



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

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for all units (or ☐ only unit(s) \_\_\_\_\_).  
**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF** Foothill Ranch, **COUNTY OF** Orange, **STATE OF** CALIFORNIA,  
**DESCRIBED AS** 97 Santa Barbara Ct, Foothill Ranch, CA 92610.

**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-07-2024. 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 ☒ is not occupying the property.

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

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Range<br><input type="checkbox"/> Oven<br><input checked="" type="checkbox"/> Microwave<br><input checked="" type="checkbox"/> Dishwasher<br><input type="checkbox"/> Trash Compactor<br><input type="checkbox"/> Garbage Disposal<br><input type="checkbox"/> Washer/Dryer Hookups<br><input type="checkbox"/> Rain Gutters<br><input checked="" type="checkbox"/> Burglar Alarms<br><input checked="" type="checkbox"/> Carbon Monoxide Device(s)<br><input checked="" type="checkbox"/> Smoke Detector(s)<br><input type="checkbox"/> Fire Alarm<br><input type="checkbox"/> TV Antenna<br><input type="checkbox"/> Satellite Dish<br><input type="checkbox"/> Intercom<br><input checked="" type="checkbox"/> Central Heating<br><input checked="" type="checkbox"/> Central Air Conditioning<br><input type="checkbox"/> Evaporator Cooler(s) | Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow. | <input type="checkbox"/> Wall/Window Air Conditioning<br><input checked="" type="checkbox"/> Sprinklers<br><input type="checkbox"/> Public Sewer System<br><input type="checkbox"/> Septic Tank<br><input type="checkbox"/> Sump Pump<br><input type="checkbox"/> Water Softener<br><input checked="" type="checkbox"/> Patio/Decking<br><input type="checkbox"/> Built-in Barbecue<br><input type="checkbox"/> Gazebo<br><input type="checkbox"/> Security Gate(s)<br><input checked="" type="checkbox"/> Garage:<br><input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached<br><input type="checkbox"/> Carport<br><input type="checkbox"/> Automatic Garage Door Opener(s)<br><input type="checkbox"/> Number Remote Controls _____<br><input type="checkbox"/> Sauna<br><input type="checkbox"/> Hot Tub/Spa:<br><input type="checkbox"/> Locking Safety Cover | <input type="checkbox"/> Pool:<br><input type="checkbox"/> Child Resistant Barrier<br><input type="checkbox"/> Pool/Spa Heater:<br><input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Water Heater:<br><input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Water Supply:<br><input type="checkbox"/> City <input type="checkbox"/> Well<br><input checked="" type="checkbox"/> Private Utility or<br>Other <u>Irvine Ranch Water District</u><br><input checked="" type="checkbox"/> Gas Supply:<br><input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)<br><input type="checkbox"/> Window Screens<br><input type="checkbox"/> Window Security Bars<br><input type="checkbox"/> Quick Release Mechanism on<br>Bedroom Windows<br><input type="checkbox"/> Water-Conserving Plumbing Fixtures |
|--|--|---|---|
- Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in Living room  
☐ Gas Starter ☒ Roof(s): Type: Tile Age: 5 - 6 Years (approx.)  
☐ Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

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

(\*see note on page 2)

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials MM / \_\_\_\_\_



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

Opendoor Brokerage Inc., 303 2nd St STE 600 South Tower San Francisco CA 94107  
Mark Biggins

Phone: 4807799000 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

Property Address: 97 Santa Barbara Ct, Foothill Ranch, CA 92610 Date: 02-07-2024

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
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 to this property

2) Property is a townhome, party walls present.12) Buyer to confirm CC&Rs per neighborhood. 13/14) HOA 1 name: Foothill Antibes Maintenance Corporation phone number: (949) 372-4057 main fee: \$ 44.00 paid monthly. HOA 2 name: The Vineyards at Foothill Ranch Homeowners Association phone number: 714-508-9070 main fee: \$ 285.00 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. Megan Meyer Authorized Signer on Behalf of Opendoor Property Trust I Date 02-07-2024

Seller \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 97 Santa Barbara Ct, Foothill Ranch, CA 92610 Date: 02-07-2024

**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 Gabriel Valdez Date 02-07-2024  
(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 Authorized Signer on Behalf of  
Opendoor Property Trust I Date 02-07-2024 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Gabriel Valdez Date 02-07-2024  
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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

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## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/23)

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 97 Santa Barbara Ct, Foothill Ranch, CA 92610, Assessor's Parcel No. 930-563-17, situated in Foothill Ranch, County of Orange, California ("Property").

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

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19**.

5. **DOCUMENTS:**

**ARE YOU (SELLER) AWARE OF...**

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

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

Explanation: \_\_\_\_\_

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:**

**ARE YOU (SELLER) AWARE OF...**

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No  
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials MM / \_\_\_\_\_



### SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Opendoor Brokerage Inc., 303 2nd St STE 600 South Tower San Francisco CA 94107  
Mark Biggins

Phone: 4807799000 Fax: \_\_\_\_\_  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwlf.com](http://www.lwlf.com)

Property Address: **97 Santa Barbara Ct, Foothill Ranch, CA 92610**

- H. Insurance claims affecting the Property within the past 5 years ..... ☒ Yes ☐ No  
I. Matters affecting title of the Property ..... ☐ Yes ☒ No  
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ..... ☒ Yes ☐ No  
K. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No  
Explanation, or ☐ (if checked) see attached; **J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.**  
**G. Property is part of HOA. H. Previous seller filed Slab leak and repaired damages during prior owner ship - details unknown.**

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

- 8. STRUCTURAL, SYSTEMS AND APPLIANCES:** **ARE YOU (SELLER) AWARE OF...**  
A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☒ Yes ☐ No  
B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No  
C. An alternative septic system on or serving the Property ..... ☐ Yes ☒ No  
Explanation: **Floor: Installed new upgraded carpet at all previously carpeted locations. Installed new flooring for the laundry room and hallway bathroom. Plumbing: Installed six new angle stops. Installed new elongated toilet and replaced wax ring. Electrical: Replaced smoke detector and CO2.**

- 9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:** **ARE YOU (SELLER) AWARE OF...**  
Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No  
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ..... ☐ Yes ☐ No  
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)  
Explanation:

- 10. WATER-RELATED AND MOLD ISSUES:** **ARE YOU (SELLER) AWARE OF...**  
A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No  
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property... ☐ Yes ☒ No  
C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No  
Explanation: **A. Property had damage due to water during prior owner ship - details unknown.**

- 11. PETS, ANIMALS AND PESTS:** **ARE YOU (SELLER) AWARE OF...**  
A. Past or present pets on or in the Property ..... ☐ Yes ☒ No  
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☒ No  
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No  
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ..... ☐ Yes ☒ No  
If so, when and by whom .....  
Explanation:

- 12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**  
A. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No

Property Address: **97 Santa Barbara Ct, Foothill Ranch, CA 92610**

- 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. Buyer to confirm CC&Rs per neighbourhood. 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: \_\_\_\_\_

**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

SPQ REVISED 6/23 (PAGE 3 OF 4)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials **MM** / \_\_\_\_\_

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)**

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Untitled





Property Address: 97 Santa Barbara Ct, Foothill Ranch, CA 92610

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: \_\_\_\_\_

**17. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

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

Explanation: \_\_\_\_\_

**18. OTHER:**

**ARE YOU (SELLER) AWARE OF...**

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

Explanation: \_\_\_\_\_

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

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

Authorized Signer on Behalf of

Seller Megan Meyer Opendoor Property Trust I Date 02-07-2024  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**SPQ REVISED 6/23 (PAGE 4 OF 4)**

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)**

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# 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 **97 Santa Barbara Ct, Foothill Ranch, CA 92610** ("Property"), in which \_\_\_\_\_ is referred to as Buyer, and **Opendoor Property Trust I** 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](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 ..... | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (2) Roof coverings made of untreated wood shingles or shakes. ....   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. ....                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (4) Single pane or non-tempered glass windows. ....  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (5) Loose or missing bird stopping or roof flashing. ....  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (6) Rain gutters without metal or noncombustible gutter covers. ....   | <input type="checkbox"/> Yes <input type="checkbox"/> 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 02-07-2024

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 \_\_\_\_\_

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

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**Opendoor**

**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**Foothill Antibes Maintenance Corporation**  
**Powerstone Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

**General Information**

This information is good through 12-06-2023

Is this account in collections? Yes

**Comments: At collection attorney's office of Community Legal Advisors. Please contact them for a balance 949-379-6888**

Account Number: C358-00439-01

The regular assessment is paid through: See Comment

**Comments: At collection attorney's office of Community Legal Advisors. Please contact them for a balance 949-379-6888**

The regular assessment is next due: 01-01-2024

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: \$10.00

**Specific Fees Due To Foothill Antibes Maintenance Corporation**

**Assessment Data:**

Regular Assessment ( Frequency: Monthly ) \$44.00

Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided. Yes

**Comments: California Coventry special assessment is \$21.54 effective 6/1/23 (\$1.77 per month). California Vista special assessment is \$24.01 effective 6/1/23(\$2.00 per month). See budget memos in Homewise.**

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 No

Owner's current balance due (you may total the owners balance due using the breakdown below): See Comment

**Comments: At collection attorney's office of Community Legal Advisors. Please contact them for a balance 949-379-6888**

**General Association Information**

Are there any violations against this unit? No



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

**Foothill Antibes Maintenance Corporation**

**Powerstone Property Management**

**Property Information:**

97 Santa Barbara Ct

Foothill Ranch, CA 92610-2413

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National

Processing Team

678-282-2342

Estimated Closing Date: 12-29-2023

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

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 See Comments

**Comments: Please review CC&R's, rules and regs and/or Rental restriction documents**

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: LaBarre/Oksnee

Identify the insurance agent's name: Jeff Leane

Insurance agent's phone number: 800-698-0711

Insurance agent's fax number: 949-588-1275

Insurance agent's email address:

*Connie Nhu*

**Connie Nhu, Escrow**

**Date: 12-07-2023**

**Powerstone Property Management**

**Phone: 949-372-4057**



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

Foothill Antibes Maintenance Corporation

Powerstone Property Management

### Property Information:

97 Santa Barbara Ct

Foothill Ranch, CA 92610-2413

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

### Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 12-29-2023

### Fee Summary

#### Amounts Prepaid

Transfer Fee	\$250.00
Insurance Dec Page (Non Required Civil Code Sec. 4525)	\$35.00
Closing Statement of Fees, Association Documents and Minutes (Required Civil Code Sec. 4525)	\$475.00
Convenience Fee	\$9.95
<b>Total</b>	<b>\$769.95</b>

#### Fees Due to Foothill Antibes Maintenance Corporation

Prepaid Assessments	\$44.00
<b>Total</b>	<b>\$44.00</b>

*\*At collection attorney's office of Community Legal Advisors. Please contact them for a balance 949-379-6888*



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

**Foothill Antibes Maintenance Corporation**

**Powerstone Property Management**

**Property Information:**

97 Santa Barbara Ct

Foothill Ranch, CA 92610-2413

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National

Processing Team

678-282-2342

Estimated Closing Date: 12-29-2023

**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 4GJCG3RXS ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.**

**Fees Due to Foothill Antibes Maintenance Corporation**

Prepaid Assessments	\$44.00
---------------------	---------

<b>Total</b>	<b>\$44.00</b>
--------------	----------------

*\*At collection attorney's office of Community Legal Advisors. Please contact them for a balance 949-379-6888*

**Include this confirmation number 4GJCG3RXS on the check for \$44.00 payable to and send to the address below.**

**Foothill Antibes Maintenance Corporation**

**9060 Irvine Center Drive**

**Irvine, CA 92618**

Please return check with barcode for faster processing



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

**Foothill Antibes Maintenance Corporation**

**Powerstone Property Management**

**Property Information:**

97 Santa Barbara Ct

Foothill Ranch, CA 92610-2413

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: CA104550

Estimated Close Date: 12-29-2023

HomeWiseDocs Confirmation #: 4GJCG3RXS

Sales Price: [REDACTED]

Closing Date:

Is buyer occupant? No

**Status Information**

Date of Order: 11-21-2023

Board Approval Date:

Order Completion Date: 12-07-2023

Date Paid: 11-28-2023

Order Retrieved Date:

Inspection Date:

**Community Manager Information**

Company: Powerstone Property Management

Completed By: Connie Nhu

Primary Contact: Connie Nhu

Address:

9060 Irvine Center Drive

Irvine, CA 92618

Phone: 949-372-4057

Fax: 949-716-3999

Email: cnhu@powerstonepm.com







## **IMPORTANT:**

Please be sure to read ALL comments included on the Demand and complete & return the New Owner Welcome Sheet attached to the end of your Demand at the close of escrow.

Thank you !

Optimum Escrow Department  
230 Commerce Suite 250  
Irvine, CA 92602  
[ecrow@optimumpm.com](mailto:ecrow@optimumpm.com)

**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
**Optimum Professional Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

**General Information**

This information is good through	12-07-2023
Is this account in collections?	No
What is the current regular assessment against the unit?	285.00
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	11-30-2023
The regular assessment is next due:	12-01-2023
What day of the month are regular assessments due?	1
How many days after the due date is the regular assessment considered delinquent?	15
The penalty for delinquent assessments is:	10% + \$10

**Specific Fees Due To The Vineyards At Foothill Ranch Homeowners Association**

Closing agent is required to collect the following number of additional regular assessments at closing:	1
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$1,988.20
Late Statement Fee	\$10.00
Late Fee	\$28.50
CC&R Violation Fine	\$1,664.70
Monthly Assessment	\$285.00

**General Association Information**

Are there any violations against this unit?	Yes
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**Comments: 3/29/23-Unsightly Items - Upon receipt of this notice, please see that the umbrella placed into the Common Area bushes near your home is disposed of correctly.**

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
---	----



**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
**Optimum Professional Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

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

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:	Roy Palacios Insurance Agency Inc
Identify the insurance agent's name:	Roy Palacios
Insurance agent's phone number:	949-582-0964
Insurance agent's fax number:	949-582-0655
Insurance agent's email address:	

*Brianna Gutierrez*

**Brianna Gutierrez, Escrow Coordinator**

**Date: 12-07-2023**

**Optimum Professional Property Management**

**Email: [escrow@optimumpm.com](mailto:escrow@optimumpm.com)**



**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
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**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

**Comments:**

\*Please make sure that the attached NEW OWNER CONTACT SHEET is sent in with any closing docs or checks you send at the close of escrow

\* THE AMOUNT SHOWN ON THIS DEMAND IS VALID FOR TODAY ONLY. YOU MUST CONTACT HOMEWISEDOCS.COM FOR AN UPDATE OF ALL AMOUNTS OWING PRIOR TO CLOSING.

If the account is not kept current during escrow, collection costs and late fees will be incurred. If a lien is or has been placed on the property, it will not be released until payment in full has been received. Please note an additional fee will be added to this demand to pay for the state mandated lien release fee, you will also have the option to record the release through escrow, please let us know ahead of time if this is what you would like to do.

Update Fees;

1-14 days for an updated demand at No Cost.

15-45 days there is a \$45 charge.

46-90 days there is a \$60 charge. Any Demands that are after 90 days will need to order a new Demand

\* It is the responsibility of the real estate agents to determine if common area keys, gate cards, transmitters, parking passes, etc. are needed and to contact us for the charge for replacement prior to the close of escrow. We will not release these items to a new homeowner until we have transferred ownership after receiving a closing letter and/or funds from escrow.

\*\*Please advise the current homeowner to cancel their Automatic Payment (ACH) for their monthly assessment if it is set up. To do so the homeowner can log in to their Homeowner Portal or email [billing@optimumpm.com](mailto:billing@optimumpm.com) with their request. \*\*



**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
**Optimum Professional Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

**Fee Summary**

**Amounts Prepaid**

Closing Statement of Fees, Association Documents and Minutes (Required Civil Code Sec. 4525)	\$527.00
Convenience Fee	\$9.95
<b>Total</b>	<b>\$536.95</b>

**Fees Due to Optimum Professional Property Management**

Transfer Fee	\$250.00
<b>Total</b>	<b>\$250.00</b>

**Fees Due to The Vineyards At Foothill Ranch Homeowners Association**

Prepaid Assessments	\$285.00
Owner Current Balance	\$1,988.20
<b>Total</b>	<b>\$2,273.20</b>



**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
**Optimum Professional Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
Seller: [REDACTED]  
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

**Requestor:**

OS National  
Processing Team  
678-282-2342  
Estimated Closing Date: 12-29-2023

**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 2KBCP6CD9 ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.**

**Fees Due to Optimum Professional Property Management**

Transfer Fee	\$250.00
<b>Total</b>	<b>\$250.00</b>

**Fees Due to The Vineyards At Foothill Ranch Homeowners Association**

Prepaid Assessments	\$285.00
Owner Current Balance	\$1,988.20
<b>Total</b>	<b>\$2,273.20</b>

**Include this confirmation number 2KBCP6CD9 on the check for \$250.00 payable to and send to the address below.**

**Optimum Professional Property Management**

230 Commerce, Suite 250  
Irvine, CA 92602

**Include this confirmation number 2KBCP6CD9 on the check for \$2,273.20 payable to and send to the address below.**

**The Vineyards At Foothill Ranch Homeowners Association**

230 Commerce, Suite 250  
Irvine, CA 92602





**Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**  
**The Vineyards At Foothill Ranch Homeowners Association**  
**Optimum Professional Property Management**

**Property Information:**

97 Santa Barbara Ct  
Foothill Ranch, CA 92610-2413  
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: CA104550  
Estimated Close Date: 12-29-2023  
HomeWiseDocs Confirmation #: 2KBCP6CD9

Sales Price: [REDACTED]  
Closing Date:  
Is buyer occupant? No

**Status Information**

Date of Order: 11-21-2023  
Board Approval Date:  
Order Completion Date: 12-07-2023  
Date Paid: 11-28-2023

Order Retrieved Date:  
Inspection Date:

**Community Manager Information**

Company: Optimum Professional Property  
Completed By: \*\*Brianna Gutierrez  
Primary Contact: Brianna Gutierrez  
Address:  
230 Commerce, Suite 250  
Irvine, CA 92602  
Phone: 714-508-9070 Ext: 0  
Fax: 714-665-3005  
Email: escrow@optimumpm.com





## **New Owner Contact Sheet**

**IN ORDER TO PROVIDE TIMELY COMMUNICATION WITH OWNERS, IT IS IMPERATIVE WE HAVE ACCURATE CONTACT INFORMATION.**

**Please list all the owners below and select ONE as the primary contact:** (Please select one **ONLY**, if none are selected the first person listed will automatically become the primary):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ ☐ Primary

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ ☐ Primary

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ ☐ Primary

**Property Address:**

Street: \_\_\_\_\_ Unit# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Mailing Address:** (check one)

☐ Property Address

☐ Other:

Street: \_\_\_\_\_ Unit# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Communication Preference:** (check one **ONLY**)

☐ Email

☐ Paper