INFORMATION

The Unit does NOT currently have any known or open violations that violate a provision of the governing documents.

LITIGATION INFORMATION

The Association is NOT currently involved in any pending suit or unsatisfied judgment that could have a material impact on the Association.

Resale Demand MEN-A07793

RECURRING ASSESSMENT(S)

Amount of all assessments and any other mandatory fees or charges currently imposed by Avocado Village Homeowners Association:

Name	Description	Paid Through	Next Due Date
REGULAR ASSESSMENT	**$393.66** due **Monthly** on the **1ST**	**7/31/2026**	**8/1/2026**

LATE FEES

A late fee of **10%** is added to the account if it is not paid in full within **15** days of the due date.

Resale Demand MEN-A07793

SCHEDULE OF FEES CHARGED FOR CLOSING STATEMENT

Any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the unit and the use of common elements, and the status of the account:

Item	Status	Due From	Payable To	Amount
Owner's Current Balance as of 7/27/2026	Pay at Close	Seller	Association	**$0.00**
Standard Resale Demand (5-7 Business Days)	Paid	Seller	Management Company	**$110.00**
Processing Fee	Paid	Seller	CondoCerts	**$20.00**
Transfer Fee	Pay at Close	Seller	Management Company	**$350.00**
Annual Financials	Paid	Seller	Management Company	**$25.00**
Articles of Incorporation	Paid	Seller	Management Company	**$15.00**
Budget Packet	Paid	Seller	Management Company	**$60.00**
Bylaws	Paid	Seller	Management Company	**$35.00**
Covenants, Codes and Restrictions	Paid	Seller	Management Company	**$75.00**
Current Unaudited Financial Documents	Paid	Seller	Management Company	**$20.00**
Insurance Declaration Pages	Paid	Seller	Management Company	**$20.00**
Regular Meeting Minutes	Paid	Seller	Management Company	**$60.00**
Reserve Reports	Paid	Seller	Management Company	**$25.00**
Rules and Regulations	Paid	Seller	Management Company	**$25.00**
Welcome Letter	Paid	Seller	Management Company	**Incl.**

REMIT AT CLOSING

The following is a summary of the amounts due at closing:

Payable to Avocado Village Homeowners Association **$0.00**

Avocado Village Homeowners Association
c/o Menas HOA Management
26020 Acero #100
Mission Viejo, CA 92691

Payable to Menas HOA Management (Management Company) **$350.00**

Menas HOA Management
26020 Acero #100
Mission Viejo, CA 92691

ADDITIONAL COMMENTS

REQUIRED: At the close of escrow please provide the following: New Deed, detailed information as to the application of escrow monies collected i.e. Seller/Buyer, Sellers forwarding address and contact information for the Buyer.

MENAS HOA MANAGEMENT

Dear Valued Homeowners,

We are your Management Company. We can promise 100% efficiency if we work together so we can provide a seamless and easy method for you to get instant help with every need you have.

We believe that (1) **Homeowners** hold the same importance as the other components in our operations: (2) **Board Members**, (3) **Community Manager**, (4) **Management Support Team** and (5) **Vendors**. Each of the components is equally important in working together for MAXIMUM EFFICIENCY.

By taking less than the 2 minutes it takes to activate your **Appfolio Owner Portal**: https://menashoa.appfolio.com/connect/ you will do your part as you will not need to depend on only your manager to help you with the many issues you will come across. Click on link below after you have Activated your portal to learn how to get the fastest service for the different needs as shown in the 2 videos below:

https://youtube.com/playlist?list=PLEwUsoUuwbJ4b1c_ZLF08BXsSOQcKwIWF&si=PQ80wWktqR5X9l1_

Please use the Directory below to reach out to for all your needs should you need help:

DEPARTMENT	NAME(S)	EMAIL ADDRESS(ES)	PHONE NUMBER(S)
Homeowner Monthly Assessments	Julieanne Pierson and Team	ar@diversifiedhoa.com	(858) 876-7870
Escrow Department	Adriana Leon and Team	escrow@menas.com	Order from: www.condocerts.com
Portal Activation	Miguel Ornelas and Team	ar@diversifiedhoa.com Or TEXT 858-876-7870 for quickest help	(858) 876-7870 Call or Text
General Questions / Inquiries	Administrative Team of 9		(858) 602-3470 Live Agents
Emergency After Hours		**Submitting Online Mainenance with pictures RECOMMENDED**	(858) 876-7870 Call or Text
For maintenance inquiries, please log into your AppFolio account and submit a Maintenance Request. This is the quickest and most efficient way to serve you on maintenance related issues. You can log into your AppFolio account at https://menashoa.appfolio.com/connect/.			

Making payments is now done for free with one click through the E-Check optioin. If you want to send in payments please send to our head office at the address listed below. Please note that Personal Checks or Money Orders (Bill Payments) sent directly from your Bank is discouraged as it opens up a chance for these checks to be lost. If you must send in your payment by mail do so to the address below and clearly write your address in the Memo.

C/O Diversified Association Management
(26020 Acero Suite 100, Mission Viejo CA 92691)

If you would like to receive a paper statement via mail each month, please email ar@diversifiedhoa.com but we encourage you to retrieve this information off your owner portal so that you save your community the high cost of Postage and office supplies.

Login Instructions to your Owner Portal

1. **How to Log Into your own secure Online Portal:**
   - Open the initial Activation Email that will be sent to you and click on "Activate Now"
   - Create your OWN password and Set Up Payment – Select **"E-Check"** Option
   - ❌ **YOU DO NOT NEED TO INCLUDE ANY INSURANCE, VEHICLE INFORMATION.** This is just an additional feature of the software.
   - Download the "Appfolio Manager App" as it will be helpful to check on your account and make quick requests on the go:
   - Link: https://www.appfolio.com/help/owner-portal

2. **What can I use my Owner Portal For?**
   - **Maintenance Requests**: Time Stamped and dealt with LIVE by our Team
   - **SAFE**: No one sees your bank account other than you. Safest in the Industry.
   - **NO MORE LOST CHECKS OR DATA ENTRY ERRORS:** Once payments are set up online there is NO CHANCE of banking errors.
   - **ARCHITECTURAL REQUESTS:** Quick. Live. Looked at by Boards of Directors without need for paper copies or emails being sent. Built in ARC APPLICATION built into software
   - **EASY TO USE**: If you know how to TEXT someone you will master this software. It's that simple.
   - **COST SAVINGS:** for owners directly with unnecessary postage and indirect savings to all homeowners with lower costs of processing of manual checks and using up office supplies.

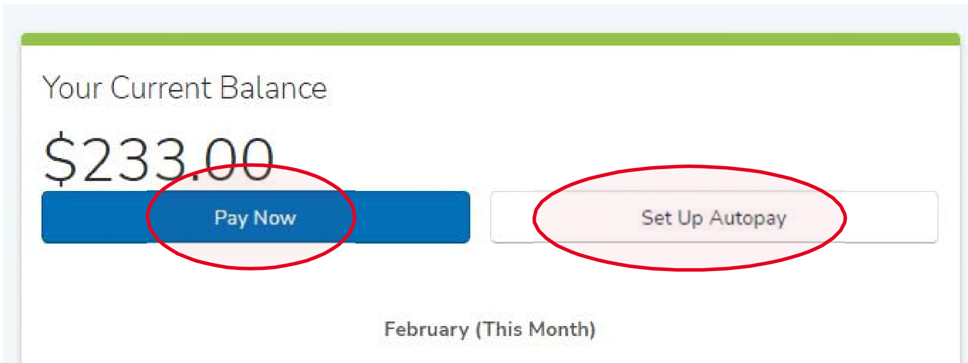
3. **If I am not good with Technology can someone help me get set up?**
   - Please text your address and email address to our live Texting Team: 858.876.7870. It will take 2 minutes to get set up.

4. **Can I make 1-time payments or does it have to be set up on Autopay?**
   - Yes you can make one time payments. It is up to you how you want to set up your autopay. E-Check option is free.
   - You can also opt in to receive paper statements each month by getting on our paper statement list. All youhave to do is let your Community Manager know and they will have you added.

Managed by Menas HOA Management
7592 Metropolitan Dive, Suite 401 San Deigo CA 92108
(858) 858-3470 | www.menas..com

How to Set up Payments on AppFolio

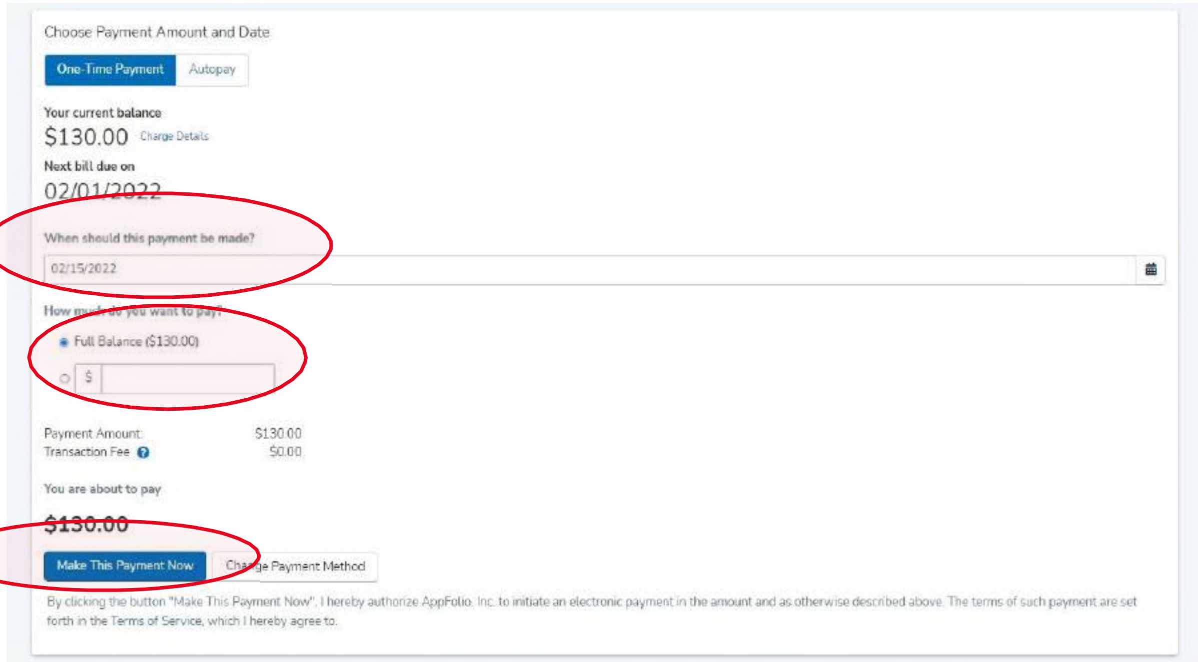
- After logging into your online portal, your landing page will show the amount due for the UPCOMING month's Dues. If you have a credit, this number will be negative.



Below are the steps to setting up payments whether they are one-time payments each month or automatic payments. I encourage setting up automatic payments so that you don't have to worry about being late or forgetting your dues are due.

One Time Payments:

1. Click on "Pay Now". You will get 2 options; to pay via card or via e-check. There are processing fees associated with card payments however the processing fee is waived when using an e-check.
2. After selecting your preferred payment method, you will be asked to input your information whether that is your card number or account/routing number. Once complete, click "Continue".
3. After selecting continue you will be given an option to choose the date the payment should be made and the option pay the full balance, or to choose the amount you want to pay. Once those options are selected, you may "Make This Payment Now". **Payments made after the 16th of each month may result in a late charge.**

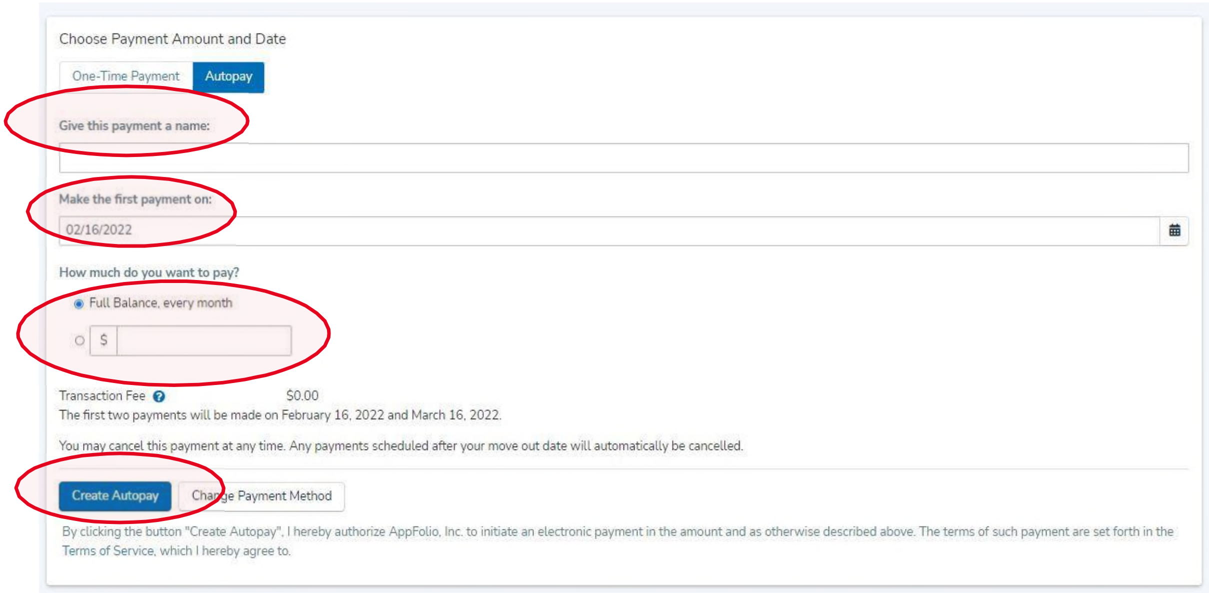


Automatic Payments:

1. Click on "Set Up Autopay". You will get 2 options; to pay via card or via e-check. There are processing fees associated with card payments however the processing fee is waived when using an e-check.

2. After selecting your preferred payment method, you will be asked to input your information whether that is your card number or account/routing number. Once complete, click "Continue".

4. After selecting continue you will be given an option to name the payment, choose the date the payment should be made **every month** and the option pay the full balance each month, or to choose the amount you want deducted each month. Once those options are selected, you may "Create Autopay". *Please note, you can cancel automatic payments at any time*. **Payments made after the 15th of each month may result in a late charge.**



- Please CANCEL your current Bill Payments that you have set up through your bank as those are physical checks mailed out and are delayed more so today than in the past
- We highly recommend that you DO NOT send your checks through USPS as there have been a rising case in lost checks. Your personal checks contain vital information that should be safeguarded and if this falls in the wrong hands it can lead to major issues for you.

If, however, you still prefer to make HOA payments via check, they can be sent to the following address:

26020 Acero Ste 100
Mission Viejo CA, 92691

We look forward to helping you and making your community a wonderful place to call home.

Sincerely,

MENAS HOA
MANAGEMENT
A DIVERSIFIED COMPANY

3256601

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Kirk Miller Insurance Agency, Inc. 10636 Scripps Summit Ct, Ste 110 San Diego, CA 92131-3965 (858) 400-4504	CONTACT NAME: Kirk Miller PHONE (A/C, No, Ext): 858-400-4504 FAX (A/C, No): 858-875-0667 E-MAIL ADDRESS: hoacerts@kirkmillerinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Avocado Village c/o Menas HOA Management 7592 Metropolitan Dr Ste 401 San Diego, CA 92108	INSURER A : Hanover American Insurance Co	36064
	INSURER B : Manufacturers Alliance Insurance Co	12262
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZY-H435830-05	11/20/2025	11/20/2026	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Crime			4125011290337Y(Lead)	11/20/2025	11/20/2026	$1,000,000	$2,500 Ded
B	Excess Crime			G7184013A-006 (Excess)	11/20/2025	11/20/2026	$ 100,000	
							Total Crime: $1,100,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

C/O Menas Realty Company, 3692 Avocado Village Court, La Mesa, CA 91941
10 days Notice of Cancellation for Non-Payment of Premiums, 30 Days Notice All Other Reasons.

CERTIFICATE HOLDER	CANCELLATION
Menas Realty Company 1st Mortgagee 7592 Metropolitan Drive Ste 401 San Diego, CA 92108 Loan Number: .	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Kk 7

MEMO

TO: Mortgage Processors and Unit Owners

FROM: Kirk Miller Insurance Agency, Inc.
10636 Scripps Summit Ct #110 San Diego, CA 92131-3965
HOAcerts@kirkmillerinsurance.com
CA DOI #0K05931

Master Insurance Policies include the following unless otherwise indicated on the Certificate of Insurance:

1) **Building Ordinance or Law Coverage / Contingent Liability**
2) **Separation of Insureds (Severability of Interests)**
3) **Property Management is included as an insured on;**
   a) **General Liability (CGL)**
   b) **Directors & Officers (D&O)**
   c) **Employee Dishonesty/Fidelity (Crime)**
4) **Property Coverage is Special Form/All-Risk and includes the following, unless otherwise indicated:**
   a) **Common areas**
   b) **100% Replacement Cost - indicative of a current Building Reconstruction Cost valuation.**
   c) **Wind/Hail - not subject to difference provisions.**
5) **Mechanical Breakdown (Boiler & Machinery) is included when indicated at the Building Limit.**
6) **Inflation Guard and Waiver of Subrogation included with Farmers/Truck Insurance Exchanges and Mid-Century.**
7) **Fidelity/Crime coverage is inclusive of Computer Fraud and Funds Transfer Fraud in compliance with §5806**
8) **Policy Cancellation Provisions:**
   There is a 10-day notice of cancellation for non-payment of premiums, and a 30-day notice of cancellation for all other reasons to the Association Insurance Trustee.

Other Information:

- **"GRC" means Guaranteed Replacement Cost (coinsurance waived)**
- **"AAV" means Agreed Amount Value (coinsurance waived)**
- **"RCV" means Replacement Cost Value (coinsurance does not apply when insured at 100%)**
- **"ERC" means Extended Replacement Cost**

Unit Owners Coverage Information (Coverage Per Governing Documents)

- **"AI" or "All-Inclusive" means walls-in coverage and *includes* betterments and improvements.**
- **"SE" or "Single-Entity" means walls-in coverage but *excludes* betterments and improvements.**
- **"BW" or "Bare-Walls" means unit interiors are excluded beyond unfinished surfaces.**
- **"PUD" or "Planned Unit Development" means common area coverage only.**

Our Agency will provide an insurance quote upon request at no charge for HO6 or HO3 policies. The necessary amount of coverage would be determined as a result of collaboration between the insurance agency and the client. The amount of insurance coverage determined in this manner may or may not be based on a percentage of the dwelling's appraised value.

To obtain this complimentary price opinion and quote, please send your request with the following information by email to support@kirkmillerinsurance.com with property appraisal including photos.