



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 7365 Calle Cristobal Unit 197, San Diego, CA 92126

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 11-15-2024. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
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), 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, Tile, Age: Unknown (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)

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

Property Address:

7365 Calle Cristobal Unit 197, San Diego, CA 92126

Date: 11-15-2024

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. 11) See section 16 A. 12) Please see CC&R's document attached.

13/14) HOA Name: Canyon Park Villas, Inc., phone no: 949-833-2600 and main Fee: \$540.00 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.

Seller Megan Meyer Authorized signer on behalf of Opendoor Property Trust I Date 11-15-2024



Property Address: 7365 Calle Cristobal Unit 197, San Diego, CA 92126 Date: 11-15-2024

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 11-15-2024
(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 11-15-2024 Buyer _____ Date _____
Authorized signer on behalf of

Seller _____ Opendoor Property Trust I Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Charmaine Frank Date 11-15-2024
(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.

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

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





SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 6/24)

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 7365 Calle Cristobal Unit 197, San Diego, CA 92126, Assessor's Parcel No. 309-540-19-29, 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.

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

© 2024, California Association of REALTORS®, Inc. SPQ REVISED 6/24 (PAGE 1 OF 4) Buyer's Initials Seller's Initials WMM



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: 3987 Nobel Dr Unit 341, San Diego, CA 92122

- 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. 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. Replaced HVAC and water heater during prior ownership - details unknown. For 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: Previous seller made a claim for leak from other unit - details unknown.

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) For leaks see section 9.

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 WOM / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)



Property Address: 7365 Calle Cristobal Unit 197, San Diego, CA 92126

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

Explanation: A. Previous seller had pet(s)-Details unknown.

- 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



Property Address: 7365 Calle Cristobal Unit 197, San Diego, CA 92126

16. NEIGHBORS/NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No

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

Explanation: A. Previous owner indicates Military installations near the property - details unknown.

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

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

B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No

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

D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No

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

F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No

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

H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No

I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No

J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property Yes No

Explanation: D) See NHD for details on Mello-Roos. Buyer to verify current assessments.

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

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

B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No

C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No

D. Whether the property is tenant occupied Yes No

E. Whether the Property was previously tenant occupied even if vacant now Yes No
If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: _____

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

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

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 of 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 11-15-2024
 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 _____

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

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

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.lwolf.com

New Forms





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

This is a disclosure and addendum to the Purchase Agreement, OR [] Other [] ("Agreement"), dated [], on property known as 7365 Calle Cristobal# Unit 197, San Diego, CA 92126 ("Property"), in which [] is referred to as Buyer, and [] is referred to as Seller.

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

- 2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met): A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG". B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers... (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant [] Yes [] No (2) Roof coverings made of untreated wood shingles or shakes. [] Yes [] No (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. [] Yes [] No (4) Single pane or non-tempered glass windows. [] Yes [] No (5) Loose or missing bird stopping or roof flashing. [] Yes [] No (6) Rain gutters without metal or noncombustible gutter covers. [] Yes [] No

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



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

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

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

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

Seller Megan Meyer Authorized signer on behalf of Opendoor Property Trust I Date 11-15-2024

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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

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



FHDS REVISED 6/22 (PAGE 2 OF 2)

FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)



KEYSTONE

IMPORTANT REMINDER:

To ensure new homeowners are set up properly without delays, **please provide the following:**

- Property Address
- Close of escrow date
- Buyer's full name(s) and mailing address
- Seller's full name(s) and forwarding address (for refund purposes)
- Intent for closing checks made out to the association (I.e. Seller May dues, Buyer June dues)
- Separate checks for Keystone transfer fees and homeowner association payments

Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Canyon Park Villas

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197
San Diego, CA 92126-6039
Seller: [REDACTED]
Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National
Processing Team
678-282-2342
Estimated Closing Date: 06-20-2024

General Information

This information is good through 06-20-2024
Owner Account Number:
Is this account in collections? No
The regular assessment is paid through: 06/30/2024
The regular assessment is next due: 07/01/2024
What day of the month are regular assessments due? 1st
How many days after the due date is the regular assessment considered delinquent? 15
The penalty for delinquent assessments is: 10% + \$15

Specific Fees Due To Canyon Park Villas

Assessment Data:
Assessment (Frequency: Monthly) \$540.00
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided. No
Is there any change in the association's current regular and special assessments and fees which have been approved by the board, but have not become due and payable as of the date disclosure is provided pursuant to this subdivision? If yes, please comment
Owner's current balance due (you may total the owners balance due using the breakdown below): \$0.00

Comments: June assessment has been paid.

General Association Information

Are there any violations against this unit? No
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments). No
Is there a restriction in the governing documents limiting the occupancy, residency, or use of a separate interest on the basis of age in a manner different from that provided in California Civil Code Section 51.3? If yes, please comment. No



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Canyon Park Villas

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197

San Diego, CA 92126-6039

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-20-2024

Is there a provision in the governing documents that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee or tenant? If yes, please comment. No

Does a preliminary list of defects exist pursuant to Section 6000 of the Davis Stirling Act? If yes, please comment and provide the list. No

Does a Settlement Notice regarding common area defects exist pursuant to Section 6100 of the Davis Stirling Act? If yes, please comment and provide the list. No

Insurance Information

Insurance broker's or agent's company name: Prendiville Insurance Agency

Identify the insurance agent's name: Prendiville Insurance Agency

Insurance agent's phone number: 949-487-9696

Insurance agent's fax number:

Insurance agent's email address:

Alma Michel

Alma Michel, Escrow Associate

Date: 06-07-2024

Keystone Pacific Property Management, LLC

Phone: 949-833-2600 Ext: 4



**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)
Canyon Park Villas**

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197

San Diego, CA 92126-6039

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-20-2024

Comments:

Please contact us at closing for an updated account balance Escrow@KeystonePacific.com

NOTE: WE WILL RETURN ALL ESCROW CHECKS THAT REPRESENT A SELLER DOUBLE PAYMENT

NOTE: TO ENSURE THAT WE PROPERLY RELEASE ALL LIENS AND THAT THE BALANCE PROVIDED UPON CLOSINGS COVERS ALL LIENS AND ENCUMBRANCES, PLEASE PROVIDE US A COPY OF ALL LIENS, JUDGMENTS AND/OR ABSTRACT PULLED FROM TITLE.

Please return check with barcode for faster processing



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Canyon Park Villas

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197

San Diego, CA 92126-6039

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-20-2024

Fee Summary

Amounts Prepaid

Insurance Dec Page (Non Required Civil Code Sec. 4525)	\$35.00
Convenience Fee	\$9.95
Closing Statement of Fees, Association Documents and Minutes (Required Civil Code Sec. 4525)	\$447.00
Total	\$491.95

Fees Due to Keystone Pacific Property Management, LLC

New Account Setup Fee	\$300.00
Total	\$300.00

Fees Due to Canyon Park Villas

Prepaid Assessments	\$540.00
Total	\$540.00

**June assessment has been paid.*



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Canyon Park Villas

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197

San Diego, CA 92126-6039

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-20-2024

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER XL37DN9XV ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Keystone Pacific Property Management, LLC

New Account Setup Fee \$300.00

Total \$300.00

Fees Due to Canyon Park Villas

Prepaid Assessments \$540.00

Total \$540.00

**June assessment has been paid.*

Include this confirmation number XL37DN9XV on the check for \$300.00 payable to and send to the address below.

Keystone Pacific Property Management, LLC

240 Commerce, Ste. 200

Irvine, CA 92602

Include this confirmation number XL37DN9XV on the check for \$540.00 payable to and send to the address below.

Canyon Park Villas

240 Commerce, Ste. 200

Irvine, CA 92602



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Canyon Park Villas

Keystone Pacific Property Management, LLC

Property Information:

7365 Calle Cristobal Unit: Unit 197
San Diego, CA 92126-6039
Seller: [REDACTED]
Buyer: OPENDOOR PROPERTY TRUST I a Delaware

Requestor:

OS National
Processing Team
3097 Satellite Blvd, Suite 500
Duluth , GA 30096
678-282-2342
souprocessing@osnational.com

Closing Information

File/Escrow Number: CA106060
Estimated Close Date: 06-20-2024
HomeWiseDocs Confirmation #: XL37DN9XV

[REDACTED]
Closing Date:
Is buyer occupant? No

Status Information

Date of Order: 05-28-2024
Board Approval Date:
Order Completion Date: 06-07-2024
Date Paid: 05-29-2024

Order Retrieved Date:
Inspection Date:

Community Manager Information

Company: Keystone Pacific Property Management,
Completed By: Alma Michel
Primary Contact: Alma Michel
Address:
240 Commerce, Ste. 200
Irvine, CA 92602
Phone: 949-833-2600 Ext: 4
Fax: 949-833-0919
Email: escrow@keystonepacific.com



Property Renovation Summary



7365 Calle Cristobal Unit 197, San Diego, CA 92126

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

Description	Contractor	Contractor Information
Repainted the Interior home.	United Business Solutions	United Business Solutions - SAN-C nickrod57151@gmail.com (805) 714-4530

CC&Rs (Required Civil Code Sec. 4525)
Canyon Park Villas

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

NOTICE:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

Recording Requested By
and
When Recorded Return To:

McDONALD, HECHT & SOLBERG
Mr. Alex C. McDonald
1100 Great American Building
600 "B" Street
San Diego, California 92101

The foregoing instrument is a full, true and correct copy
of the original recorded on June 13, 1989
File 89-31098-5
_____ of Official Records, San Diego County.
Titor Title Insurance Company of California

A. Fisher

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANYON PARK VILLAS
(Condominium/Planned Unit Development)**

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

TABLE OF CONTENTS

	<u>PAGE</u>
RECITALS	1
ARTICLE I	
DEFINITIONS	3
Section 1.1	3
Section 1.2	3
Section 1.3	3
Section 1.4	3
Section 1.5	3
Section 1.6	3
Section 1.7	3
Section 1.8	3
Section 1.9	4
Section 1.10	4
Section 1.11	4
Section 1.12	4
Section 1.13	4
Section 1.14	4
Section 1.15	4
Section 1.16	4
Section 1.17	4
Section 1.18	5
Section 1.19	5
Section 1.20	5
Section 1.21	5
Section 1.22	5
Section 1.23	5
Section 1.24	5
ARTICLE II	
PROPERTY RIGHTS IN RECREATION AREA	5
Section 2.1	5
Section 2.2	6
Section 2.3	7
ARTICLE III	
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION	7
Section 3.1	7
Section 3.2	7
ARTICLE IV	
COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION	8
Section 4.1	8
Section 4.2	8
Section 4.3	9
Section 4.4	10
Section 4.5	10
Section 4.6	10
Section 4.7	11

	<u>PAGE</u>	
Section 4.8	Subordination of the Lien to First Deeds of Trust and First Mortgages	12
Section 4.9	Treatment of Monetary Penalty	12
Section 4.10	Estoppel Certificate	12
Section 4.11	Personal Liability of Owner	12
Section 4.12	Taxation of Association	12
Section 4.13	Capitalization of Association	13
ARTICLE V	RESPONSIBILITIES OF MAINTENANCE	13
Section 5.1	Owner Maintenance of Living Unit	13
Section 5.2	Owner's Grant of Easements	13
Section 5.3	Association Maintenance of Common Area	14
Section 5.4	Association Maintenance of Recreation Area	14
Section 5.5	Association Maintenance of Landscaping	14
Section 5.6	Association Right of Entry	14
Section 5.7	Association Right to Adopt Rules	15
Section 5.8	Association Right to Grant Permits	15
ARTICLE VI	ARCHITECTURAL CONTROL	15
ARTICLE VII	SEPARATION OF INTEREST AND PROHIBITION OF PARTITION	16
Section 7.1	Separation of Interest	16
Section 7.2	Prohibition of Partition	16
Section 7.3	Power of Attorney	17
ARTICLE VIII	RIGHT OF MORTGAGEES	17
Section 8.1	Actions Requiring Mortgagee Approval	17
Section 8.2	Notification to Mortgagee	18
ARTICLE IX	DESTRUCTION OF COMMON AREA, RECREATION AREA OR LIVING UNITS	18
Section 9.1	Casualty Destruction of Common Area	18
Section 9.2	Taking of Common Area	20
Section 9.3	Casualty Destruction of Living Unit	20
Section 9.4	Taking of Living Unit	20
Section 9.5	Taking of Recreation Area	20
Section 9.6	Association Insurance	21
Section 9.7	Mortgagee Approval	22
ARTICLE X	USE OF LIVING UNITS AND COMMON AREA AS DESCRIBED IN CONDOMINIUM PLAN	22
Section 10.1	Residential Purposes	22
Section 10.2	Lease of Condominium	23
Section 10.3	No Use Causing Loss of Insurance	23
Section 10.4	Pets	23
Section 10.5	Nuisance	23
Section 10.6	Sign Control	24
Section 10.7	Outside Antennae	24
Section 10.8	Owner Not to Alter Common Area	24

	<u>PAGE</u>
Section 10.9	No Offensive Activity 24
Section 10.10	Power Equipment 24
Section 10.11	Use of Common Area 25
Section 10.12	Additional Use 26
Section 10.13	Owners Liable for Damage 26
Section 10.14	Interior Surfaces 26
Section 10.15	Exclusive Use Common Areas Appurtenant 26
Section 10.16	Use of Exclusive Use Common Areas 27
ARTICLE XI	GENERAL PROVISIONS 27
Section 11.1	Enforcement 27
Section 11.2	Severability 28
Section 11.3	Amendments 28
Section 11.4	Extension of Declaration 29
Section 11.5	FHA and VA Approval 29
Section 11.6	Encroachment Easement 30
Section 11.7	Litigation 30
Section 11.8	Annexation of Additional Property 30
Section 11.9	Owner Compliance 32
Section 11.10	Special Responsibilities of Association 32
Section 11.11	Limitation of Restrictions on Declarant 33
Section 11.12	Liens Not Invalid 34
Section 11.13	Provisions of Civil Code Section 1360 34
Section 11.14	Documents to be Provided to Prospective Purchaser 35
Section 11.15	Limitation on Officers' and Directors' Liability 35

SUBORDINATION AGREEMENT

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of June 5, 1989, by ROADRUNNER RIDGE, LTD., a California limited partnership (hereinafter referred to as "Declarant"), with reference to the following

RECITALS:

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

Lots 1 through 6, inclusive, of ROADRUNNER RIDGE UNIT NO. 2 according to Map thereof No. 12200 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988, and

Lots 7 through 12, inclusive, of ROADRUNNER RIDGE UNIT NO. 1 according to Map thereof No. 12199 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988

("Real Property").

B. **The Real Property** is planned to be developed as a Common Interest Development **which is** both a condominium project as defined in §1351(f) of the California Civil Code and a planned development as defined in §1351(k) of the California Civil Code.

C. It is intended to develop the Real Property in four (4) phases as follows:

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

Phase No.	Residential Property Within Phase	Recreation Area Within Phase	Number of Condominiums	Undivided Fractional Interest in Common Area Within Phase
1	Lots 11 & 12 (Unit #1)	Lot 10 (Unit #1)	48	1/48th
2	Lots 7, 8 & 9 (Unit #1)		72	1/72nd
3	Lots 3, 4 & 5 (Unit #2)	Lot 6 (Unit #2)	64	1/64th
4	Lots 1 & 2 (Unit #2)		56	1/56th

D. Each condominium in the Real Property will consist of a separate interest in space shown and described on the Condominium Plan as a Living Unit, an undivided fractional interest in the Common Area within the phase in which the Living Unit is located, the exclusive right to use a portion of the Common Area within the phase shown and described on the Condominium Plan as an Exclusive Use Common Area, and an appurtenant membership in CANYON PARK VILLAS HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Association") which will be the management body for the development.

E. The Living Unit portion of the development will consist of four (4) floor plans of approximately 649, 780, 961 and 1,111 square feet in size. The buildings in which the Living Units are located are designed in Mediterranean architectural style with concrete tile and composition roofs. The Common Area in each phase will include private drives, parking and landscaping.

F. The development includes which the Recreation Area (hereinafter defined) which will be owned by the Association for the use and enjoyment of the owners of Condominiums within the development. The Recreation Area in Phase 1 will be improved with a swimming pool, cabana, spa, landscaping and a private street. The Recreation Area in Phase 3 will be improved with a swimming pool, cabana, spa and landscaping.

G. There is no guarantee that all phases will be completed or that the number of Condominiums or the amenities in each phase will be developed as described above. The development will be consistent with the overall development plan submitted to the Veterans Administration and Federal Housing Administration.

Before selling or conveying any interests in Phase 1, Declarant wishes to subject Phase 1 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 Real Property.

NOW, THEREFORE, Declarant hereby declares that all of Phase 1 and, upon annexation, each subsequent phase, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are enforceable equitable servitudes as described in the California Civil Code and which are for the purpose of protecting the value and desirability of, and which shall run with, Phase 1 and, upon annexation, each subsequent phase and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Articles" - The Articles of Incorporation of the Association.

Section 1.2. "Association" - CANYON PARK VILLAS HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation.

Section 1.3. "Board" - The Board of Directors of the Association.

Section 1.4. "Bylaws" - The Bylaws of the Association.

Section 1.5. "Common Area" - All portions of the Condominium Property not located within a Living Unit.

Section 1.6. "Common Expenses" - The expenses of operating the Condominium Property and Recreation Area and any reasonable reserve for such purposes.

Section 1.7. "Condominium" - A fee simple estate in the Condominium Property as defined in the California Civil Code consisting of a separate interest in space shown and described in the Condominium Plan as a Living Unit, the exclusive right to use any appurtenant Exclusive Use Common Area shown and described on the Condominium Plan, and an undivided fractional interest as tenant in common in the Common Area.

Section 1.8. "Condominium Building" - A residential structure containing condominium Living Units.

Section 1.9. "Condominium Plan" - The Condominium Plan or Plans recorded pursuant to the California Civil Code covering all or a portion of the Condominium Property.

Section 1.10. "Condominium Property" - The real property located in The City of San Diego, County of San Diego, California, more particularly described as:

Lots 11 and 12 of ROADRUNNER RIDGE UNIT NO. 1 according to Map thereof No. 12199 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988,

and such additions as may be annexed thereto as provided in the Declaration.

Section 1.11. "Declarant" - ROADRUNNER RIDGE, LTD., a California limited partnership, its successors and assigns if such successors or assigns should acquire one or more undeveloped lots in the Condominium Property (or property which may be annexed to the Condominium Property as provided in the Declaration) from Declarant for the purposes of development and the rights of "Declarant" are assigned to them.

Section 1.12. "Declaration" - This Declaration of Covenants, Conditions and Restrictions.

Section 1.13. "Eligible Insurer or Guarantor" - An insurer or governmental guarantor who has requested notice from the Association regarding matters of which an insurer or guarantor is entitled to notice by reason of the Declaration or the Bylaws.

Section 1.14. "Eligible Mortgage Holder" - A holder of a first Mortgage on a Condominium who has requested notice from the Association regarding matters of which a holder is entitled to notice by reason of the Declaration or the Bylaws.

Section 1.15. "Exclusive Use Common Area" - Those portions of the Common Area to which an **exclusive** right to use is granted to an Owner as shown and described on the Condominium ~~Plan~~ and shall consist of Decks/Patios, Storage, Covered Parking Spaces and Uncovered Parking Spaces.

Section 1.16. "FHA" - The Federal Housing Administration.

Section 1.17. "Living Unit" or "Separate Interest" - A separate interest in space as defined in California Civil Code §1351(f) and as shown and described as such on the

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

Condominium Plan; provided, however, that the following are not part of any Living Unit or Separate Interest: 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. 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 therefor, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed and those of the building.

Section 1.18. "Member" - An Owner as defined in Section 1.21, Article I of the Declaration.

Section 1.19. "Mortgage" - A deed of trust as well as a mortgage.

Section 1.20. "Mortgagee" - A beneficiary under or holder of a deed of trust as well as a mortgagee.

Section 1.21. "Owner" - The record owner, whether one or more persons or entities, of fee simple title to a Condominium, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.22. "Project" - The entire Real Property above described, including all structures and improvements erected or to be erected thereon, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 1.23. "Recreation Area" - All real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

Section 1.24. "VA" - The Veterans Administration.

ARTICLE II

PROPERTY RIGHTS IN RECREATION AREA

Section 2.1. Title to the Recreation Area. Declarant will convey fee simple title to the Recreation Area in each phase of the Project to the Association prior to the conveyance of the first Condominium in that phase to an Owner other than Declarant free and clear of all encumbrances and liens, except real property taxes which may be due but are

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

not delinquent, and easements, covenants, conditions and reservations then of record, including those set forth on the Final Subdivision Map within which the Recreation Area is located and in the Declaration.

Section 2.2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress, egress and of enjoyment in and to the Recreation Area which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Recreation Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Condominium 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 which satisfies the minimum requirements of §7341 of the California Corporations Code as set forth in the Bylaws.
- (c) The right of the Association to dedicate or transfer its assets, including all or any part of the Recreation Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Board. Notwithstanding any contrary provisions in the Articles or Bylaws, so long as there is any Recreation Area for which the Association is obligated to provide management, maintenance, preservation or control, no dedication or transfer of all or substantially all of the assets of the Association shall be effective unless approved in accordance with the California Corporations Code.
- (d) The right of the Association, in accordance with the Articles and Bylaws, to borrow money for the purpose of improving the Recreation Area and to hypothecate any or all real or personal property owned by the Association.
- (e) The right of access, ingress and egress over the Recreation Area and the right of installation and use of utilities on the Recreation Area for the benefit of the Lots.
- (f) The right of the Board to grant maintenance and utility easements to others over the Recreation Area.

(g) Subject to a concomitant obligation to restore and repair any damage, Declarant and its sales agents, employees and independent contractors shall have:

(i) a non-exclusive easement over the Recreation Area for the purpose of making repairs to the Recreation Area or to the Common Area and Living Units, provided access thereto is otherwise not reasonably available, and for the purpose of constructing, marketing and maintaining all phases of the Project;

(ii) the right to the non-exclusive use of the Recreation Area for the purpose of maintaining sales offices and signs reasonably necessary to market the Condominiums, for a period of not more than seven (7) years after conveyance of the Recreation Area to the Association, or the sale of all Condominiums within the Project, whichever is first to occur. The use of the Recreation Area by Declarant and its agents shall not unreasonably interfere with the use of the Recreation Area by the Class A Members of the Association.

Section 2.3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Recreation Area and facilities to the members of his family, his tenants or contract purchasers who reside in his Living Unit.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 3.1. Membership. Every Owner of a Condominium shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium. Each Owner is obligated to comply with the Declaration, Articles, Bylaws and rules and regulations adopted by the Board. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Condominium to which it is appurtenant, and then only to the purchaser of the Condominium.

Section 3.2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Condominium owned. When more than one person holds an interest in any Condominium, all such persons shall be Members.

The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium.

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

(a) Two (2) years following the date of original issuance by the California Department of Real Estate of the most recently issued Final Subdivision Public Report for a phase of development of the Project; or

(b) Four (4) years following the date of original issuance by the California Department of Real Estate of the Final Subdivision Public Report for the first phase of development of the Project.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS TO ASSOCIATION

Section 4.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Condominium owned, hereby covenants, and each Owner of a Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments, which shall include an adequate reserve fund for the periodic maintenance, repair and replacement of the Recreation Area and Common Area; and (ii) special assessments. Assessments shall be established and collected as provided in the Declaration. The annual and special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall (except as otherwise provided in Section 4.4 below) be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each assessment is made. The lien shall become effective upon recordation of a notice of delinquency. Each assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Condominium at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, however, the assessment shall remain a lien on the Condominium.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the Project, for the improvement, maintenance and operation of the Recreation Area and Common Area, for the common good of the Project, and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Articles, Bylaws, Declaration and rules and regulations adopted by the Board.

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

Section 4.3. Limitation on Annual and Special Assessments. The Board shall levy annual and special assessments sufficient to perform the obligations of the Association as provided in the Declaration and Bylaws; provided, however:

(a) until January 1st of the year immediately following the conveyance of the first Condominium to an Owner other than Declarant, the annual assessment for a Condominium shall not exceed \$1,500;

(b) except for assessment increases necessary for emergency situations, the Board may not impose an annual assessment that is more than twenty percent (20%) greater than the annual assessment for the Association's preceding fiscal year nor special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expense of the Association for the fiscal year without the approval of Owners casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with §7510) of Part 3 of Division 2 of Title 1 of the California Corporations Code and §7613 of the California Corporations Code at which a quorum was present or participated. For purposes of this Section 4.3, "quorum" means more than fifty percent (50%) of the Owners. An emergency situation is any one of the following:

(i) an extraordinary expense required by an order of a court;

(ii) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible where a threat to personal safety in the Project is discovered;

(iii) an extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget under Civil Code §1365. However, prior to the imposition or collection of an assessment under this subsection, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of assessment;

(c) the term "annual assessment for the Association's preceding fiscal year" as used in Subsection 4.3(b) above, is deemed to be the annual assessment which would have existed in the absence of any subsidy of assessments paid by Declarant;

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document not for resale
HomeWiseDocs

(d) anything contained in this Section 4.3 to the contrary notwithstanding, the limitation on annual and special assessments shall comply with the laws of the State of California at the time the annual or special assessment is levied by the Association.

Section 4.4. Individual Special Assessments. The Association may also impose a special assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Condominium into compliance with the provisions of the Declaration, the Articles, the Bylaws and the Association rules and regulations, which assessment may be imposed upon the vote of the Board after notice and an opportunity for a hearing which satisfy the requirements of §7341 of the California Corporations Code, as set forth in the Bylaws; provided, however, that except to the extent such special assessment is to reimburse the Association for the cost of collecting assessments, the special assessment shall not constitute a lien on the Owner's Condominium.

Section 4.5. Rate of Assessments. Both annual and special assessments (other than (i) special assessments imposed by reason of non-compliance with the Condominium documents; or (ii) special assessments to raise funds for the rebuilding or major repair of a portion of the structural Common Area) shall be levied upon each Condominium at a uniform rate, and may be collected on a monthly basis or otherwise as determined by the Board. A special assessment against Members to raise funds for the rebuilding or major repair of a portion of the structural Common Area shall be levied upon the basis of the ratio of the square footage of the floor area of the Living Unit of the Condominium to the total square footage of the aggregate floor area of the Living Units in all Condominiums to be assessed. A special assessment against a Member to reimburse the Association for costs incurred in bringing the Member and his Condominium into compliance with the provisions of the Condominium documents shall be assessed only against that Member and his Condominium. Any assessment not paid within fifteen (15) days after the due date shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from thirty (30) days after the due date until paid in full. A late charge may be imposed by the Board subject to the limitations imposed by the California Civil Code.

Section 4.6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence as to all Condominiums in each phase of the Project on the first day of the month following the conveyance of the first Condominium to an Owner in that phase, or on the first day of the month following the conveyance of record of the Recreation Area in that phase, if any, to the Association, whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Condominium at least thirty (30) days in advance of each annual assessment period. Written

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

Section 4.7. Effect of Non-Payment of Assessments; Remedies of the Association.

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

Immediately upon recording of any notice of delinquency pursuant to this Section, the amounts delinquent, as set forth in such notice, together with the costs, attorney's fees, late charges and interest, shall (except as otherwise provided in Section 4.4 above) be and become a lien upon the Condominium described in the notice, which lien shall also secure all other payments and/or assessments which shall become due and payable with respect to the Condominium following the recording, and all costs, attorney's fees, late charges and interest. When a notice of delinquency has been recorded, the assessment shall constitute a lien on the Condominium prior and superior to all other liens, except (i) taxes, bonds, assessments and other levies which, by law, would be superior; and (ii) the lien or charge of any first Mortgage of record.

In the event the delinquent assessments and all other assessments which have become due and payable with respect to the same Condominium, together with all costs, attorney's fees, late charges and interest, 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 the lien.

Each assessment lien may be foreclosed in the same manner as the foreclosure of a mortgage upon real property under the laws of the State of California, or may be enforced by sale pursuant to 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 Owners, shall have the power to bid for the Condominium at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the Condominium. Suit to recover a money judgment for unpaid assessments, costs, interest, attorney's fees and late charges shall be maintainable without foreclosing or waiving the lien.

Order: XL37DN9XV
Address: 7365 Calle Cristobal Unit 197
Order Date: 05-28-2024
Document: not for resale
HomeWiseDocs

Section 4.8. Subordination of the Lien to First Deeds of Trust and First Mortgages.

The lien of the assessments, interest, costs, attorney's fees and late charges shall be subordinate to the lien of any first Mortgage upon any Condominium. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale or transfer of any Condominium pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien as to payments which became due prior to such the sale or transfer. No sale or transfer shall relieve the 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 as a result of foreclosure, the 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 the Condominium which became due prior to the acquisition of title to the Condominium by the acquirer. The unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Condominiums, including the acquirer, his successors and assigns.

Section 4.9. Treatment of Monetary Penalty. A monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Declaration, Bylaws or rules of the Association or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Recreation Area or Common Area for which the Member was allegedly responsible or in bringing the Member and his Condominium into compliance with the Declaration, Bylaws or rules of the Association, shall not be treated as an assessment which may become a lien against the Member's Condominium enforceable as provided in the California Civil Code. This Section shall not apply to charges imposed against an Owner which are reasonable late payment penalties for delinquent assessments nor charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent assessments.

Section 4.10. Estoppel Certificate. The Association shall furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a 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 4.11. Personal Liability of Owner. No Owner may exempt himself from personal liability for assessments levied by the Association, nor release the Condominium owned by him from liens and charges by waiver of the use or enjoyment of any of the Recreation Area or Common Area or by abandonment of his Condominium.

Section 4.12. Taxation of Association. In the event that any taxes are assessed against the Recreation Area or Common Area or the personal property of the Association, rather than against the individual Condominiums, the taxes shall be added to the annual

assessments and, if necessary, a special assessment may be levied against the Condominium in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

Section 4.13. Capitalization of Association. Upon acquisition of record title to a Condominium from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for that Condominium. This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed from the escrow to the Association. Amounts paid pursuant to this Section 4.13 shall not be considered as advance payments of assessments and are in addition to and not in lieu of annual and special assessments of the Association.

ARTICLE V

RESPONSIBILITIES OF MAINTENANCE

Section 5.1. Owner Maintenance of Living Unit. Each Owner shall be responsible for the maintenance and repair of the doors and windows, including metal frames and tracks, enclosing his Living Unit, the interior of his Living Unit and all appliances whether "built-in" or freestanding within the Living Unit, the interior surfaces of the Living Unit, and the plumbing, electrical and heating systems servicing his Living Unit and located within the outside perimeter of the exterior bearing walls, floors and ceilings thereof, including television cable equipment and connections, and all appliances and equipment located within or without said Living Unit, so long as those systems are used exclusively by such Owner and not in common. Each Owner shall also be responsible for the maintenance and repair of the Deck and Storage area which he has the exclusive right to use, including the interior surfaces of any fence or railing (but not the exterior surfaces), and shall make such repairs as the Board deems necessary to preserve the attractive appearance and protect the value thereof.

Section 5.2. Owner's Grant of Easements. Each Owner grants easements to other Owners to enter into each Living Unit and to have utility companies enter into Living Units to repair the plumbing, heating and electrical systems located thereon, subject to the following limitations. Entry into a Living Unit for emergency purposes may be immediate; provided, however, such entry shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party. Entry into a Living Unit for other than emergency repairs shall be made only after three (3) days notice has been given to the Owner and shall be made with as little inconvenience as possible to the Owner and any damage caused thereby shall be repaired by the entering party.

Section 5.3. Association Maintenance of Common Area. Except as otherwise provided herein, the Association acting through the Board and its officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the Common Area or any portion thereof, together with the improvements, trees, shrubbery, driveways, plants and grass thereon, including all vehicular parking spaces, even though within an Exclusive Use Common Area, and the private water and sewer systems, all as more fully set forth in the Declaration, the Articles and Bylaws. In the event any maintenance or repair results from the act or neglect of an Owner or his guests or licensees, the Owner shall reimburse the Association for such maintenance or repair.

Section 5.4. Association Maintenance of Recreation Area. The Association shall maintain and provide for the maintenance of all the Recreation Area and all improvements, including streets, private sewers and private storm drains, thereon in good repair and appearance. The Association shall provide landscaping and gardening properly to maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed in the Recreation Area by Declarant or Declarant's successor, pursuant to landscape plans submitted to The City of San Diego and approved by the City in connection with approval of the Project.

Section 5.5. Association Maintenance of Landscaping. Landscaping and irrigation systems within the Common Area and Recreation Area shall be maintained to standards that are at least in accordance with specifications set forth in the Bylaws. Notwithstanding the foregoing, the Association shall perform all landscaping required by the City of San Diego to comply with the Planned Residential Permit No. 84-0508 issued by the City of San Diego for the Project, a copy of which is attached to the Declaration as Exhibit "A". In addition, at least once during every consecutive three-month period beginning six (6) months after the first conveyance of a Condominium to an Owner other than Declarant, the Board shall conduct a physical inspection of the landscaping and irrigation systems in the Project. The Board shall make a written report of observations made during the inspection and present the report to the Members at the then next regularly scheduled meeting of Members. The report shall be made a part of the written minutes of such meeting. The Association may employ the services of a professional landscape architect, maintenance contractor or other professional person to assist the Association in performing its duties under the Declaration. There is hereby created a non-exclusive easement in favor of the Association, its officers, agents, employees and independent contractors, to conduct inspections and to provide maintenance, repair and replacement of the landscaping and irrigation systems on the Common Area.

Section 5.6. Association Right of Entry. For the purpose of performing the maintenance of the Recreation Area or Common Area or for any other purpose reasonably related to the performance by the Board of its responsibilities under the Declaration, the Association agents and employees shall have the right to enter any Living Unit or upon

any portion of the Common Area. Entry shall be made with as little inconvenience to the Owner as possible and any damage caused thereby shall be repaired by the Association. Entry into a Living Unit for other than emergency repairs shall be made only after not less than three (3) days' notice has been given to the Owner.

Section 5.7. Association Right to Adopt Rules. The Board shall have the right to adopt reasonable rules not inconsistent with the provisions contained in this Declaration, and to amend the rules from time to time relating to the use of the Recreation Area and 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. The rules may provide that the Owner of a Condominium whose occupant leaves property on the Recreation Area or Common Area in violation of the rules may be assessed (on a non-lien basis) to cover the expense incurred by the Association in removing the property and storing or disposing of it, after appropriate notice and an opportunity for a hearing before the Board and a two-thirds (2/3) vote of approval by the Board. The Board may suspend the voting rights and right to use the recreational facilities located on the Recreation Area and Common Area of a Member who is in default in the payment of any assessment for any period during which such assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations, after reasonable written notice and an opportunity for a hearing before the Board as set forth in the Bylaws which satisfies the minimum requirements of §7341 of the California Corporations Code.

Section 5.8. Association Right to Grant Permits. The Board shall have the right to grant permits, licenses and easements over, under, upon and across the Recreation Area and Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

ARTICLE VI

ARCHITECTURAL CONTROL

No **building**, fence, wall, patio cover or other structure or improvement shall be commenced, erected, placed or altered upon the Recreation Area or Common Area (including the Exclusive Use Common Area) until the location and complete plans and specifications showing the nature, kind, shape, height and materials, including the color scheme, have been submitted to and approved in writing as to harmony of external design and location of surrounding structures and topography by the Board, or by an architectural committee appointed by the Board and composed of three (3) or more, but not to exceed

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document 15 - not for resale

HomeWiseDocs

five (5), representatives. In the event the Board or its designated committee fails to approve or disapprove such locations, plans and specifications or other requests within thirty (30) days after the submission thereof to it, then such approval will not be required, provided that any structure or improvement so erected or altered conforms to all of the conditions and restrictions herein contained, and is in harmony with similar structures erected within the Project. The grade, level or drainage characteristics of the Condominium Property or any portion thereof, shall not be altered without the prior written consent of the Board or its designated committee. No building additions, including patio covers, shall be permitted without the approval of the Planning Director of the City of San Diego. The provisions of this Article shall not apply to the initial construction by Declarant of Condominiums or other improvements to the Condominium Property or Recreation Area, and neither the Board nor any committee appointed by the Board shall have any authority or right to approve or disapprove the initial construction by Declarant of Condominiums or other improvements to the Condominium Property or Recreation Area.

ARTICLE VII

SEPARATION OF INTEREST AND PROHIBITION OF PARTITION

Section 7.1. Separation of Interest. No Owner may sell, assign, lease or convey (i) his interest in the Common Area separate and apart from his Living Unit; nor (ii) his interest in any Exclusive Use Common Area separate and apart from his interest in the Common Area and Living Unit.

Section 7.2. Prohibition of Partition. Each of the Owners of a Condominium, whether such ownership is in fee simple or as a tenant in common, is hereby prohibited from partitioning or in any way severing or separating such ownership from any of the other ownerships in the Condominium Property, except upon the showing that: (i) more than three (3) years before the filing of the action, the Project was damaged or destroyed so that a material part thereof was unfit for its use and the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or (ii) that three-fourths (3/4) or more of the Project has been destroyed or substantially damaged, and that Owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Project; or (iii) that the Project has been in existence in ~~existence~~ of fifty (50) years, that it is obsolete and uneconomic, and that Owners holding in aggregate more than a fifty percent (50%) interest in the Common Area are opposed to repair or restoration of the Project; provided, however, that if any Condominium shall be owned by two (2) or more co-tenants as tenants in common or as joint tenants, nothing herein shall be deemed to prevent a judicial partition as between such co-tenants and no Condominium may be partitioned or subdivided without the prior written approval of the Mortgagee holding the first Mortgage on that Condominium.

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document ¹⁶ not for resale

HomeWiseDocs

Section 7.3. Power of Attorney. The Association is hereby granted an irrevocable power of attorney to sell the Condominium Property for the benefit of all the Owners when the partition of the Owners' interests in the Condominium Property may be had pursuant to Section 7.2 above. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any two (2) Members of the Board who are hereby authorized to record a certificate of exercise in the Office of the County Recorder of San Diego County, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith; provided, however, that the power of attorney shall not apply to the Secretary, Department of Veterans Affairs, an officer of the United States of America.

ARTICLE VIII

RIGHT OF MORTGAGEES

Section 8.1. Actions Requiring Mortgagee Approval. Provided that the Mortgagee informs the Association in writing of its appropriate address and requests in writing to be notified, neither the Association nor any Owner shall do any of the following, unless the Mortgagees of first Mortgages encumbering at least sixty-seven percent (67%) of the Condominiums which are encumbered by a mortgage have given their prior written approval:

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

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

(c) Partition or subdivide any Condominium;

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

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

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

Section 8.2. Notification to Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Condominium number or address, any Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

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

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

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

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

ARTICLE IX

DESTRUCTION OF COMMON AREA, RECREATION AREA OR LIVING UNITS

Section 9.1. Casualty Destruction of Common Area. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

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

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

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

(d) Anything in Subsection (c) above to the contrary notwithstanding, the Board shall contract for such repair or rebuilding of Common Area which consists of Condominium 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 the Condominium Building(s) agree to the repair or restoration of the Condominium Building(s).

(e) If a bid to repair or rebuild is accepted, the Board shall levy a special assessment against each Condominium in the proportion the Condominiums are assessed, pursuant to Section 4.5 of Article IV of this Declaration, for purposes of raising funds for the rebuilding or major repair of a portion of the structural Common Area, to make up any deficiency between the total insurance proceeds and the contract price for such repair

and rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the account of the Association to be used for such rebuilding.

Section 9.2. Taking of Common Area. If any portion of the Common Area is taken by condemnation, eminent domain or any proceeding in lieu thereof, and the award therefor is not apportioned among the Owners (and their Mortgagees as their respective interests then appear) by court judgment or by agreement between the condemning authority and each of the affecting Owners, then the Owners of the Common Area (and their Mortgagees as their respective interests then appear) shall be entitled to receive a distribution from the award for such taking in the same proportion as insurance proceeds will be distributed pursuant to Subsection (c) of Section 9.1 above; provided, however, that should it be determined to repair or rebuild any portion of the Common Area, such proceeds shall be paid to the Association for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in Section 9.1 of this Article IX for repairing damaged or destroyed portions of the Common Area. A decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided above in Section 9.1 of this Article IX for determining whether to rebuild or repair following damage or destruction.

Section 9.3. Casualty Destruction of Living Unit. In the event of damage or destruction to any Living Unit, the Owner shall reconstruct the same as soon as reasonably practicable and substantially in accord with the original plans and specifications; provided, however, that the Owner may, with the written consent of the Board, reconstruct or repair the Living Unit pursuant to new or changed plans and specifications. In the event the Board fails to approve or disapprove the changed plans and specifications within sixty (60) days of the receipt thereof, they shall be deemed to have been approved.

Section 9.4. Taking of Living Unit. In the event of any taking of a Living Unit, the Owner (and his Mortgagees as their interests may then 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 any further interests in the Condominium Property if such Owner shall vacate his Living Unit as the result of such taking. In such event, the Owner shall grant his remaining interests in the Common Area appurtenant to the Living Unit so taken, if any, to the other Owners owning a fractional interest in the same Common Area, the grant to be in proportion to the fractional interest in the Common Area then owned by each other Owner.

Section 9.5. Taking of Recreation Area. In the event the Recreation Area or any portion thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

authority entitled to exercise the power of eminent domain, then the award or consideration for such taking or transfer shall be paid to and belong to the Association.

Section 9.6. Association Insurance. The Association shall obtain and continue in effect the following insurance:

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

(b) A public liability and property damage insurance policy with cross liability endorsement, if available, insuring the Association, any manager, the Declarant and the Owners against liability incident to ownership or use of the Recreation Area and Common Area. The limits of such insurance shall not be less than \$1,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence.

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

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

(e) A standard all risk of loss perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value of all improvements to the Recreation Area, a policy covering all loss to personalty owned by the Association insured with coverage

in the maximum insurable fair market value of such personalty as determined annually by an insurance carrier selected by the Association. Insurance proceeds for improvements in the Recreation Area and personalty owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Recreation Area. In the event the cost of such replacement, repair or rebuilding of Recreation Area (i) exceeds the insurance proceeds available therefor; or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof shall be assessed to the Owners as a special assessment pursuant to Section 4.1 of Article IV above.

Insurance premiums for the insurance policies set forth above shall be a Common Expense to be included in the annual assessments levied by the Association. Each Owner shall be responsible to pay any deductible amount for any loss to his Condominium. Each Owner may separately insure the improvements not covered by the master fire insurance policy and personal property within his Living Unit. No Owner shall insure his Condominium in any manner which would cause any diminution in insurance proceeds from the master policy. Should any Owner violate this provision he shall be responsible to the Association for any such diminution. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by Owners at any reasonable time(s). All insurance policies shall (i) provide that they shall not be cancellable by the insurer without first giving at least ten (10) days' prior notice in writing to the Association; and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners. Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the FNMA so long as FNMA holds a mortgage on or owns any Condominium.

Section 9.7. Mortgage Approval. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with original plans and specifications, unless other action is approved by Eligible Mortgage Holders of first Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to Eligible Mortgage Holders' Mortgages.

ARTICLE X

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

Section 10.1. Residential Purposes. Each Living Unit shall be improved, used and occupied for private, single-family dwelling purposes only, and no portion thereof nor the

Common Area shall be used for any commercial purpose whatsoever; provided, however, Declarant may use any of the Living Units and Exclusive Use Common Areas owned or leased by Declarant as model homes and sales offices during that period of time commencing when the Condominiums are first sold or offered for sale to the public and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate owners thereof or seven (7) years after the first escrow closes, whichever first occurs.

Section 10.2. Lease of Condominium. Each Owner shall have the right to lease his Condominium, provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, the Bylaws and the rules and regulations of the Board, and that the failure to comply with the provisions of these documents shall be a default under the lease. With the exception of a lender in possession of a Condominium following a default under a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his Condominium for transient or hotel purposes. Any lease which is either for a period of less than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes.

Section 10.3. No Use Causing Loss of Insurance. No Living Unit, Exclusive Use Common Area or improvements situated therein shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or cause any such policy or policies representing such insurance to be cancelled or suspended, or the company issuing the same to refuse renewal thereof.

Section 10.4. Pets. Not exceeding two (2) usual and ordinary household pets (exclusive of caged birds or aquarium fish) neither of which weighs more than 40 pounds may be kept in any Living Unit or Exclusive Use Common Area without the prior written consent of the Board. Pets shall not be allowed on other portions of the Recreation Area or Common Area except as may be permitted by rules made by the Board. Except as provided hereinabove, no animals, livestock, birds or poultry shall be brought within the Condominium Property or kept in any Living Unit or on any portion of the Common Area. No pet shall be permitted to be kept within any portion of the Condominium Property if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other Owners.

Section 10.5. Nuisance. No Living Unit or Exclusive Use Common Area shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other such areas or annoy them by unreasonable noise or otherwise, nor shall any nuisance be committed or permitted to occur in any Living Unit nor on the Common Area.

Section 10.6. Sign Control. No signs other than one sign of customary and reasonable dimensions advertising a Condominium for sale or lease shall be erected or displayed in any Living Unit so that it is visible from without such Living Unit without the prior written permission of the Board. All signs must conform with applicable governmental ordinances. No signs shall be erected or displayed on the Common Area or Recreation 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 10.1 above, such signs, poles and advertisements as it deems appropriate in connection with its sales program for the sale to the public of Condominiums.

Section 10.7. Outside Antennae. There shall be no outside television or radio antennae, masts, poles or flag poles constructed, installed or maintained on the Condominium Property for any purpose whatsoever other than one master television antenna system which may be installed by Declarant or at the Board's direction.

Section 10.8. Owner Not to Alter Common Area. Except as otherwise specifically provided herein, nothing herein contained shall give the Owner the right to paint, decorate, remodel, landscape or adorn any part or parcel of the Common Area without the written consent of the Board.

Section 10.9. No Offensive Activity. 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 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 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 initial construction of the buildings located on the Condominium Property or as allowed by the Board. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes on the Common Area, except in areas which may be approved by the Board.

Section 10.10. Power Equipment. No power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted on the Condominium

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Docuement 24 - not for resale

HomeWiseDocs

Property, except with prior written approval of the Board. Approval shall not be unreasonably withheld and in deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

Section 10.11. Use of Common Area. Except as otherwise provided herein, the Common Area shall be improved and used only for the following purposes:

- (a) affording vehicular passage and pedestrian movement within the Condominium Property, including access to the Living Units;
- (b) recreational use by the Owners and occupants of Living Units in the Condominium Property and their guests, subject to rules established by the Board;
- (c) 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;
- (d) 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 as may from time to time be determined by the Board. Each parking space shall be permanently maintained as a parking space and shall not be converted to any other use. No charge shall be made for the use of parking spaces;
- (e) as Exclusive Use Common Areas to be used in the manner hereinafter described. Nothing herein shall be deemed to allow persons other than the Owner of a Living Unit to which an Exclusive Use Common Area is appurtenant (or his tenants and lessees) to enjoy the use thereof;
- (f) as sales offices and for display to prospective purchasers of Condominiums for the period described in Section 10.1 above;
- (g) for such other purposes as the Board may authorize consistent with the Declaration or as provided in the Declaration.

No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the Common Area be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Area or in storage areas

designated by the Board), nor in any manner which shall increase the rate of which insurance against loss by fire, or the perils of the extended coverage endorsement to the California Standard Fire Policy form, or bodily injury, or property damage liability insurance covering the Common Area and improvements situated thereon may be obtained, or cause such premises to be uninsurable against such risks or any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

Section 10.12. Additional Use. The Board shall have the right to allow one or more Owners exclusively to use portions of the otherwise nonexclusive Common Area, provided that such portions of the Common Area are nominal in area and adjacent to the Owner's Exclusive Use Common Area(s) or Living Unit, and, provided further, that such use does not unreasonably interfere with any other Owner's use or enjoyment of the Project. Each Owner shall also have the right to use those portions of the Common Area in which Declarant has installed heating, air conditioning or solar panel equipment for purposes of serving that Owner's Living Unit as part of the initial construction of the Project, or which is thereafter installed by the Owner; provided, however, that no installation shall be made by an Owner without the prior written approval of the Board. All heating, air conditioning and solar panel equipment shall be maintained and repaired by the Owner of the Living Unit being served.

Section 10.13. Owners Liable for Damage. Each Owner shall be legally liable to the Association for all damages to the Recreation Area and Common Area, 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. Each Owner shall be responsible for compliance with the provisions of the Declaration, Articles, Bylaws and rules of the Board by his guests, lessees and all occupants of his Living Unit, and shall, after written notice and an opportunity for a hearing, pay the fines and penalties assessed pursuant to the Declaration, the Bylaws or Board rules for any violation by his guests, lessees and occupants of his Living Unit.

Section 10.14. Interior Surfaces. Each Owner shall have the right, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the Living Unit, and the surfaces of the bearing walls and partitions located within the Living Unit. Owners shall have the right to substitute new finished surfaces in place of those existing on the ceiling, floors, walls and doors of said Living Unit. Each Owner shall keep his Living Unit in good repair.

Section 10.15. Exclusive Use Common Areas Appurtenant. Each Exclusive Use Common Area shall be (i) appurtenant to the Living Unit with which the Exclusive Use

Common Area is conveyed; and (ii) used only for the purposes set forth in the Declaration. The right to so use an Exclusive Use Common 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 Common 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 Common Area or any rights thereto (other than said revokable licenses) shall be transferred or conveyed apart from conveyance of the Condominium to which they are appurtenant. Each Exclusive Use Common Area shall be deemed to be Common Area for all those purposes set forth in this Declaration which are not inconsistent with this Article X or Article V.

Section 10.16. Use of Exclusive Use Common Areas. Each Owner shall have the right to place furniture and potted plants upon the Deck which he has the exclusive right to use.

Each Owner shall have the right to park one motor vehicle in the Covered Carport which he has the exclusive right to use and one motor vehicle in the Uncovered Carport, if any, which he has the exclusive right to use.

Each Owner shall have the right to store non-flammable items of personal property within the Storage area which he has the exclusive right to use.

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

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Enforcement. The Association, Declarant and any Owner shall have the right to enforce by any proceedings at law or in equity, all covenants, conditions, restrictions and reservations now or hereafter imposed by the provisions of the Declaration. Each Owner shall have a right of action against the Association for any failure of the Association to comply with the provisions of the Declaration or of the Bylaws or Articles. Failure by the Association or any Owner to enforce any covenant, condition, restriction or reservation in the Declaration shall, in no event, be deemed a waiver of the right to do so thereafter.

Section 11.2. Severability. Should any provision in the Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions shall be and remain in full force and effect.

Section 11.3. Amendments. During the period of time prior to conversion of the Class B membership to Class A membership in the Association, the Declaration may be amended by the vote or written consent of seventy-five percent (75%) of the voting power of each class of Members of the Association, which amendment shall become effective upon the recording of the amendment in the Office of the County Recorder of San Diego County, California. After conversion of the Class B membership in the Association to Class A membership, the Declaration may be amended by the vote or written consent of (i) seventy-five percent (75%) of the total voting power of the Association; and (ii) at least seventy-five percent (75%) of the voting power of Members of the Association other than Declarant. Anything contained herein to the contrary notwithstanding, no amendment material to a Mortgagee may be made to this Declaration without the prior written consent of Eligible Mortgage Holders whose Mortgages encumber sixty-seven percent (67%) or more of the Condominiums within the Condominium Property which are subject to Eligible Mortgage Holder Mortgages. For purposes hereof, any amendments to provisions of this Declaration governing any of the following subjects, shall be deemed "material to a Mortgagee":

- (a) The fundamental purpose for which the Project was created (such as a change from residential use to a different use).
- (b) Assessments, assessment liens and subordination thereof.
- (c) The reserve for maintenance, repair and replacement of the Recreation Area and Common Area.
- (d) Property maintenance and repair obligations.
- (e) Casualty, liability insurance and fidelity bonds.
- (f) Reconstruction in the event of damage or destruction.
- (g) Rights to use the Recreation Area and Common Area.
- (h) Annexation.
- (i) Voting.
- (j) The percentage interest of the Owners in the Common Area.

- (k) Boundaries of any Living Unit.
- (l) The interests in Exclusive Use Common Areas and other portions of the Common Area.
- (m) Leasing of Condominiums.
- (n) Imposition of any right of first refusal or similar restriction on the right of a Condominium Owner to sell, transfer or otherwise convey his Condominium.
- (o) Any provision which, by its terms, is specifically for the benefit of the first Mortgagees, or specifically confers rights on first Mortgagees.

An amendment to the Declaration shall not be considered material if it is for the purpose of correcting technical errors or for clarification. An Eligible Mortgage Holder who receives a written request to approve amendments (including additions) who does not deliver or mail to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

Anything contained herein to the contrary notwithstanding, the percentage of voting power of Members necessary to amend a specific clause or provision of the Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. The percentage of membership votes or written consents required to amend the Declaration may be reduced under certain circumstances by Court Order obtained pursuant to California Civil Code §1356.

Section 11.4. Extension of Declaration. Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2035, after which date they shall automatically be extended for successive periods of ten (10) years unless the Owners have executed and recorded at any time within six (6) months prior to December 31, 2035, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2035 or at the end of any such ten (10) year period.

Section 11.5. FHA and VA Approval. So long as there is a Class B membership in the Association, the following actions shall require prior approval of the FHA and VA: annexation of additional properties to the Project, mergers and consolidations, special assessments and any amendment to this Declaration. If VA approval is required, a draft

of the amendment to this Declaration shall be submitted to and approved by the VA prior to recordation of the amendment.

Section 11.6. Encroachment Easement. In the event any portion of the Recreation Area or Common Area encroaches upon any Living Unit or any Living Unit encroaches upon the Recreation Area or Common Area or another Living Unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. 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, Recreation Area or Common Area shall be easements for the maintenance of said encroachments so long as they shall exist.

Section 11.7. Litigation. In the event the Association, Declarant or any Owner shall commence litigation to enforce any of the covenants, conditions or restrictions herein contained, or contained in the Bylaws, the prevailing party in the litigation shall be entitled to costs of suit and such attorney's fees as the court may adjudge reasonable and proper. The "prevailing party" shall be the party who is entitled to recover costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover costs or attorney's fees.

Section 11.8. Annexation of Additional Property.

(a) Upon approval in writing of the Association, pursuant to two-thirds (2/3) of the voting power of each class of Members of the Association, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Declaration of Annexation which shall extend the scheme of this Declaration to such property. After conversion of the Class B membership in the Association to Class A membership, the action herein requiring membership approval shall require the vote or written consent of (i) two-thirds (2/3) of the voting power of Members of the Association; and (ii) two-thirds (2/3) or more of the voting power of Members of the Association other than Declarant.

(b) If, within three (3) years following the date of the original issuance by the California Department of Real Estate of the most recently issued Final Subdivision Public Report for a phase of the Project, Declarant should develop additional lands within the Real Property described above in Recital A, the additional lands or any portion thereof may be added to the Condominium Property or Recreation Area and included within this Declaration and the jurisdiction of the Association by action of Declarant without the assent of Members of the Association; provided, however, that the development of the additional lands shall be in accord with the plan of development submitted to (i) the Department of Real Estate prior to the time a Final Subdivision Public Report is issued in connection with the Condominium Property; and (ii) the VA. Annexation may be accomplished by the recording of a Declaration of Annexation or by the recording of a separate Declaration of Covenants, Conditions and Restrictions which requires Owners of Condominiums in the annexed property to be Members of the Association. The obligation of Owners to pay dues to the Association and the right of Owners to exercise voting rights in the Association in the annexed property shall not commence until the first day of the month following close of the first sale of a Condominium by Declarant in that particular phase of development so annexed. Prior to any annexation under this Subsection 11.8(b), detailed plans for the development of the additional property must be submitted to the VA, and the VA must determine that such detailed plans are in accordance with the general plan and so advise Declarant. Subject to annexation of additional property as set forth in this Subsection 11.8(b):

(i) Declarant hereby reserves, for the benefit of and appurtenant to the Condominiums hereinafter located in phases 2 through 4, respectively, and their respective Owners, non-exclusive easements to use the Common Area and Recreation Area (other than any residential building or Exclusive Use Common Area) in the Project, pursuant to and in the manner set forth in this Declaration, to the same extent and with the same effect as if each of the Owners of a Condominium in phases 2 through 4, respectively, owned an undivided interest in the Common Area in the Condominium Property.

(ii) Declarant hereby grants, for the benefit of and appurtenant to each Condominium in the Condominium Property and their Owners, the non-exclusive easement to use the Common Area and Recreation Area (other than any residential building or Exclusive Use Common Area) in phases 2 through 4, respectively, pursuant to the provisions of and in the manner prescribed by this Declaration, to the same extent and with the same effect as if each of the Owners of a Condominium in the Condominium

Property owned an undivided interest in the Common Area of the property annexed.

The reciprocal cross-easements set forth herein shall be effective as to each phase, respectively, and as to the Condominium Property, only at such time as each phase, respectively, has been annexed by the recording of a Declaration of Annexation or separate Declaration of Covenants, Conditions and Restrictions by Declarant, and prior to that time, neither the Condominium Property nor phases 2 through 4, respectively, shall be affected hereby nor shall the Owners in phases 2 through 4, respectively, have such rights in the Common Area within the Condominium Property.

In the event Declarant has rented any Condominium in a phase to be annexed to the Declaration for a period of one (1) year prior to the close of the first escrow for the sale of a Condominium in that phase, Declarant shall, as a condition to annexing that phase pursuant to Subsection (b), provide to the Association a written commitment to pay to the Association, concurrently with the closing of the escrow for the first sale in that phase, appropriate amounts for reserves for replacement or deferred maintenance of Common Area improvements in that phase necessitated or arising out of the use and occupancy of Condominiums in that phase.

A Declaration of Annexation may be revoked or amended by Declarant without the approval of the Association or any Owner at any time before the conveyance of record by Declarant of a Condominium within the property annexed by the Declaration of Annexation. A draft of the notice of revocation or amendment must be submitted to and approved by the VA prior to its recordation.

Section 11.9. Owner Compliance. Each Owner, tenant or occupant of a Condominium shall comply with the provisions of the Declaration, the Bylaws, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

Section 11.10. Special Responsibilities of Association. In the event that the improvements to be installed by Declarant to the Recreation Area or Common Area have not been completed prior to the issuance by the California Department of Real Estate of a Final Subdivision Public Report covering the Condominium Property, and in the further event that the Association is the obligee under a bond to secure performance by the Declarant to complete such improvements, then if such improvements have not been completed and a Notice of Completion filed within sixty (60) days after the completion date specified in the Planned Construction Statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

such improvement then the Board shall consider and vote on the question if the improvements have not been completed and a Notice of Completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines not to take action to enforce the obligations secured by the bond, or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing not less than five percent (5%) of the total voting power of the Association, the Board shall call a special meeting of the Members of the Association to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. The meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At the meeting a vote of a majority of the voting power of the Members of the Association, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

Section 11.11. Limitation of Restrictions on Declarant. Declarant is undertaking the work of construction of residential Condominium dwellings and incidental improvements upon the Condominium Property and on the Recreation Area. 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 Recreation Area, Condominium Property or in 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 or Recreation Area, 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 or Recreation Area its business of completing said work, and of establishing a plan of Condominium ownership and of disposing of said Condominium Property in Condominium dwellings by sale, lease or otherwise; or

Order: XL3/DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs

(d) Prevent Declarant from maintaining such sign or signs on any of the Condominium Property and Recreation Area 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, the Recreation Area or the Common Area.

The rights of Declarant provided in Subparagraphs (a) through (d) above, may be exercised during the period of time commencing when the Condominiums are first sold or offered for sale to the public and ending when all the Condominiums in the Project are sold and conveyed by Declarant to separate owners, or seven (7) years following the date of conveyance of the first Condominium in the Project from Declarant to a retail purchaser, whichever shall first occur. So long as Declarant, its successors and assigns owns one or more of the Condominiums established and described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration. Declarant, in executing its rights under this Section 11.11, shall not unreasonably interfere with the use of the Recreation Area or Common Area by any Owner.

Section 11.12. Liens Not Invalid. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any Mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon any Owner whose title is derived through foreclosure sale, trustee's sale or otherwise.

Section 11.13. Provisions of Civil Code Section 1360. Section 1360 of the California Civil Code provides as follows:

"(a) Subject to the provisions of the governing documents and other applicable provisions of law, if the boundaries of the separate interest are contained within a building, the owner of the separate interest may do the following:

(1) Modify a unit in a condominium project, at the owner's expense, to facilitate access for persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the unit for the purposes of this paragraph if the unit is on the ground floor or already accessible by an existing ramp or elevator. The right granted by this paragraph is subject to the following conditions:

(A) The modifications shall be consistent with applicable building code requirements.

(B) *The modifications shall be consistent with the intent of otherwise applicable provisions of the governing documents pertaining to safety or aesthetics.*

(C) *Modifications external to the dwelling shall not prevent reasonable passage by other residents, and shall be removed by the owner when the unit is no longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf or physically disabled.*

(D) *Any owner who intends to modify a unit pursuant to this paragraph shall submit his or her plans and specifications to the association of the condominium project for review to determine whether the modifications will comply with the provisions of this paragraph. The association shall not deny approval of the proposed modifications under this paragraph without good cause.*

(b) *Any change in the exterior appearance of a separate interest shall be in accordance with the governing documents and applicable provisions of law."*

Section 11.14. Documents to be Provided to Prospective Purchaser. Each Owner, other than Declarant, shall, as soon as practicable before transfer of title to a Condominium, provide to the prospective purchaser the following:

- (a) A copy of the Articles, Bylaws and Declaration.
- (b) A copy of the most recent financial statements of the Association.
- (c) A true statement in writing from an authorized representative of the Association as to the amount of any assessments levied upon the Condominium which are unpaid as of the date of the statement. The statement shall also include true information on late charges, interest and costs of collection which, as of the date of the statement, are or may be made a lien upon the Condominium.

Section 11.15. Limitation on Officers' and Directors' Liability. Section 1365.7 of the California Civil Code provides for a partial limitation on the liability of volunteer officers and directors of the Association who reside in a Living Unit, provided that certain requirements, as set forth in the Code section, are satisfied. The requirements include that general liability insurance be carried by the Association in specified amounts.

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

Home351seDocs

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

ROADRUNNER RIDGE, LTD., a California limited partnership

BY: DOUGLAS ALLRED COMPANY, a California corporation, General Partner

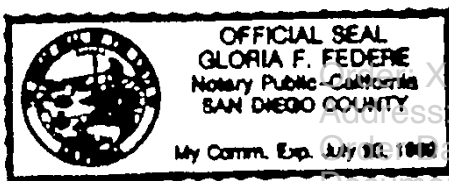
By [Signature]

By _____

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

On this 9th day of JUNE, 1989, before me, GLORIA F. FEDERE, a Notary Public in and for said state, personally appeared HAZEL E. HAWN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the AGENT ~~President~~, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ~~Secretary~~ of DOUGLAS ALLRED COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of ROADRUNNER RIDGE, LTD., the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and ~~that~~ such partnership executed the same.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC

1528

89-310980

Recording Requested By
FLOOR TITLE INSURANCE COMPANY OF CALIFORNIA
When Recorded Return To:

89 JUN 30 PM 12:30

McDONALD, HECHT & SOLBERG
Mr. Alex C. McDonald
1100 Great American Building
600 "B" Street
San Diego, California 92101

VERA L. LYLE
COUNTY RECORDER

1174179

RF	11
AR	6
MG	2

DECLARATION OF ANNEXATION
CANYON PARK VILLAS Phase 2

THIS DECLARATION OF ANNEXATION is made as of June 15, 1989, by ROADRUNNER RIDGE, LTD., a California limited partnership (hereinafter called "Declarant"), with reference to the following

RECITALS:

A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") which was recorded on June 13, 1989 with the Office of the County Recorder of San Diego County, California, as File/Page No. 89-310980 covering the real property located in The City of San Diego, County of San Diego, California, described as:

Lots 10, 11 and 12 of ROADRUNNER RIDGE UNIT NO. 1 according to Map thereof No. 12199 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988.

Lots 11 and 12 are defined in the Declaration as the "Condominium Property" and Lot 10 is defined in the Declaration as "Recreation Area".

B. The Declaration provides in Section 11.8 of Article II that Declarant may annex additional property as described in Recital C of the Declaration to the Condominium Property and Recreation Area described in the Declaration, and thereby make such additional property subject to the Declaration and subject to the jurisdiction of CANYON PARK VILLAS HOMEOWNERS ASSOCIATION which is defined in the Declaration as the "Association."

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

Lots 7, 8 and 9 of ROADRUNNER RIDGE UNIT NO. 1 according to Map thereof No. 12199 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988,

which property is a part of the property described in Recital C of the Declaration, which may be annexed to the Condominium Property and to the jurisdiction of the Association.

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

NOW, THEREFORE, Declarant declares as follows:

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

Lots 7, 8 and 9 of ROADRUNNER RIDGE UNIT NO. 1 according to Map thereof No. 12199 filed in the Office of the County Recorder of San Diego County, California, on September 22, 1988 (hereinafter called "Annexed Condominium Property"),

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

2. The Annexed Condominium Property includes 72 Living Units with the remainder of the Annexed Condominium Property being Common Area, as defined in the Declaration and as shown upon the Condominium Plan covering the Annexed Condominium Property which has been, or will be recorded with the Office of the County Recorder of San Diego County, California.

(a) Declarant hereby reserves for the benefit of the Owners of Condominiums now or hereafter located on Phases 1, 3 and 4, as defined in the Declaration, and their respective Owners, non-exclusive easements to use the Common Area in the Annexed Condominium Property pursuant to and in the manner set forth in the Declaration to the same extent and with the same effect as if each Owner of a Condominium in Phases 1, 3 and 4 owned an undivided interest in the Common Area of the Annexed Condominium Property, excepting from the Common Area any residential buildings and any portion which is designated as an Exclusive Use Common Area.

(b) Declarant hereby grants to and for the benefit of and appurtenant to each Condominium in the Annexed Condominium Property, and their respective Owners, a non-exclusive easement to use the Common Area in Phases 1, 3 and 4, as defined in the Declaration, pursuant to the provisions of and in the manner prescribed by the Declaration to the same extent and with the same effect as if each of the Owners of a Condominium in the Annexed Condominium Property owned an undivided interest in the Common Area of Phases 1, 3 and 4, excepting from said Common Area any residential buildings and any portion which is designated as an Exclusive Use Common Area.

(c) The reciprocal cross-easements set forth in this Section 3 shall be effective, as to Phases 3 and 4, respectively, only at such time as Phases 3 and 4, respectively, have been annexed to the Condominium Property and to the jurisdiction of the Association by the recording of a Declaration of Annexation and, prior to that time, Phases 3 and 4, respectively, shall not be benefited thereby nor shall the Owners of Condominiums in the Annexed Condominium Property have such right in the Common Area of Phases 3 and 4; respectively.

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

5. This Declaration of Annexation may be revoked or amended by Declarant without the approval of the Association or any Owner at any time before the conveyance of record by Declarant of a Condominium in the Annexed Property. A draft of the notice of revocation or amendment shall be submitted to and approved by the Veterans Administration before it is recorded.

No. 34974

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this instrument the day and year first hereabove written.

ROADRUNNER RIDGE, LTD., a California limited partnership

BY: DOUGLAS ALLRED COMPANY, a California corporation, General Partner

By [Signature]

By _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 20th day of JUNE, 1989, before me, ALBION F. FEDERE, a Notary Public in and for said state, personally appeared WAGEL E. HAWIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the AGENT ~~President~~ and SNE 15, personally known to me (or proved to me on the basis of satisfactory evidence) to be the AGENT ~~Secretary~~ of DOUGLAS ALLRED COMPANY, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of ROADRUNNER RIDGE, LTD., the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC

SUBORDINATION AGREEMENT

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, being the beneficiary under that certain deed of trust recorded September 29, 1988 as File/Page No. 88-456154 and re-recorded March 30, 1989 as File/Page No. 89-162154 with the Office of the County Recorder of San Diego County, California, hereby declares that the ~~ten~~ and charge of said deed of trust are and shall be subordinate and inferior to the Declaration of Covenants, Conditions and Restrictions described in the Declaration of Annexation to which this Subordination Agreement is attached and to the Declaration of Annexation,

FIRST INTERSTATE BANK OF CALIFORNIA,
a California corporation

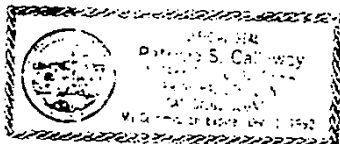
By *Paul W. ...*
VICE PRESIDENT

By _____

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

On this _____ day of _____, 19____, before me, _____, a Notary Public in and for said state, personally appeared *Paul W. ...*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the *Paul W. ...* President, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Patricia S. Callaway
NOTARY PUBLIC

EXHIBIT "A"

**CANYON PARK VILLAS PROJECT
LANDSCAPING/IRRIGATION SYSTEMS MAINTENANCE SPECIFICATIONS**

A. LAWN MAINTENANCE:

1. All growing lawns shall be mowed weekly on a pre-scheduled basis, weather and soil conditions permitting. If weather and soil conditions prohibit efficient mowing, growing lawns shall be mowed on the next regularly scheduled mowing date. Dormant turf areas shall be mowed only as necessary to maintain a neat appearance.
2. All sidewalks shall be cleaned of grass cuttings the same day as mowing.
3. All cuttings shall be collected and removed from the Project on the same day as mowing.
4. The mowing height of turf shall be determined as appropriate in accordance with the type of turfgrass planted.
5. The Association shall be responsible for the replacement of lawn where it is evident that plant material loss is due to poor maintenance practices such as improper or inadequate fertilizing, inadequate or excess watering or failure to prevent erosion.

B. GROUND COVER/PLANT MAINTENANCE:

1. Ground cover/plant areas will be edged and/or maintained to maintain a neat appearance.
2. Cultivate or use chemical weed control in all bare areas.
3. The Association shall be responsible for the replacement of all plant materials, including, but not limited to, trees, shrubs and ground cover, when loss of the plant material is the result of poor maintenance practices such as improper or inadequate fertilizing, inadequate or excess watering or failure to prevent erosion.

C. **SHRUBS:**

1. Shrubs shall be maintained in a healthy growing condition.
2. Pruning shall be performed as required to maintain a natural appearance.
3. Hedges shall be trimmed to maintain a neat appearance.
4. "Boxing", "balling" or formal shaping of shrubs shall not be performed.
5. The Association shall be held responsible for the replacement of shrubs when the plant material loss is due to poor maintenance practices.

D. **TREES:**

1. Maintain trees to promote a healthy growing condition.
2. Staking and guy wiring shall be maintained until such support is no longer reasonably required.
3. Branches and roots obstructing or interfering with walkways, driveways or other structures shall be removed. Branches exceeding 15 feet in height are exempt from this requirement.
4. All trees which do not exceed 15 feet in height shall be trimmed and pruned annually.
5. The Association shall be responsible for the replacement of trees (size based on caliper of tree 3" above soil line), where it is evident that plant material loss is due to poor maintenance practices.

E. **FERTILIZATION:**

1. Fertilizer shall be applied to all planted areas to promote lush and healthful growth from all trees, shrubs, ground covers and lawns.
2. The quantities, varieties of fertilizers and schedules of applications shall be determined by the Association in consultation with a qualified expert.

F. HORTICULTURAL PEST CONTROL:

1. The Association shall take reasonable steps necessary to maintain landscape areas essentially free of harmful horticultural insect and disease infestations as customarily occur in the vicinity of the Project and as preventable by application of available chemical controls.
2. Apply all chemicals in accordance with legal requirements and manufacturer's recommendations.

G. WEED CONTROL:

1. All landscaped areas shall be maintained essentially free of noxious weeds prior to the time that such weeds go to seed, weather and soil conditions permitting.

H. IRRIGATION SYSTEM:

1. Adjust controllers and clocks for seasonal conditions.
2. Sprinkler heads and risers shall be cleaned, repaired and adjusted as required to provide proper irrigation coverage.
3. The area around sprinkler heads will be maintained free and clear of vegetation which interferes with designed coverage.
4. Valve boxes will be maintained free and clear of vegetation.
5. Repair and/or replace any damage, defect or malfunction of the irrigation system within a reasonable time after discovery.
6. Provide and pay for adequate water and electricity to operate the irrigation system.
7. Continually monitor watering to prevent inadequate or excess watering.
8. Drainage inlets, pipelines and swales shall be maintained to allow for continual, unobstructed drainage flows. All drainage inlets, pipelines and swales shall be checked, and if necessary or prudent, be cleared of debris (i) shortly prior to the onset of the usual rainy season, and regularly during and shortly after the rainy season; and (ii) if reasonably possible prior to, and in all cases after, rainstorms occurring at the Project.

Order: XL37DN9XV

Address: 7365 Calle Cristobal Unit 197

Order Date: 05-28-2024

Document not for resale

HomeWiseDocs