

BUYER DOES NOT NEED TO
SIGN/SUBMIT THE ATTACHED
DISCLOSURES WITH THE
PURCHASE AGREEMENT; THEY
ARE PROVIDED HEREIN FOR
INFORMATIONAL PURPOSES
ONLY TO BE REVIEWED BY
BUYER PRIOR TO MAKING AN
OFFER ON THE PROPERTY



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

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

Property Address: 445 Island Avenue #614, San Diego, CA 92101 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	846		CRS Data	<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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

Seller Adam Daniel Welchel adam.welchel (May 29, 2024 13:00 PDT) Date May 29, 2024
 Seller Kara Caryn Welchel Kara Caryn Welchel (May 29, 2024 13:11 PDT) Date May 29, 2024

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

Buyer _____ Date _____
 Buyer _____ Date _____

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SFLS 12/20 (PAGE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY (SFLS PAGE 1 OF 1)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
 (CALIFORNIA CIVIL CODE § 1102, ET SEQ.)
 (C.A.R. Form TDS, Revised 6/23)

This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for all units (or only unit(s) _____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Diego
 _____, COUNTY OF San Diego, STATE OF CALIFORNIA,
 DESCRIBED AS 445 Island Avenue #614, San Diego, CA 92101

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 06/15/2024. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: _____

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller **is** **is not** occupying the property.

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

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Range
<input checked="" type="checkbox"/> Oven
<input checked="" type="checkbox"/> Microwave
<input checked="" type="checkbox"/> Dishwasher
<input type="checkbox"/> Trash Compactor
<input checked="" type="checkbox"/> Garbage Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups
<input type="checkbox"/> Rain Gutters
<input type="checkbox"/> Burglar Alarms
<input checked="" type="checkbox"/> Carbon Monoxide Device(s)
<input checked="" type="checkbox"/> Smoke Detector(s)
<input checked="" type="checkbox"/> Fire Alarm
<input type="checkbox"/> TV Antenna
<input type="checkbox"/> Satellite Dish
<input type="checkbox"/> Intercom
<input checked="" type="checkbox"/> Central Heating
<input checked="" type="checkbox"/> Central Air Conditioning
<input type="checkbox"/> Evaporator Cooler(s)
Exhaust Fan(s) in <u>Bathroom</u>
<input type="checkbox"/> Gas Starter _____
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Wall/Window Air Conditioning
<input checked="" type="checkbox"/> Sprinklers
<input checked="" type="checkbox"/> Public Sewer System
<input type="checkbox"/> Septic Tank
<input type="checkbox"/> Sump Pump
<input type="checkbox"/> Water Softener
<input type="checkbox"/> Patio/Decking
<input checked="" type="checkbox"/> Built-in Barbecue <u>HOA</u>
<input type="checkbox"/> Gazebo
<input type="checkbox"/> Security Gate(s)
<input checked="" type="checkbox"/> Garage:
<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached
<input type="checkbox"/> Carport
<input checked="" type="checkbox"/> Automatic Garage Door Opener(s)
<input checked="" type="checkbox"/> Number Remote Controls <u>1</u>
<input type="checkbox"/> Sauna
<input checked="" type="checkbox"/> Hot Tub/Spa:
<input type="checkbox"/> Locking Safety Cover
220 Volt Wiring in <u>Dryer</u>
<input type="checkbox"/> Roof(s): Type: <u>Unknown</u> | <input checked="" type="checkbox"/> Pool:
<input checked="" type="checkbox"/> Child Resistant Barrier
<input checked="" type="checkbox"/> Pool/Spa Heater:
<input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric
<input type="checkbox"/> Water Heater:
<input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric
<input checked="" type="checkbox"/> Water Supply:
<input checked="" type="checkbox"/> City <input type="checkbox"/> Well
<input type="checkbox"/> Private Utility or Other _____
<input checked="" type="checkbox"/> Gas Supply:
<input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)
<input checked="" type="checkbox"/> Window Screens
<input type="checkbox"/> Window Security Bars
<input type="checkbox"/> Quick Release Mechanism on Bedroom Windows
<input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures
Fireplace(s) in <u>N/A</u>
Age: <u>unknown</u> (approx.) |
|---|--|--|

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes/ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

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TDS REVISED 6/23 (PAGE 1 OF 3)

Seller's Initials AS / KCU

Buyer's Initials _____ / _____



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

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes/ No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)
If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): 2, 12, 13, 14.
Property Shares walls, Common Features, Has CC&R's + HOA. 11. Property is in the Gaslamp Quarter with traffic, events, restaurants, and other urban noises.

- 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: [Signature] Date: 6/15/2024
 Seller: [Signature] Date: 6/15/2024
 Adam Daniel Welchel
 Kara Caryn Welchel



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) Berkshire Hathaway HomeServices By Gregg R Neuman Date 6/15/24

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

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

Agent (Broker Obtaining the Offer) By Date

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 Adam Daniel Welchel Date 6/15/24 Buyer Date

Seller Kara Caryn Welchel Date 6/15/24 Buyer Date

Agent (Broker Representing Seller) Berkshire Hathaway HomeServices By Gregg R Neuman Date 6/15/24

Agent (Broker Obtaining the Offer) By Date

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

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

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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/23)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 445 Island Avenue #614, Assessor's Parcel No. 535-085-12-77, situated in San Diego, County of San Diego California ("Property").

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

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. 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 of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller Yes No

Note: If yes, provide any such documents in your possession to Buyer.

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

- A. Within the last 3 years, the death of an occupant of the Property upon the Property Yes No
(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 No
- D. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) Yes No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No



- H. Insurance claims affecting the Property within the past 5 years Yes No
- I. Matters affecting title of the Property Yes No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
- K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No

Explanation, or (if checked) see attached; H. Insurance Claim due to loss of Power for Food Thanksgiving 2019

7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
- D. Any part of the Property being painted within the past 12 months Yes No
- E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank)..... Yes No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) Yes No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: A/B. LED Light Bulbs, All Appliances, Motorized Shades, Faucets / Kitchen Sink, Nest & temperature sensors, light fixture, under counter lights - D. Kitchen & Bathroom

8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
- C. An alternative septic system on or serving the Property Yes No
- D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) Yes No
 - (1) If Yes to D, has the ADU received a permit or other government approval Yes No
 - (2) If Yes to D, are there separate utilities and meters for the ADU Yes No

Explanation: A. HVAC Replaced 2019

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property... Yes No
- C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: A. Above Kitchen Ceiling, water intrusion due to leak on 4th floor hallway shut-off valve. Repairs handled by HOA.

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

- A. Past or present pets on or in the Property Yes No
- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No

If so, when and by whom _____

Explanation: A. Dogs & Cats residing in property



12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: B. Property is a Condo with shared features.

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
- B. Operational sprinklers on the Property Yes No
 - (1) If yes, are they automatic or manually operated.
 - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
- C. A pool heater on the Property Yes No
 - If yes, is it operational? Yes No
- D. A spa heater on the Property Yes No
 - If yes, is it operational? Yes No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No

Explanation: E. Common Area Planters being repaired

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

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision.... Yes No
- B. Any Homeowners' Association (HOA) which has any authority over the subject property..... Yes No
- C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
- D. CC&R's or other deed restrictions or obligations Yes No
- E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No
- F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No
 - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No
 - (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No

Explanation: Property is a Condo with an HOA. E. Current litigation between Commercial property owner and HOA.

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

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest Yes No
- B. Leases, options or claims affecting or relating to title or use of the Property Yes No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... Yes No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. Yes No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No

Explanation: C. See 14 E above. D. Property is a Condo with shared Features.



16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Explanation: A. Property is in the Gaslamp Quarter with urban noises and functions.

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property..... Yes No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No
- J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property Yes No

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present Yes No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
- D. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation: _____

19. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller *[Signature]* **Adam Daniel Welchel** Date 6/15/2024
 Seller *[Signature]* **Kara Caryn Welchel** Date 6/15/2024

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

Buyer _____ Date _____
 Buyer _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE ADDENDUM

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

Seller: Adam Daniel Welchel, Kara Caryn Welchel Date: 06/15/2024

Property Address: 445 Island Avenue #614, San Diego, CA 92101 ("Property").

This form is for use with C.A.R.'s Seller Property Questionnaire (SPQ). It must not be used without the SPQ. The headings below duplicate those of the SPQ to facilitate concurrent use. It is urged that the two forms be placed side by side and the questions under the same heading be completed on both forms at the same time. **The paragraphs below are numbered to assist you in comparing to the SPQ.** If you do not understand how to answer a question, or what to disclose 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.

(SPQ 5) V. SELLER AWARENESS

Check the appropriate response for each question. For each YES checked, give an explanation on the lines provided below. If there is insufficient space, use the "ADDITIONAL INFORMATION" section on page 5 of this Addendum or attach an additional sheet.

(SPQ 6) A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED

(SPQ 7) B. REPAIRS AND ALTERATIONS

Copy Documents

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

(SPQ 8) C. STRUCTURAL, SYSTEMS AND APPLIANCES

Roof

ARE YOU (SELLER) AWARE OF...

1. Are you aware of any roof leak during your ownership? Yes No
2. Are you aware if the roof at any time has been repaired _____, replaced _____, resurfaced? _____
3. If yes, provide an explanation, approximate date, and the name of the person or company that performed the work _____

4. Was there a guarantee or warranty on the work and/or materials? ~~Yes No~~
5. If yes, state when this was provided _____ by whom _____ for what period of time _____
6. Provide a copy of the guarantee/warranty.
7. Are you aware of any gutters and downspouts? Yes No
8. If yes, are you aware of holes or rust in the gutters and downspouts? Yes No
9. Is the drainage water directed away from the structure? Yes No

Other

1. Are you aware of any hardwood floors? Bamboo Yes No
2. Are you aware of any exterior wall or ceiling without insulation? Yes No
3. For Yes answers to questions 1 and 2, use Section O at the end of this Addendum to specify the rooms.

Buyer acknowledges receipt of copy of this page, which constitutes Page 1 of 6 pages.

Buyer's Initials (____)(____) Date: _____ Seller's Initials (ADW)(KCW) Date: 6/15/2024

Published and distributed by:

Greater San Diego Association of REALTORS®

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Tel: 858-715-8000 Web: www.sdar.com

Revision Date: January 2023

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA Page 1 of 6)

Berkshire Hathaway HomeServices California Properties 516 5th Avenue San Diego, CA 92101

Phone: 619-595-7025

Fax: 619-702-9004

445 Island Avenue

Gregg Neuman

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

www.lwolf.com

Property Address/Parcel Number(s): 445 Island Avenue #614, San Diego, CA 92101

D. LEASED OR FINANCED ITEMS AND SYSTEMS

ARE YOU (SELLER) AWARE OF...

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

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

- 2. Type of Item and/or System
(a) Water Softening, Filtration or Treatment System [] Yes [] No
(b) Alarm System [] Yes [] No
(c) Solar Panels/System [] Yes [] No
(d) Propane Tank [] Yes [] No
(e) Other Item or System (explain) _____

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

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

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

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

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

(SPQ 9) E. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT

Insurance Claims

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware of any insurance claim regarding the property beyond the five-year period referred to in 6.H of the SPQ? [] Yes [X] No
2. If yes, state in Section O at the end of this Addendum the date of the claim, the nature of the claim, what repairs or other work was performed, by whom, and the cost of the work.
3. Attach a copy of any documents reflecting these claims and the work performed.

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

Buyer's Initials () () Date: _____ Seller's Initials (AW) (Kew) Date: 6/15/2024

(SPQ 10) F. WATER-RELATED AND MOLD ISSUES

(SPQ 11) G. PETS, ANIMALS AND PESTS

(SPQ 12) H. BOUNDARIES, ACCESS AND PROPERTY USED BY OTHERS

Fences

ARE YOU (SELLER) AWARE OF...

- 1. Is the property fenced? Yes No
- 2. If yes, state where: Sides _____ Back _____ Front _____
- 3. Which owner built the fence(s)? _____
- 4. Who maintains the fence(s)? _____
- 5. Are you aware if fences are located: within property lines _____ within the neighbors' property _____ on the line _____ not sure _____

Overhangs

Are you aware if your or your neighbor's roof, trees or shrubs overhang any property line? Yes No
 If yes, please explain in Section O at the end of this Addendum.

(SPQ 13) I. LANDSCAPING, POOL AND SPA

Standing Water

ARE YOU (SELLER) AWARE OF...

Are you aware of any standing or ponding water after rainfalls, watering or around sprinklers? Yes No
 If the answer is yes, specify where in Section O at the end of this Addendum.

(SPQ 14) J. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS

Condo Conversion

ARE YOU (SELLER) AWARE OF...

Are you aware if this complex is a conversion from apartments to condominiums? Yes No

Parking

- 1. Give the number, location, and type of parking space(s) assigned to the property: 1,
P3 assigned
- 2. Do you: ~~own~~ rent _____ lease _____ your parking space (s)?
- 3. What is your parking space(s) assignment number? 320
- 4. What is the cost of the parking space(s)? zero

Storage

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

Modifications to your unit

- 1. Have you, or are you aware of a prior owner who has, constructed or modified a patio, balcony, fence or other part of this home? Yes No
- 2. Are you aware if this work was done with the homeowners' association's approval? ~~Yes No~~
- 3. If yes, please provide a copy of homeowners' association (HOA) approval, if applicable and available.

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

Buyer's Initials (____) (____) Date: _____ Seller's Initials (AW) (KW) Date: 6/15/2024

Property Address/Parcel Number(s): **445 Island Avenue #614, San Diego, CA 92101**

Other common interest/condominium questions

- 1. Are you aware of any current violations of restrictions in your unit or in the common area?
If yes, please explain in Section O at the end of this Addendum. Yes No
- 2. Are you aware of any significant defect/malfunction in the common area?
If yes, please explain in Section O at the end of this Addendum. Yes No

(SPQ 15) K. TITLE, OWNERSHIP AND LEGAL CLAIMS

Additional Questions

ARE YOU (SELLER) AWARE OF...

- 1. Have you received any compensation in litigation or settlement, involving any issue related to the property?
If yes, what related repairs were completed or other action was taken?
(Use Section O at the end of this Addendum.) Yes No
 ~~Yes No~~
- 2. Is the property leased, subject to an option to purchase or first right of refusal? Yes No
- 3. Are any of the items listed in Section A of the Real Estate Transfer Disclosure Statement rented or leased, rather than owned, by you? (Examples: water softener, security system.)
If yes, list the items in Section O at the end of this Addendum.
(Note: Buyer may not be obligated or authorized to assume Seller's lease(s).
Seller and Buyer must determine the disposition of leased items.) Yes No

(SPQ 16) L. NEIGHBORHOOD

ARE YOU (SELLER) AWARE OF...

- 1. Any current or proposed construction that will affect existing views? Yes No
- 2. Any current or proposed construction, near the property, of public or private facilities, such as highways, high-rise buildings or commercial development? Yes No
- 3. Any dumps, toxic or waste disposal sites, airports, prisons, mines, gravel pits or other such facility in or near the neighborhood? Yes No
- 4. Any conditions on adjacent or neighborhood properties such as unstable soils, cracked slabs, poor drainage, which may affect the value or desirability of the property? Yes No
- 5. Any obnoxious odors? Yes No
- 6. Any high voltage power lines on or near the property? Yes No
- 7. Any high pressure gas lines on or near the property? Yes No

(SPQ 17) M. GOVERNMENTAL

Special Regulation

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware if any part of the property is subject to special governmental regulation, such as hillside review, slope restrictions, open space or special set back requirements? Yes No
- 2. Are you aware of the release of any illegal or controlled substance on or beneath the property? Yes No

N. OTHER

Prior Transaction Disclosures

ARE YOU (SELLER) AWARE OF...

- 1. Are you aware of any disclosures or reports from your purchase of the Property, including but not limited to the Real Estate Transfer Disclosure Statement? Yes No
- 2. If so please provide a copy, or if not in your possession, explain. _____

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

Buyer's Initials (____) (____) Date: _____ Seller's Initials (*AKW*) Date: *6/15/2024*

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 4 OF 6)

Property Address/Parcel Number(s): 445 Island Avenue #614, San Diego, CA 92101

Multi-family property

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

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

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

O. ADDITIONAL INFORMATION

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

SPQ 13 I periodic water standing on P3 Southside (J Street Side)
of parking garage.

Use an additional sheet if necessary.

Seller Acknowledgement:

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

Seller: 
Adam Daniel Welchel

Date: 6/15/2024

Seller: 
Kara Caryn Welchel

Date: 6/15/2024

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

Buyer's Initials (____)(____) Date: _____ Seller's Initials (AD)(KCW) Date: 6/15/2024

BUYER'S LEGAL DUTY TO EXERCISE REASONABLE CARE

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

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

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

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

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

BUYER ACKNOWLEDGEMENT

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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

OFFICE USE ONLY
Reviewed by Broker or Designee: _____
Date: _____

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

Buyer's Initials (____)(____) Date: _____ Seller's Initials (*AKW*) (*KW*) Date: 6/15/2024

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 6 OF 6)

Allen Theweny
direct: (619) 961-4813
atheweny@hbblaw.com

Haight Brown & Bonesteel LLP
402 West Broadway
Suite 1850
San Diego, California 92101
619.595.5583
619.595.7873 fax
www.hbblaw.com

April 4, 2024

Re: Litigation Disclosure: In Re HPC Gaslamp City Square LLC v. Gaslamp City Square Property Owners' Association, Status of Litigation
Insured: Gaslamp City Square Property Owners' Association

To Whom It May Concern:

Please allow this to serve as a disclosure regarding the certain pending litigation entitled *HPC Gaslamp City Square LLC v. Gaslamp City Square Property Owners' Association* currently pending in San Diego Superior Court, Case No. 37-2022-00015248-CU-BC-CTL. A single commercial owner filed litigation regarding the commercial assessment allocation. This litigation has been pending since April 2022. Gaslamp City Square Property Owners' Association ("POA") tendered this claim to the POA's insurance carrier and the association is being defended pursuant to the terms of insurance. The Association is being defended by corporate counsel Michael C. Parme and Allen Theweny of Haight Brown & Bonesteel, LLP. **The amount demanded by Plaintiff is less than the applicable limits of insurance.** Further information is available through the Court's publicly available register of actions.

Very truly yours,



Allen Theweny
Haight Brown & Bonesteel LLP

Michael C. Parme
direct: (619) 961-4809
mparme@hbblaw.com

Haight Brown & Bonesteel LLP
402 West Broadway
Suite 1850
San Diego, California 92101
619.595.5583
619.595.7873 fax
www.hbblaw.com

May 31, 2024

To: Owners of Units at Gaslamp City Square

Re: **Litigation with HPC Gaslamp Square LLC**
HPC Gaslamp Square LLC v. Gaslamp City Square Property Owners'
Association, San Diego Superior Court Case No. 37-2022-00015248

To Whom It May Concern:

On May 30, 2024, HPC Gaslamp Square LLC (HPC) – the commercial owner of retail and restaurant units on the ground floor and parking garage – circulated correspondence that contains statements that are misleading, devoid of context, and untruthful with the objective of advancing its own financial interests.

The allegations levied against Gaslamp City Square Property Owners' Association (POA) are made without evidence or context to a community that has witnessed first-hand as HPC has allowed its unoccupied commercial spaces to fall into disrepair, taken the extreme measure of refusing to pay any assessments since December 2023 to the detriment of the community, and all while neglecting issues of importance to the community such as health and safety in the parking garage.

It is notable that HPC's letter is silent as to the current POA Board's record of fiscal responsibility, preventative maintenance, and project implementation, in particular, restoring functionality to critical building systems.

HPC filed the above referenced lawsuit in 2022 because it disagreed with the commercial assessment allocations that are established in the Covenants, Conditions, & Restrictions (CC&Rs). Between 2013-2021, HPC was the beneficiary of assessment reductions enacted pursuant to an alleged agreement signed in 2012. These assessment reductions, undisclosed to residential membership, contributed to pushing the POA to the brink of insolvency. Since 2021, the POA has relied on advice of counsel as to how commercial assessment allocations are to be calculated. **The POA maintains the alleged agreement was unlawful and void for myriad reasons, among them, the lack of required vote by membership and lack of any record of a vote on the alleged agreement in any meeting minutes.**

The POA's legal counsel has opined the Court's April 26, 2024 ruling is contrary to California law. In advance of the Court's ruling, the POA successfully advocated for its insurer

Gaslamp City Square Property Owners' Assoc.
Page 2

to retain an appellate specialist. The POA's Petition for Writ of Mandate will be filed in the coming days, which asks the Court of Appeal to intervene and reverse the lower court's decision. As forecasted in the POA's May 25, 2024 posted notice and May 28, 2024 electronic notice, the Board will schedule a litigation Town Hall once the appeal is filed and provided to the POA. Legal counsel will be present to address questions and concerns from members.


The POA maintains insurance for handling the claims at issue, and the above lawsuit was appropriately and promptly tendered to the POA's insurer for handling. This litigation will not conclude until all appellate remedies have been exhausted. Any statements regarding the outcome or impact of the litigation as it relates to insurance or costs are not factual, but rather pure supposition based on speculation by HPC or its counsel.

Moreover, it is notable the POA's Board has been vigilant in taking additional actions to protect the interests of the community. It has retained insurance coverage counsel to advise and, based upon evidence obtained through the litigation process, is presently exploring all avenues for legal recourse beyond the aforementioned lawsuit **based on the considerable evidence of unlawful conduct undertaken by third parties that may have caused or contributed to damage to the POA.**

While our office (as well as two other law firms involved in the defense) disagrees with the Court's recent ruling, it is reasonable to conclude HPC's letter is intended to intimidate owners and cast negative aspersions on the POA's decision-making. Rather than speculate about motivations regarding the timing of HPC's disinformation campaign, such as the fact HPC just recently listed its commercial holdings for sale and is weary of an appellate court independently reviewing the lower court judge's decision, it will suffice to say the POA's Board has worked diligently, promptly, and cooperatively with its insurers, attorneys, and vendors concerning all matters related to HPC. Any suggestion to the contrary by HPC is unfounded and should be treated with skepticism.

In the coming weeks, additional information will be made available to members through the POA Board. Rest assured, with full cooperation and engagement from the POA Board, our office is exhausting every means available to obtain a just result as it relates to the aforementioned lawsuit and unrelated disputes concerning HPC.

Very truly yours,



Michael C. Parme
Haight Brown & Bonesteel LLP