



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 San Diego, COUNTY OF San Diego, STATE OF CALIFORNIA, DESCRIBED AS 1124 Eureka St Apt 28, San Diego, CA 92110

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 11-14-2024. 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:
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 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)
Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.
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, 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, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures
Exhaust Fan(s) in, 220 Volt Wiring in, Fireplace(s) in, Gas Starter, Roof(s): Type: Shingles, Age: 1 Year (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):
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

(*see note on page 2)

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Property Address: 1124 Eureka St Apt 28, San Diego, CA 92110 Date: 11-14-2024

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.
 Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
 Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components
(Describe: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

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

*Installation of a listed appliance, device, 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.): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating

2) Property is a condo, party walls present. 12) Please see CC&R's document attached.

13/14) HOA name: Valley House phone number: (833) 462-3627 main fee: \$611.00 Paid monthly.

Please see attached for HOA-related expenses provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information.

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke 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.
Authorized signer on behalf of _____
Seller Megan Meyer Opendoor Property Trust I Date 11-14-2024
Seller _____ Date _____

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III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Charmaine Frank Date 11-14-2024
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

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

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

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

Seller Megan Meyer Date _____ Buyer _____ Date _____
Authorized signer on behalf of
Seller _____ Opendoor Property Trust I Date 11-14-2024 Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Charmaine Frank Date 11-14-2024
(Please Print) (Associate Licensee or Broker Signature)

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

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

A REAL ESTATE BROKER 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 6/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed.

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE.

Seller makes the following disclosures with regard to the real property or manufactured home described as 1124 Eureka St Apt 28, San Diego, CA 92110, Assessor's Parcel No. 436-592-08-28, 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.

2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Answer based on actual knowledge and recollection at this time.

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

4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. Note: If yes, provide any such documents in your possession to Buyer.

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 (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.) C. The release of an illegal controlled substance on or beneath the Property D. Whether the Property is located in or adjacent to an "industrial use" zone (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 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.) G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision H. Insurance claims affecting the Property within the past 5 years I. Matters affecting title of the Property J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3



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- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums Yes No
 - L. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
- Explanation, or (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

G) Property is part of HOA.

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

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
 - B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
 - C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
 - D. Any part of the Property being painted within the past 12 months Yes No
 - E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... Yes No
 - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) Yes No
 - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
 - F. Whether you purchased the property within 18 months of accepting an offer to sell it..... Yes No
 - (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... Yes No
- Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$500 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 and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or (if checked) see attached: D) Interior painting done for the property as needed.

E) Home was built prior to 1978 - See lead Based Paint Addendum. F) See attached renovation summary.

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

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

Explanation: A. Installed a new pre-hung 2-4 6 panel interior door. Replaced missing section of base in floors. Replaced GFCIs outlet in master bathroom and downstairs bathroom.

Roof leaks see section 10 A.

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

Explanation: A) Previous seller indicates roof leak on ceiling and HOA has replaced the roof - details unknown.

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

- A. Past or present pets on or in the Property Yes No

SPQ REVISED 6/24 (PAGE 2 OF 4)

Buyer's Initials

Seller's Initials

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New Forms



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- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
If so, when and by whom _____
Explanation: _____

- 12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...**
A. Surveys, easements, encroachments or boundary disputes Yes No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... Yes No
C. Use of any neighboring property by you Yes No
Explanation: _____

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

- 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: B. Property is part of HOA. D. Please see CC&R's document attached. F. Contact HOA for specific guidelines and requirements.

- 15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...**
A. Other than the Seller signing this form, any other person or entity with an ownership interest 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: D) Property is a condo, party walls present.



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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
B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property

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
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property
C. Existing or contemplated building or use moratoria that apply to or could affect the Property
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
E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals
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
G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property
H. Whether the Property is historically designated or falls within an existing or proposed Historic District
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
J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property

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
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
C. Whether the Property was originally constructed as a Manufactured or Mobile home
D. Whether the property is tenant occupied
E. Whether the Property was previously tenant occupied even if vacant now
If yes, disclose if you know the method or manner of how the tenancy ended.

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
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.

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

Authorized signer on behalf of
Seller Megan Meyer Opendoor Property Trust I Date 11-14-2024
Seller Date

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

Buyer Date
Buyer Date

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SPQ REVISED 6/24 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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

New Forms



Property Renovation Summary

Opendoor

1124 Eureka St Apt 28, San Diego, CA 92110

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

Description	Contractor	Contractor Information
Refinished the tub/shower tile. Installed a new pre-hung 2-4 6 panel interior door. Repainted the Interior home.	DL Storm Enterprises Inc	DL Storm Enterprises Inc - SAN dlstormconstruction@gmail.com (949) 279-0944

Recording requested by
and when recorded return to:
SYDNEY S. XINOS 1400 Sixth Avenue,
Suite 200 San Diego, California 92101

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November 6, 1979

FILE/PAGE NO. 79-485907
BOOK 1215
RECORDED REQUEST 67

National American Title Ins. Co.
NOV 16 4 20 PM '79

OFFICIAL RECORDS
RECORDER
SAN DIEGO COUNTY, CALIF. 24.00

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this 16th day of November 1979, by WOLF PROPERTIES, a California Corporation hereinafter called "Declarant;"

This Declaration is made with reference to the following

RECITALS:

- A. Declarant is the owner of that certain real property located in the City of San Diego, California, more particularly described in Article I, Section 3 hereof, and hereinafter called the "Condominium Property".
- B. Declarant has or will hereafter file a Condominium Plan with the Office of the County Recorder of San Diego County, California, covering the Condominium Property.
- C. Declarant has or intends to establish a condominium project under the provisions of the California Condominium Act providing for separate title to Living Units (as hereinafter defined) appurtenant to which will be an undivided fractional interest in the Condominium Property other than the Living Units.
- D. The development on the Condominium Property consists of 46 Living Units. The Owners of a Condominium will receive title to the Living Unit plus an undivided 1/46 fractional interest as tenant in common in the Common Area (as hereinafter defined). Each Condominium shall have appurtenant to it a Class A membership in VALLEY HOUSE PROPERTY OWNERS ASSOCIATION, a California corporation not for profit ("Association"), which will be the management body for the Condominium project.
- E. Before selling or conveying any interests in the Condominium Property Declarant desires to subject the Condominium 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 Condominium Property.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of all of the Condominium Property described above and has fixed and does hereby fix the following protective covenants, conditions and restrictions upon each and every ownership interest in the Condominium Property described above, under which said covenants, conditions and restrictions each ownership interest in the Condominium Property shall be hereafter held, used, occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of said covenants,

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conditions and restrictions are for the purpose of protecting the value and desirability of and shall inure to the benefit of all of the Condominium Property described above and shall run with and be binding upon and pass with the Condominium Property and each and every ownership interest therein shall inure to the benefit of, apply to, and bind the respective successors in title or interest of Declarant.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VALLEY HOUSE PROPERTY OWNERS ASSOCIATION, a California Corporation not for profit, and its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Condominium Property" shall mean and refer to that certain real property located in the City of San Diego, County of San Diego, California, described as follows:

Lot 1 of Valley House in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 9459, filed in the Office of the County Recorder of San Diego County on November 16, 1979.

Section 4. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Condominium which is a part of the Condominium Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Condominium Plan" shall mean and refer to the Condominium Plan recorded pursuant to California Civil Code Section 1351 covering the Condominium Property, including such amendments thereto as may from time to time be recorded.

Section 6. "Condominium" shall mean and refer to a fee simple estate in the Condominium Property as defined in Section 738 of the California Civil Code and shall consist of a separate interest in a Living Unit and an undivided fractional interest as tenant in common in the Common Area.

Section 7. "Living Unit" 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 Unit: 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 Unit.

Section 8. "Common Area" shall mean and refer to all portions of the

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Condominium Property not located within a Living Unit.

Section 9. "Exclusive Use 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 Parking Spaces.

Section 10. "Declarant" shall mean and refer to Wolf Properties, a California Corporation, along with its successors and assigns.

Section 11. "Mortgage" shall mean and refer to a Deed of Trust as well as a mortgage.

Section 12. "Mortgagee" shall mean and refer to a beneficiary under or holder of a Deed of Trust as well as a mortgagee.

Section 13. "Bylaws" shall mean and refer to the Bylaws of the Association as they may from time to time be amended.

Section 14. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may from time to time be amended.

Section 15. "Boundaries" In interpreting deeds and plans, the then existing physical boundaries of a Living Unit 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 16. "Parking Space" shall mean and refer to those portions of the Condominium Property shown and described as such on the Condominium Plan.

Section 17. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

Section 18. "Project" shall mean and refer to the entire condominium property above-described, including all structures and improvements erected or to be erected thereon.

Section 19. "Declaration" shall mean and refer to this enabling Declaration of Restrictions.

Section 20. "Common Expense" means and includes the actual and estimated expenses for operating the Condominium Property and reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Condominium Documents.

Section 21. "Condominium Building" shall mean a residential structure containing condominium Living Units.

Section 22. "Condominium Documents" means and includes the Declaration as it may be amended from time to time, the exhibits, if any, attached thereto, the Articles, the Bylaws, and the rules and regulations for the members as

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established from time to time by the Board and the Condominium Plan.

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ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. 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 promptly, fully and faithfully to comply with and conform to the Articles and Bylaws and the rules and regulations adopted thereunder from time to time by the Board and officers of the Association.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the Condominium to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance 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 Living Unit, the Association shall have the right to record the transfer upon its book and thereupon the old membership outstanding in the name of the seller shall be null and void.

The Association shall have two classes of voting membership:

Class A. Class A members shall all be owners of a Condominium with the exception of Declarant, and shall be entitled to one (1) 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 (1) vote be cast with respect to any Condominium.

Class B. The Class B member (s) shall be the 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 any of the following events, whichever occurs earlier:

- (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 the original issuance by the California Department of Real Estate of the Final Subdivision Public Report for the development of the Condominium Property.

Section 2. Except as otherwise provided herein, any provision calling for membership approval of action to be taken by the Association shall require the assent of fifty-one percent (51%) of each class of members of the Association existing at the time of such action. If the proposed action is favored by a majority of the votes cast at a membership meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, the written approval of members (resulting in a net fifty-one percent (51%)) who were not present in person or by proxy must give the assent in writing prior to such

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action being approved.

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Except as provided in Article XIII, Section 7, herein, where the written assent of each class of membership is required as a prerequisite to the initiation of action by or in the name of the Association, any requirements elsewhere that the vote of the Declarant shall be excluded in any such determination shall not be applicable.

Section 3. Except as otherwise provided herein, the Association acting through the Board and Officers shall have the sole and exclusive right and duty to manage, operate, control, 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 of Restrictions, the Articles and the Bylaws.

Section 4. 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 after appropriate notice and an opportunity for a hearing before the Board and a two-thirds (2/3) vote of approval by the Board to cover the expense incurred by the Association in removing such property and storing or disposing thereof. The Board may suspend the voting rights and the 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 the 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.

Section 5. For the purpose of performing the maintenance of the Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right, after reasonable notice to the Owner, to enter any Living Unit, or upon any portion of the Common Area at reasonable hours. Except on occasion of emergency, there shall be no entry into a Living Unit without the Owner's written consent. When there is an entrance into any Living Unit such entrance shall be made with as little inconvenience to the Owner as possible and any damage caused shall be repaired by the Association.

Section 6. In discharging their duties and responsibilities, the Board acts on behalf of and as representative of the Association which acts on behalf of and as representative of the Owners, and no member thereof shall be individually or personally liable or obligated for the performance or failure of performance of such duties or responsibilities unless he fails to act in good faith.

ARTICLE III

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COVENANT FOR MAINTENANCE TO ASSOCIATION

Section 1. 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 agrees to pay to the Association: (1) regular assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The regular assessments shall be for the purpose of operating, maintaining, and repairing the Common Area, paying the necessary expenditures of the Association as provided in the Bylaws and this Declaration, and establishing an operating reserve fund for maintenance, repairs, and replacement of those common elements that must be replaced on a periodic basis. The regular 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 bona fide and for value successors in title unless expressly assumed by them. No Owner of a Condominium may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of all of of 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. Until January 1st of the year immediately following conveyance of the first Condominium to an Owner, the maximum annual regular assessment shall be \$500.64 per one-bedroom Living Unit, \$576.72 per two-bedroom Living Unit, and \$636.48 per three-bedroom Living Unit. (See Section 6 herein).

(i) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual regular assessment may be increased each year by not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership of the Association.

(ii) From and after January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual regular assessment may be increased more than twenty percent (20%) above the maximum assessment for the previous year by the vote or written assent of fifty-one percent (51%) or more of each class of members of the Association.

The Board may fix the annual regular assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual regular 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,

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the cost of any construction, reconstruction, repair or replacement of a capital 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%) or more of each class of members of the Association.

Section 5. Any action authorized under Sections 3 or 4 above shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum for such meeting shall be fifty-one percent (51%) of each Class of members of the Association. 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 (1/2) 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%), members who were not present in person or by proxy may give their assent in writing; provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Both regular assessments and special assessments shall be assessed to and paid by the condominium owners equally except for: insurance, gas for domestic hot water, domestic water, and reserves for paint, roof repair and water heater replacement; assessments for the above items shall be pro-rated according to individual living unit sizes and shall conform with the pro-ratio schedule attached to the final budget. Both regular and special assessments may be collected on a monthly basis or otherwise as determined by the Board. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest at the rate of six percent (6%) per annum from the due date until paid.

Section 7. The regular assessments provided for herein shall commence as to all Condominiums covered by this Declaration on the first day of the month following the conveyance of the first Condominium to an individual Owner. The Board shall determine and fix the amount of the annual regular assessment against each Condominium at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish 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 8. 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) and interest which have accrued thereon, the amount of any assessments relating to such Condominium which are 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. In

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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) 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. 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) and interest accruing thereon, shall become a lien upon the Condominium described therein, which lien also shall 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) and interest accruing thereon. Said lien shall continue for a period of one (1) 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.

Section 9. Each assessment lien may be foreclosed as and 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 10. The lien provided for herein shall be subordinate to the lien of any first mortgage made in good faith and for value upon any Condominium. Sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a first mortgage made in good faith and for value shall extinguish the lien of such assessments as to payments which became due prior to 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 acquisitions of title to such Condominium by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the Condominiums including such acquirer, his successors, and assigns.

Section 11. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against individual Condominiums, said taxes shall be added to the annual assessments and, if necessary, a special assessment may be levied against the Condominiums 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.

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ARTICLE IV

USE OF LIVING UNITS, AND COMMON AREA AS DESCRIBED IN
CONDOMINIUM PLAN

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Section 1. Each Living Unit shall be improved, used, and occupied for private, single-family dwelling purposes only, and no portion thereof nor of the Common Area shall be used for any commercial purpose whatsoever; provided, however, Declarant may use any of the Living Units owned 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 are sold and conveyed by Declarant to separate owners thereof, or four (4) years from the date of sale of the first Condominium in the project, whichever shall first occur.

Section 2. Each Owner shall have the right to lease his Living Unit together with its appurtenant exclusive use areas provided that such lease is in writing and provides that tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws, and the rules and regulations of the Board; provided, however, that no such lease shall be for transient or hotel purposes. Any such 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 3. No Living Unit, Exclusive Use Area, or improvements situated therein shall be occupied or used for any purpose or in any manner which shall cause improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard 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 4. Not exceeding one (1) usual and ordinary household pet (exclusive of tropical fish and caged birds) may be kept in any Living Unit without the prior written consent of the Board. Said household pet may not be larger than twenty (20) pounds in weight. Pet shall not be allowed on the Common Area except as may be permitted by the 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 Unit, or on any portion of the Common Area.

Section 5. No Living Unit nor Common Area shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of such other areas or annoy them by unreasonable noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Living Unit nor on the Common Area.

Section 6. No signs other than one (1) sign of customary and reasonable dimensions advertising a Condominium for sale or lease shall be erected or displayed in any Living Unit 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 1 above such signs, poles, and advertisements as it deems

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appropriate in connection with its sales program for the sale to the public of 668
Condominiums.

Section 7. There shall be no outside television or radio antennae, poles, or flag poles constructed, installed, or maintained on the Condominium Property for any purpose whatsoever without the prior written consent of the Board.

Section 8. 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. No noxious or offensive activity shall be carried on in any Living Unit, 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 the construction or repair of improvements made at the Board's instruction or at Declarant's instruction. Nothing shall be done in any Living Unit, 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 the view of neighboring Living Units, streets, and Common Area. All rubbish, trash, or garbage shall be regularly removed from each Living Unit 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 construction of the improvements located on the Condominium Property or as provided by the Board. No exterior clothes lines shall be erected or maintained, and there shall be no outside drying or laundering of clothes on the Common Area.

Section 10. Except as otherwise provided herein, the Common Area shall be used only for the following purposes:

(i) affording vehicular passage and pedestrian movement within the Condominium Property, including access to Living Units and exclusive use parking areas.

(ii) recreational use by the Owners and occupants of the Living Units 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 time to time be determined by the Board;

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 non-exclusive use Common Area be used in any manner which shall increase the rate of which

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insurance 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.

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Section 11. Except as otherwise provided herein, no Owner shall make any alteration or improvement to the Common Area or remove any planting, structure, furnishing, or other object therefrom except with the prior written consent of the Board.

Section 12. Each Owner shall be legally liable to the Association for all damages to the Common Area or to any improvements thereto or thereof, 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 Unit as such liability may be determined under California law.

Section 13. 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, tile, perimeter walls of the Living Unit and the surfaces of the bearing walls and partitions located within the Living Unit. Said Owners shall have the right to substitute new finished surfaces in place of those existing on said ceiling, floors, walls, and interior doors of said Living Unit.

Section 14. Each Exclusive Use Area shall be (i) appurtenant to the Condominium and the Living Unit as set forth in the Condominium Plan, 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 and licensee(s). 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. Any license(s) thereto shall be terminated upon such conveyance. No Exclusive Use Area or any rights thereto (other than said revokable licenses) shall be transferred or conveyed apart from conveyance of the Condominium to which it is 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 IV or Article V.

Section 15. Each Owner shall have the following rights and restrictions with regard to the Exclusive Use Areas appurtenant to his Living Unit.

(i) To park and store one (1) automotive vehicle in the Parking Space appurtenant to the Living Unit. No other items, except for a standard automotive vehicle, may be stored in a Parking Space without the written consent of the Board.

(ii) Except as provided for in this Section 15, nothing contained herein shall give any Owner the right to paint, decorate, remodel, or alter said Exclusive Use Area without the prior written consent of the Board.

Section 16. 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

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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 17. Anything contained in this Declaration to the contrary notwithstanding, no building, fence, wall, or other structure or improvement shall be commenced, erected, placed or altered upon the Common Area until the location and the 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, color, and location to surrounding structures and topography by the Board. The grade, level, or drainage characteristics of the Condominium Property or any portion thereof shall not be altered without prior consent of the Board. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Section 18 shall not apply to the construction by Declarant of improvements on the Condominium Property, and neither the Board nor any committee appointed by the Board shall have any authority or right to approve or disapprove thereof.

Section 18. Except for individuals residing in the project prior to the issuance of the Final Public Report, no individuals less than eighteen (18) years of age shall be permitted as permanent residents of the project, nor shall any such individuals be permitted to reside in the project for more than two (2) weeks in any calendar year.

ARTICLE V

RESPONSIBILITIES OF OWNERS

Section 1. Each Owner of a Condominium shall be responsible for the maintenance and repair of the glass doors and windows enclosing his Living Unit, the interior of his Living Unit, all appliances whether "built-in" or freestanding within the Living Unit, the interior surfaces of the Living Unit and shall also be responsible for the maintenance and repair of the plumbing, electrical and heating systems servicing his Living Unit and located within the outside perimeter of the exterior bearing walls thereof, including television cable equipment and connections, and all appliances and equipment located in said Living Unit. Each Owner hereby grants easements to other Owners to enter onto each Condominium, or to have utility companies enter onto Condominiums to repair the plumbing, heating, and electrical systems located thereon, subject to the limitations on entry into any Living Unit set forth in Article II Section 5.

Section 2. No Owner may sell, assign, lease, or convey (i) his interest in the Common Area separate and apart from his Living Unit nor (ii) his interest in any Exclusive Use Area separate and apart from his interest in the Common Area and his Living Unit.

ARTICLE VI

PARTITION PROHIBITED

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Each of the Owners of a Condominium, whether such ownership is in fee simple or as tenant in common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in the Condominium Property, except upon the showing that: (i) three (3) years after damage or destruction to the project which renders a material part thereof unfit for its use, prior thereto 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 the 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.

ARTICLE VII

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 partition of the Owner's interest in the Condominium Property may be had pursuant to Article VI 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, San Diego County, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE VIII

SPECIAL RESTRICTIONS

Unless at least seventy-five percent (75%) of the first Mortgagees of Mortgages encumbering Condominiums (based upon one (1) vote for each mortgage) have given their prior written approval, neither the Owners nor the Association shall:

- (i) Seek, by act or omission, to abandon the Condominium Project or to terminate the Condominium Plan or this Declaration, or change, waive, or abandon any scheme of regulation or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of the Living Units or Common Area;
- (ii) Change the pro rata interest or obligations of any Condominium for any purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of the Common Area appurtenant to each Living Unit;
- (iii) Partition or subdivide any Condominium;

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(iv) 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; or

(v) 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 or upon substantial loss to the Living Units and the Common Area.

ARTICLE IX

DAMAGE, DESTRUCTION, AND CONDEMNATION OF COMMON AREA

Section 1. 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 available insurance proceeds by more than \$5,000.00, the Board shall thereupon 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 rebuilding or repairing exceeds the amount of insurance proceeds by more than \$5,000.00, 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. If said Owners do not so agree, then all insurance proceeds shall be paid to the account of the Association to be held for the benefit of the Owners and their Mortgagees as their respective interests shall appear.

(c) 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 building(s) containing Living Units (or portions thereof and/or improvements thereto) if fifty percent (50%) or more of the Owners owning Living Units in said building(s) agree to repair or restoration of said buildings.

(d) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment in proportion to the interest of each Owner in the Common Area a portion which has been damaged or destroyed 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. Distribution of awards should be based on the ratio of the fair market value of a single unit to the fair market value of the total units as determined by appraisal.

(e) Upon request the Association will notify the first Mortgagee, or his noticed assigns, in writing of any loss to, or taking of, the Common Area of the Condominium Property if such loss or taking exceeds \$10,000.

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Section 2. If any portion of the Condominium Property is taken by condemnation, eminent domain or any proceeding in lieu thereof then:

(a) In the event of any taking of a Living Unit, the Owner (and his Mortgagee as their interests may appear) of the Living Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his Mortgagee shall be divested of all further interest in the Condominium Property if such Owner shall vacate his Living Unit as a result of such taking. In such event said Owner shall grant his interest in the Common Area, if any, to the 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.

(b) In the event of any taking of the Common Area, the Owners of the Common Area, and their Mortgagees, shall be entitled to receive the award for such taking in proportion to the interest of each in the Common Area; 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 Article IX, Section 1 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 Article IX, Section 1 for determining whether to rebuild or repair following damage or destruction. Distribution of awards should be based on the ratio of the fair market value of a single unit to the fair market value of the total units as determined by appraisal.

Section 3. The Association shall obtain and continue in effect, a master policy of insurance (covering real property and improvements, and personal property owned by the Association) and liability insurance (including fire for full extended coverage, vandalism, malicious mischief, public liability, fidelity bond covering officers and employees, and employees of any manager or managing agent) naming the Association as obligee and written in an amount equal to at least one hundred fifty percent (150%) of the annual operating expenses, including reserves, glass coverage, and, if necessary, workmen's compensation coverage in form and amounts satisfactory to the Board, but without prejudice to the right of the Owner of a Condominium to obtain individual Condominium insurance.

Insurance premiums for the master policy shall be a common expense to be included in the monthly assessments levied by the Association, and the portion of such payments necessary for the insurance premiums shall be held in a separate account of the Association and shall be used solely for the payment of the master insurance policy premiums as premiums become due.

ARTICLE X

DAMAGE AND DESTRUCTION OF LIVING UNITS

In the event of damage or destruction to any Living Unit, the Owner thereof shall reconstruct the same as soon as reasonably practicable and substantially in accord with 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 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

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deemed to have been approved.

Upon request, the Association will notify the first Mortgagee, or his noticed assigns, in writing of any loss to, or taking of, a Living Unit if such loss or taking exceeds \$1,000.

ARTICLE XI

ENFORCEMENT

Section 1. The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration.

Section 2. Failure by the Association, Declarant, or any Owner to enforce any provision of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII

POWERS AND DUTIES OF ASSOCIATION

Subject to other provisions of the Declaration and Bylaws and to the limitations of the Articles of Incorporation, the Bylaws and the California Corporation Code as to action to be authorized or approved by the members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board. Without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers and duties:

Section 1. To select and remove all officers, agents and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with the law, the Articles of Incorporation, the Bylaws or the Declaration, and, subject to the provisions of Section 14 of Article VII of the Bylaws, to fix their compensation.

Section 2. To conduct, manage, and control the affairs and business of the Association, and to make such rules and regulations therefor not inconsistent with the law, and the Articles of Incorporation, the Bylaws or the Declaration as they deem best, including rules and regulations for the operation of the Common Area and facilities owned or controlled by the Association.

Section 3. To change the principal office for the transaction of the business of the Association from one location to another in the same County; to designate any place within the County of San Diego, State of California, for the holding of any membership meeting or meetings and to adopt, make and use a corporate seal, and to alter the form of such seal, from time to time as in their judgment they may deem best, provided such seal shall, at all times, comply with the provisions of law.

Section 4. To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the

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corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor, with the vote or written assent of two-thirds (2/3) of the voting power of each class of members of the Association.

Section 5. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and the Owners with respect to the Common Area and the affairs of the Association, which shall include bonding of the members of any management body. Notwithstanding any provisions to the contrary herein, so long as the Federal National Mortgage Association (FNMA) holds a mortgage on a Condominium in the project, or owns a Condominium, the Association shall continuously maintain in effect such casualty and liability insurance and fidelity bond, meeting all requirements and containing such coverage and endorsements as may be required from time to time by FNMA. Such casualty insurance shall include, but not be limited to, a condominium master or blanket policy with full replacement cost coverage and agreed value endorsement. Whether or not FNMA holds any mortgage, fidelity insurance shall be in the form of a bond in an amount equal to one hundred fifty percent (150%) of the Association's annual assessment plus reserves, which names the Association as obligee and protects against misuse and misappropriation of Association property by members of the Board, officers, and employees of the Association and any management agent and his employees whether or not any such persons are compensated for their services.

Section 6. To pay all water, electricity, gas, cable television, and other utility services for the Common Area and, to the extent not separately metered and charged, for each Living Unit.

Section 7. To manage, operate, maintain and repair the Common Area and all improvements located thereon, including the restoration and replacement of any and all buildings, structures or improvements which are part of the Common Area at any time and from time to time as the Board may determine desirable or necessary; and to make capital expenditures for and on behalf of the Association with the vote or written assent of a majority of the voting power of each class of members of the Association.

Section 8. To enter onto any Exclusive Use Area subject to the limitations set forth in the Declaration.

Section 9. To enforce the provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Association, or any agreement to which the Association is a party.

Section 10. To contract and pay for maintenance, gardening, utilities, materials, supplies, and services relating to the Common Area, and to employ personnel necessary for the operation and maintenance of the same, including legal and accounting services; provided, however, that the term of the contract with a third person for supplying goods or services to the Common Area or for the Association shall not exceed a term of one (1) year unless a longer term is approved by a majority of the voting power of each class of members of the Association, except that a contract with a public utility company for materials or services the rates for which are regulated by the Public Utilities Commission may exceed a term of one (1) year so long as it does not exceed the shortest term for which the public utility will contract at the regulated rate, a contract for prepaid casualty and/or liability insurance policies may be for

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a term of not to exceed three (3) years, provided that the policy permits short rate cancellation by the Association, and a management contract, the terms of which have been approved by the Veterans Administration or the Federal Housing Administration may exceed a term of one (1) year. Anything contained herein to the contrary notwithstanding, the Board shall not terminate professional management without the prior written approval of mortgagees holding seventy-five percent (75%) or more of the first mortgages on condominiums and any agreement for management of the Condominium Property and any other contract providing for services by the Declarant, shall be terminable for cause upon thirty (30) days written notice, and without cause or payment of a termination fee upon ninety (90) days, or fewer, written notice and shall have a term of not more than three (3) years, renewable with the consent of the Association and the management agent. No contract with the Association negotiated by Declarant shall exceed a term of one (1) year.

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Section 11. To pay any taxes and governmental special assessments which are or could become a lien on the Common Area or any portion thereof.

Section 12. To initiate and execute disciplinary proceedings against members of the Association for violation of the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration, and the rules and regulations adopted by the Board.

Section 13. To prepare budgets and financial statements for the Association as provided in the Bylaws.

Section 14. Upon the written request of the holder of any first mortgage encumbering any Condominium, to notify the same in writing of any default by the Owner of such Condominium in the performance of the Owner's obligation under the Bylaws or the Declaration which is not cured within thirty (30) days.

Section 15. To give notice in writing to the Federal Home Loan Mortgage Corporation (FHLMC) in care of the servicers of FHLMC loans or condominiums of any loss to or taking of the Common Area if such loss or taking exceeds \$10,000, and of any damage to a living unit if such damage exceeds \$1,000.00.

Section 16. To give timely written notice to all first mortgagees of any substantial damage to or destruction of any Living Unit or any part of the Common Area and, if any Living Unit or the Common Area, or any portion thereof, is made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, to give timely written notice to all first mortgagees of any such proceeding or proposed acquisition.

Section 17. To prosecute or defend, in the name of the Association, any action affecting or relating to the Common Area or the property owned by the Association, and any action in which all or substantially all the Owners have an interest.

Section 18. To delegate any of its powers hereunder to others, including committees, officers, and employees.

ARTICLE XIII

GENERAL PROVISIONS

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Section 1. 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 remain in full force and effect.

Section 2. Amendments. This Declaration may be amended at any time and from time to time by an instrument in writing and signed by seventy-five (75%) of the voting power of each class of membership in effect at the time of said amendment; any which amendment shall become effective upon the recording thereof with the Office of the County Recorder of San Diego County, California; provided, however, that no material change made be made to this Declaration without the prior written consent of seventy-five percent (75%) or more of the Mortgagees of first Mortgages encumbering condominiums within the Condominium Property (based upon one (1) vote for each such Mortgage).

Section 3. Extension of Declaration. Each and all of these covenants, conditions and restrictions shall terminate on December 31, 1999, 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, 1999, or within six (6) months prior to the end of the any such ten year (10) 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, 1999, or at the end of any such ten (10) year period.

Section 4. Annexation. No phasing or add-ons are currently planned or proposed for this project. Upon the approval in writing of the Association, pursuant to a three-fourths (3/4) majority of the voting power of its members, or the written assent of such members, excluding the voting power or written assent 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 a record of Declaration of Annexation.

Section 5. 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 the costs of the suit and such attorney's fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor a final judgment is entered.

Section 6. Encroachment Easements. The Owner of each Condominium is hereby granted an easement over all adjoining Living Units and the Common Area for the purposes of accomodating any minor encroachments due to engineering errors, errors in original construction, settlement or shifting of buildings, or any other cause. There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner 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 Units or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

Section 7. Special Responsibilities of Association. In the event that the

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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 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 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 the members representing not less than twenty-five percent (25%) or more of the total voting power of the Association, or by the members representing not less than ten (10%) percent of the voting power residing in members other than Declarant, 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 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 fifteen (15) days nor more than thirty (30) days following the receipt of the petition. At said meeting a vote of the majority of the voting power of the members of the Association, excluding the vote of the 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.

Section 8. Limitation of Restrictions on Declarant. 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 any Living Unit, 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

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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 Unit or the Common Area.

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.

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

WOLF PROPERTIES, a California Corporation

By: Walter E. Wolf, Pres.

Through the Courtesy of -
FIRST CENTENNIAL TITLE CO., INC.



Corporation Acknowledgment
STATE OF CALIFORNIA
COUNTY OF

} ss.

On November 16, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Walter E. Wolf known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

Sharon Lodermeier

Notary Public in and for said County and State

Notary Seal



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VALLEY HOUSE

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San Diego Federal Savings and Loan Association, a corporation as beneficiary under Deed of Trust recorded October 6, 1976 as File No. 76-329906 hereby subordinates the lien of that Deed of Trust to the above Conditions, Covenants and Restrictions.

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION

Scott K. McHenry
Vice President
Donald J. Kalascky
Assistant Vice President

TO 1942 CA (8-74)
(Corporation)



STATE OF CALIFORNIA } ss.
COUNTY OF San Diego
On November 16, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Scott K. McHenry known to me to be the Vice President, and Donald J. Kalascky known to me to be the Asst. Vice President of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

START HERE

WITNESS my hand and official seal.

Signature *Barbara J. Kirby*
Barbara J. Kirby



(This area for official notarial seal)

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The Prescott Companies
 5950 La Place Ct Ste 200
 Carlsbad, CA 92008
 Department: Community Archives Customer Service
 Phone: (833) 462-3627 (HOA-DOCS)



Documentation provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information

Statement of Account
 Valley House

PLEASE REFER TO PAGE 2 FOR COMPLETE ESCROW INSTRUCTIONS AND DETAILS

Statement Date: Jul 08, 2024

Property Address: 1124 Eureka Street #28_San Diego, CA 92110

Order Date: 7/6/2024, 3:01:13 AM
 Order #: QKSFV
 Requested By: SOUSetup
 Phone #:

Contact Name:
 Contact Phone:
 Contact Email:

Escrow #: CA106420
 Owner/Seller: 1124 Eureka LLC
 Closing Date: 7/17/2024
 Buyer's Name: OPENDOOR PROPERTY TRUST I, a Delaware statutory trust
 Buyer's Address: 410 N Scottsdale Rd Ste 1600
 City, State Zip: Tempe, AZ 85288
 Buyer's Phone #: (480) 485-9099

FEES DUE TO The Prescott Companies

Document Processing Fees	Amount
Core Documents	\$385.00
Add On Documents	\$0.00
Covenants Compliance Inspection (CCI) Report	\$0.00
Priority	\$300.00
Shipping	\$0.00
Convenience Fees	\$27.40
Credits	
Amount Paid	\$712.40
Other Credits	\$0.00
Order Balance Due:	\$0.00
Post Closing Fees	
Change of Ownership Recordation	\$275.00
Ownership Recordation	\$0.00
Other 2	\$0.00
Other 3	\$0.00
Total Due (Order Balance Due plus Post Closing Fees):	\$275.00

Please reference ALL order number(s) from above on all checks you issue.

ALL FEES/AMOUNTS PAYABLE AT CLOSING

Mail all payments to: The Prescott Companies
 1225 Alma Rd Ste 100
 Richardson, TX 75081

PLEASE PROVIDE SEPARATE CHECKS FOR AMOUNTS BELOW:

Please collect \$275.00 payable to The Prescott Companies for above noted fees.

Please collect \$1222.00 payable to Valley House for Association fees (see page 2 for Comments & Fee Details)

Please provide The Prescott Companies with a copy of the Grant Deed / Assignment of Lease/Deed AND Mortgage, or Agreement of Sale



Statement of Account
 Valley House

<u>FEES DUE TO ASSOCIATION</u>	<u>ADDITIONAL COMMENTS/ESCROW INSTRUCTIONS</u>
Regular Assessments Paid Through: 7/31/2024 Current Account Balance: \$0.00 Transfer: \$0.00 Working Capital: \$0.00 Reserve: \$0.00 Enhancement: \$0.00 Advanced Assessments: \$1222.00 Other 1: \$0.00 Other 2: \$0.00 Other 3: \$0.00 Total Due: <u>\$1222.00</u>	THIS DISCLOSURE IS INTENDED STRICTLY FOR THE USE OF REAL ESTATE AND LENDING PROFESSIONALS. THIS INFORMATION, WHILE DEEMED TO COME FROM RELIABLE SOURCES, IS NOT GUARANTEED. PROSPECTIVE BUYERS OF REAL ESTATE SHOULD SEEK APPROPRIATE AND COMPLETE DISCLOSURES FROM THE SELLER OF THE SUBJECT PROPERTY. THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY. Buyer's Advanced Assessment is for the first two months following the closing.

ASSOCIATION ASSESSMENTS / ADDITIONAL ASSESSMENT AND FINANCIAL INFORMATION

Amount of Property Assessment is? **\$611.00**

Frequency of Property Assessment? **Monthly**

The amount of the next installment of the regular periodic assessment is: **\$611.00**

The due date of the next installment of the regular periodic assessment is: **8/1/2024**

Assessments are due on this day of the month: **1**

Assessments are past due on this day of the month:

The late fee is fixed (enter the actual amount): **\$0.00**

The late fee is based on the following percentage:

Is there any late fee interest? If so, how is it calculated?

Amount of other assessment?
\$0.00

Purpose of other assessment?
N/A

Amount of special assessment?
\$0.00

Purpose of special assessment?
N/A

Amount of emergency assessment?

Purpose of emergency assessment?
N/A

The Prescott Companies
5950 La Place Ct Ste 200
Carlsbad, CA 92008
Department: Community Archives Customer Service
Phone: (833) 462-3627 (HOA-DOCS)



Statement of Account
Valley House

Is there a Community Enhancement Fee? **No**

How is the Community Enhancement Fee calculated (if applicable)?
\$0.00

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Completed By: *Customer Service*

Statement Date: Jul 08, 2024

This information is being provided by The Prescott Companies as a courtesy to lenders and other real estate professionals. Although The Prescott Companies believes that the information provided is complete and accurate, the requesting party understands and acknowledges that this information is subject to change without notice and that The Prescott Companies is not responsible for any inaccurate or omitted information.