



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 _____
DESCRIBED AS _____, **COUNTY OF** _____, **STATE OF CALIFORNIA,**
_____ 22 Via Madera# _____, Rancho Santa Margarita, CA 92688

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 11-20-2024. 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
<input type="checkbox"/> Oven
<input type="checkbox"/> Microwave
<input checked="" type="checkbox"/> Dishwasher
<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Garbage Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups
<input checked="" type="checkbox"/> Rain Gutters
<input checked="" type="checkbox"/> Burglar Alarms
<input type="checkbox"/> Carbon Monoxide Device(s)
<input type="checkbox"/> Smoke Detector(s)
<input type="checkbox"/> Fire Alarm
<input type="checkbox"/> TV Antenna
<input type="checkbox"/> Satellite Dish
<input type="checkbox"/> Intercom
<input checked="" type="checkbox"/> Central Heating
<input checked="" type="checkbox"/> Central Air Conditioning
<input type="checkbox"/> Evaporator Cooler(s) | 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
<input checked="" type="checkbox"/> Sprinklers
<input checked="" type="checkbox"/> Public Sewer System
<input type="checkbox"/> Septic Tank
<input type="checkbox"/> Sump Pump
<input type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Patio/Decking
<input type="checkbox"/> Built-in Barbecue
<input type="checkbox"/> Gazebo
<input type="checkbox"/> Security Gate(s)
<input checked="" type="checkbox"/> Garage:
<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached
<input type="checkbox"/> Carport
<input type="checkbox"/> Automatic Garage Door Opener(s)
<input type="checkbox"/> Number Remote Controls _____
<input type="checkbox"/> Sauna
<input type="checkbox"/> Hot Tub/Spa:
<input type="checkbox"/> Locking Safety Cover | <input type="checkbox"/> Pool:
<input type="checkbox"/> Child Resistant Barrier
<input type="checkbox"/> Pool/Spa Heater:
<input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric
<input checked="" type="checkbox"/> Water Heater:
<input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric
<input checked="" type="checkbox"/> Water Supply:
<input type="checkbox"/> City <input type="checkbox"/> Well
<input checked="" type="checkbox"/> Private Utility or
Other Santa Margarita Water District
<input checked="" type="checkbox"/> Gas Supply:
<input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)
<input type="checkbox"/> Window Screens
<input type="checkbox"/> Window Security Bars
<input type="checkbox"/> Quick Release Mechanism on
Bedroom Windows
<input type="checkbox"/> Water-Conserving Plumbing Fixtures |
|---|--|--|--|
- Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter ☒ Roof(s): Type: _____ Tile Age: 2 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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Seller's Initials MM / _____

Buyer's Initials _____ / _____



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

Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410 N Scottsdale Rd, Ste. #1600 Tempe AZ 85281
Melissa Westfall

Phone: 7147674084

Fax:

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

www.lwolf.com

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Property Address: 22 Via Madera# , Rancho Santa Margarita, CA 92688 Date: 11-20-2024

- 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:
- 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
 - 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
 - Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
 - Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
 - 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).)
- Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
 - Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
 - Flooding, drainage or grading problems ☐ Yes ☒ No
 - Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
 - Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
 - Neighborhood noise problems or other nuisances ☐ Yes ☒ No
 - CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
 - Homeowners' Association which has any authority over the subject property ☒ Yes ☐ No
 - Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☒ Yes ☐ No
 - Any notices of abatement or citations against the property ☐ Yes ☒ No
 - 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 condo, party walls present. 12. Buyer to confirm CC&Rs per neighborhood.

13 & 14. HOA 1: Rancho Santa Margarita Landscape and Recreation Corporation Master Association, phone number: (800) 428-5588 and main fee: \$81.00 paid monthly.
HOA 2: Cabo Vista Maintenance Corporation, phone number: (800) 428-5588 and main fee: \$516.00 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 11-20-2024

Seller _____ Date _____

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Buyer's Initials _____ / _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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Property Address: 22 Via Madera# , Rancho Santa Margarita, CA 92688 Date: 11-20-2024

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 11-20-2024
(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 11-20-2024 Buyer _____ Date _____
Authorized signer on behalf of
Opendoor Property Trust I
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Charmaine Frank Date 11-20-2024
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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SELLER PROPERTY QUESTIONNAIRE

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

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

22 Via Madera# , Rancho Santa Margarita, CA 92688, Assessor's Parcel No. 933-744-14, situated in Rancho Santa Margarita, 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
- 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

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SPQ REVISED 6/24 (PAGE 1 OF 4)

Buyer's Initials _____ / _____

Seller's Initials WMM / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410 N Scottsdale Rd, Ste. #1600 Tempe AZ 85281
Melissa Westfall

Phone: 7147674084

Fax:

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

G. Property is part of HOA

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ☐ Yes ☒ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☐ Yes ☒ No
- (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☐ No
- (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... ☒ Yes ☐ No
- (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☒ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$500 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached:

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 smoke/CO detector.

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

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

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

Explanation:

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

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

MM

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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

Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

B. Property is part of HOA.

D. Buyer to confirm CC&Rs per neighborhood.

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

22 Via Madera# , Rancho Santa Margarita, CA 92688

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: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- D. 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.

Seller Megan Meyer

Authorized signer on behalf of
Opendoor Property Trust I

Date 11-20-2024

Seller _____

Date _____

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

Buyer _____

Date _____

Buyer _____

Date _____

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SPQ REVISED 6/24 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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

New Forms





FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Memorandum

October 31, 2024

Dear Special Ops Unit:

PLEASE ENSURE THAT ALL DOCUMENTS AND CLOSING FUNDS ARE REMITTED TO:

**FirstService Residential California, LLC
15241 Laguna Canyon Road
Irvine, CA 92618**

*Failure to send documents and closing funds to the above address may result in delayed processing.

Our website address is <https://fsresidential.com/california/home>

We need your assistance when closing your file.

Please make sure you are cutting checks to the proper entity. All co-mingled checks will be returned to title to be recut to the proper entity per our Statement of Account.

- When cutting your check to the management company for disclosure, please remember to use our new name, FirstService Residential California.
- When cutting your check for any balance due and/or association based charges, make your check payable to the Association.
- When collecting a buyer's pre-payment for association dues, please clarify what months you are collecting for.
- Please include a certified or recorded copy of the deed along with separate checks for each file.
- If sending anything directly to an attorney or collections company, please include a copy of sent items along with your closing documentation to us.
- Please provide the seller's forwarding address in the closing documents remitted to FirstService Residential.

Thank you in advance for your cooperation. If you have any questions please call us at (800) 428-5588.

Sincerely,

FirstService Residential California



FirstService
RESIDENTIAL

FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588

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Billing Disclosure Form

*Provided as required by Section 4525**

CA-B96695

THIS IS NOT AN INVOICE: This form is being provided as required by California Civil Code §4530 and is not intended to be utilized as a total amount due on any specific resale transaction.

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Account Information:

Association: SAMLARC Master Association-
Property Address: 22 Via Madera
Rancho Santa Margarita, CA 92688

Owner of Property:



Owner's Mailing Address: 22 Via Madera, Rancho Santa Margarita, CA 92688

Provider of §4525 Items:

Print Name: Kristine Hoehne
Position/Title: Association Disclosure Specialist
Date Completed: October 31, 2024

**Not Available(N/A),
Not Applicable(N/App),
OR Directly Provided by
Seller and confirmed in
writing by Seller as a**

Document	Civil Code Section	Fee For Document	current document (DP)
Articles of incorporation or statement that not incorporation	Section 4525(a)(1)	\$57.00	
CC&Rs	Section 4525(a)(1)	\$65.00	
Bylaws	Section 4525(a)(1)	\$57.00	
Operating Rules	Section 4525(a)(1)	\$41.00	
Age restrictions, if any	Section 4525(a)(2)	\$0 (Included in CC&Rs)	
Rental restrictions, if any	Sections 4525(a)(9)	\$0 (Included in CC&Rs)	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$57.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	\$0 (Included in Budget)	
Financial statement review	Sections 5305 and 4525(a)(3)	\$57.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	\$0 (Included in Budget)	
Insurance summary	Sections 5300 and 4525(a)(3)	\$0 (Included in Budget)	
Regular assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Special assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Emergency assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Other unpaid obligations of the seller	Sections 5675 and 4525(a)(4)	\$0 (Included in Statement)	
Approved changes to assessments	Sections 5300 and 4525(a)(4),(8)	\$0 (Included in Budget)	
Settlement notice regarding common area defects	Sections 4525(a)(6), (7) and 6100	See disclosure if applicable	
Preliminary list of defects	Section 4525(a)(6), 6000 and 6100	See disclosure if applicable	
Notice(s) of violation	Sections 5855 and 4525(a)(5)	\$0 (Included in Statement)	
Required statement of fees	Section 4525	\$0 (Included in Statement)	
Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$115.00	
TOTAL FEES for these documents:		\$449.00	DO NOT PAY

*The information provided in this form may not include all fees that may be imposed before the close of the escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. Please visit www.fsresidential.com/california, click Order Documents & Certifications in the upper left-hand corner, and follow the instructions to download a full list of fees and services.



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Resale Statement of Account

CA-B96695

Rancho Santa Margarita Landscape and Recreation Corporation Master Association
This statement has been prepared on October 31, 2024
On behalf of [REDACTED]; owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Insurance Information

For all insurance information please contact:

Name: **Brown & Brown of Oregon, LLC**

Phone Number: **503-274-6511**

Fees due from Seller

Please send one check for the following amounts/sums due payable to: Rancho Santa Margarita Landscape and Recreation Corporation Master Association, 15241 Laguna Canyon Road.

Balance due for account number ZSMA-SAMLA-7449-04 through 10/31/2024: \$0.00

The amount above is the balance for the account as of the above date. Late fees, additional assessments and other charges will be added as they occur. *FirstService Residential California* offers (1) free update(s) within 30 days, any subsequent updates are charged \$142 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account (7) days prior to closing.

Please note: No credits will be issued by FirstService Residential California. Any adjustment to the maintenance account must be made between the buyer and seller at closing.

Fees due from Buyer

Please send one check for the following amounts/sums due payable to: Rancho Santa Margarita Landscape and Recreation Corporation Master Association, 15241 Laguna Canyon Road.

First Monthly ASSESSMENT: \$81.00



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Resale Statement of Account (continued)

CA-B96695

Rancho Santa Margarita Landscape and Recreation Corporation Master Association
This statement has been prepared on October 31, 2024
On behalf of [REDACTED]; owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Fees due for Resale Statement of Account

Please send a SEPARATE check for all of the foregoing amounts/sums due to: FirstService Residential California, 15241 Laguna Canyon Road.

The following is a statement including the disclosure fee due for the preparation of this certificate and any subsequent documentation.

Standard (6-10 days) Statement of Account Transfer Processing Fee	\$508.00
Litigation Disclosure / Letter	\$57.00
Occupancy Report	\$49.00
Certificate of Insurance (Association)	\$57.00
Management Liability Certificate	\$57.00
Annual Budget Package	\$57.00
Financial Audit / Review	\$57.00
12 Months Board Meeting Minutes	\$115.00
Operating Rules / Association Policies	\$41.00
CC&Rs	\$65.00
Articles of Incorporation	\$57.00
ByLaws	\$57.00

Total Resale Statement of Account Fees Due: \$1,177.00

Requester Information

Requested By: Special Ops Unit
Company: OS National
Address: 3097 Satellite Blvd, Suite 400
Duluth, GA 30096
Phone #: 6782054092
Email: souprocessing@osnational.com
Escrow #: CA107295

Assessment Information

The following is a statement as to the amount of Rancho Santa Margarita Landscape and Recreation Corporation Master Association's current regular assessments, special assessments, and any other fees or charges currently imposed by the Association and payable by unit owner(s).

ASSESSMENT: **\$81.00 due Monthly on the 1st day of the payment period**
Late Fee: **Any assessment received 16 days after the due date will be assessed a late fee of \$10.00.**



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Resale Statement of Account (continued)

CA-B96695

Rancho Santa Margarita Landscape and Recreation Corporation Master Association
This statement has been prepared on October 31, 2024
On behalf of [REDACTED]; owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Violation Information

The records of Rancho Santa Margarita Landscape and Recreation Corporation Master Association reflect the following alleged violation(s) of the governing documents that remains unresolved at the time of the request:

There are none known at this time.

This statement by the Association does not relieve the Buyer of the property from the obligation to disclose alterations or improvements to the property which violate the declaration or which may not have been approved, nor does it preclude the Association from taking action against the purchaser of the property for violations existing at the time purchase. There may be other items that have not been noted on this statement as it relates to landscaping or architectural improvements that may or may not be approved by the Association at the time of receipt of this notice. California Civil Code §4525 Section (5) read in part; "The notice shall not be deemed a waiver of the association's right to enforce the governing documents against the owner or the prospective purchaser of the separate interest with respect to any violation."

If you have any questions regarding violations, please contact the Community Manager, George Blair, at 949-709-0015.

Litigation Information

This notice confirms that FirstService Residential California has not been advised by the above named association that the association is aware of or has been served with any pending litigation against the association. This is also to advise you that FirstService Residential California has not undertaken any independent search as to whether there is any pending litigation against the association.

This disclosure is meant to provide notice of material litigation matters of the Association that it is aware of as of the date of this disclosure, and this disclosure does not include any matter that might be pending in Small Claims Court.

The proceeding is not intended to suggest that there is or is not active or pending litigation within the association.

You are advised that there are often delays in the preparation of litigation disclosures by associations. They arise due to the delay that occurs from the time a lawsuit is filed against an association until the time it is served on the association, and until a written litigation disclosure is prepared by legal counsel representing an association, and thereafter is made available by an association's board of directors. Once a disclosure on a case is prepared, it is to be regarded as a general notice of certain non-confidential and non-privileged matters in connection with the disclosed litigation as of the date that such disclosure was prepared. In addition, such a disclosure is not an exhaustive discussion of the facts of a case nor is it a prediction of the outcome of it, or an analysis of the financial effect it might have on the association. Therefore should you desire more information about any case, or want to know whether cases that may not as yet be the subject of a written disclosure to members and prospective buyers have been filed against the association, all of the pleadings of a case are public records, and unless sealed by an order of the Court, the file may be viewed and copies may be obtained from the office of the Clerk of the Court in the County where the association is located, which is the County where a lawsuit against an association is usually filed.



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Resale Statement of Account (continued)

CA-B96695

Rancho Santa Margarita Landscape and Recreation Corporation Master Association
This statement has been prepared on October 31, 2024
On behalf of [REDACTED]; owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Disclosure to Seller and Buyer

1. FirstService Residential California is the Property Management Company for Rancho Santa Margarita Landscape and Recreation Corporation Master Association.
2. Homeowner assessments are due in advance on the 1st day of each month. A statement will be sent to the buyer's mailing address, as a courtesy, within 30 days from the notification of close of escrow ("COE") to FirstService Residential California. Should buyer not receive a billing within 30 days of COE, Buyer is to send 1 month's dues payment to the Association along with a copy of this form. The assessment payment due-date is established by the Association (generally the 15th or 30th day of each month), and any payments received after the due date may be subject to a late charge.
3. Association assessments are an assessment ON PROPERTY. California Law provides the Association with the right to lien and foreclose ON YOUR PROPERTY due to nonpayment of assessments.
4. California Civil Code §4525 requires that the Seller of real property within an Association / Common Interest Development provide to a Buyer certain items. The Seller may request the Homeowners Association to provide the Buyer the items and the Association may charge a reasonable fee for this service. These fees, in addition to other fees charged by the Association, are set forth in this Statement of Account.
5. This Statement of Account documents the referenced account as of the date of issuance. Payments and charges are posted to accounts daily. **Escrow, FirstService Residential California offers (1) free update(s) within 30 days, any subsequent updates are charged \$142 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account at least seven (7) days prior to closing.**
6. Upon closing, Escrow is responsible for collecting all amounts shown on this Statement of Account; no refunds will be issued for any Homeowners Association documents requested by Escrow.
7. Should this escrow transaction cancel or not close: a) All amounts shown on this Statement of Account remain payable by the Seller. Entering into an escrow does not suspend the responsibility to pay the Association assessment; b) in the event this escrow transaction cancels, Escrow is responsible for collecting and remitting the cancellation fee of \$75.00. If this fee is not collected, the charge will remain on the Seller's account until paid.
8. Sellers who pay their assessments via ACH can cancel their recurring payment in advance of the closing by going to FSResidential.com/California, selecting "Make a Payment", and logging into their account to terminate their ACH payment setup. The seller's ACH payment will be automatically terminated once the buyer's account is set up in our software system.



FirstService
RESIDENTIAL

FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588

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WelcomeLink

Return Form

CA-B96695

ATTENTION ESCROW:

To assist in refunding any credit balance due to the seller it is imperative that you provide the seller's forwarding address in the closing documents remitted to FirstService Residential. You can utilize the below return form or remit the information in a closing letter from your office.

Failing to provide the seller's forwarding address may result in the seller's credit balance being forwarded to your office for disposition to the seller.

Seller, please provide the following information:

Forwarding Address: _____

Escrow, please provide the following information:

The property will ☐ will not ☐ be occupied by the owners(s). Property will be occupied as of _____

All billings, correspondence for new owners, after COE should be mailed to Buyer's at:

List all new owners on title for said property: _____

The undersigned hereby acknowledge the receipt of this document which specifies the fees due for the Resale Statement of Account, each understands its responsibilities as set forth herein, and each authorizes the Escrow Agent to pay to the Association and FirstService Residential California, the charges set forth, respectively, as currently shown or as may be amended before the Close of Escrow.

Seller's Signature

Date

Buyer's Signature

Date

Name (print or type)

Name (print or type)

Seller's Signature

Date

Buyer's Signature

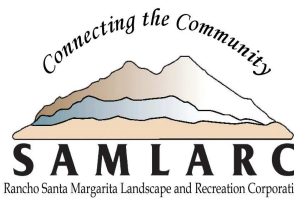
Date

Name (print or type)

Name (print or type)

Please forward this statement signed by all parties, escrow's closing statement(s), fees and sums due to:

FirstService Residential California, LLC
15241 Laguna Canyon Road Irvine, CA 92618



HOW DO I GET MY GATE ACCESS CARDS?

This is a photo ID. Residents Must be present to obtain their Gate Access ID Card.

Only residents of address may obtain Gate Access ID Cards.
Gate Access ID Cards may not be loaned to non-resident of address issued.
Residents may have five (5) non-SAMLARC Guests per residential address
(not per person or Gate Access Card) at any facility.
Residents must be in presence of guests at all times.

HOURS OF OPERATION FOR GATE ACCESS CARDS

Beach Club Office is located at 21472 Avenida de los Fundadores
Phone Number: 949/858-1390
Office hours: 9am to 5pm daily

Quantity of Cards per address: One- (1) Gate Access ID Card per person – MAXIMUM of two Gate Access ID Cards per address. Available only to members of household 18 years of age or older. Both Parties do not have to be present at the same time, however, it is strongly suggested.

Documents required when obtaining Gate Access ID Cards

♦ **Owners:**

1. Close of Escrow documents or Copy of Trust Deed – NO Exception
2. State or Military Issued ID, such as Driver's License or ID Card

♦ **Tenant's of residence** have different requirements

1. Only the owner or the tenant can have Gate Access (not both).
2. The owner must fill out a tenant form giving up Gate Access rights to tenant and supply original to tenant.
3. Copy of Lease Agreement and State or Military issued ID
4. Each time tenant changes, there is a \$50.00 fee for new ID cards.
5. ID Cards may not be transferred by owner or previous tenant to current tenant.

♦ **Apartments:**

1. There are eight (8) apartment complexes that pay monthly assessments for each unit as follows:
 - o Arbor Lane
 - o Avalon Santa Margarita
 - o Avila
 - o Cortesia
 - o Skyview
 - o The Fountains
 - o Villa La Paz
 - o Villa Aliento

PLEASE NOTE: Villa Antonio and their tenants ARE NOT PART OF SAMLARC.

2. Tenants of apartments have the ability to obtain Gate Access ID Cards directly from their on-site Managing Office ONLY.

LOST CARDS: \$50.00 per card replacement fee regardless of reason.



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Memorandum

October 31, 2024

Dear Special Ops Unit:

PLEASE ENSURE THAT ALL DOCUMENTS AND CLOSING FUNDS ARE REMITTED TO:

**FirstService Residential California, LLC
15241 Laguna Canyon Road
Irvine, CA 92618**

*Failure to send documents and closing funds to the above address may result in delayed processing.

Our website address is <https://fsresidential.com/california/home>

We need your assistance when closing your file.

Please make sure you are cutting checks to the proper entity. All co-mingled checks will be returned to title to be recut to the proper entity per our Statement of Account.

- When cutting your check to the management company for disclosure, please remember to use our new name, FirstService Residential California.
- When cutting your check for any balance due and/or association based charges, make your check payable to the Association.
- When collecting a buyer's pre-payment for association dues, please clarify what months you are collecting for.
- Please include a certified or recorded copy of the deed a long with separate checks for each file.
- If sending anything directly to an attorney or collections company, please include a copy of sent items along with your closing documentation to us.
- Please provide the seller's forwarding address in the closing documents remitted to FirstService Residential.

Thank you in advance for your cooperation. If you have any questions please call us at (800) 428-5588.

Sincerely,

FirstService Residential California



FirstService
RESIDENTIAL

FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588

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Billing Disclosure Form

*Provided as required by Section 4525**

CA-B96695

THIS IS NOT AN INVOICE: This form is being provided as required by California Civil Code §4530 and is not intended to be utilized as a total amount due on any specific resale transaction.

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Account Information:

Association: Cabo Vista
Property Address: 22 Via Madera
Rancho Santa Margarita, CA 92688

Owner of Property:



Owner's Mailing Address: 22 Via Madera, Rancho Santa Margarita, CA 92688

Provider of §4525 Items:

Print Name: Christine Tustin
Position/Title: Association Disclosure Specialist
Date Completed: October 31, 2024

**Not Available(N/A),
Not Applicable(N/App),
OR Directly Provided by
Seller and confirmed in
writing by Seller as a**

Document	Civil Code Section	Fee For Document	current document (DP)
Articles of incorporation or statement that not incorporation	Section 4525(a)(1)	\$57.00	
CC&Rs	Section 4525(a)(1)	\$65.00	
Bylaws	Section 4525(a)(1)	\$57.00	
Operating Rules	Section 4525(a)(1)	\$41.00	
Age restrictions, if any	Section 4525(a)(2)	\$0 (Included in CC&Rs)	
Rental restrictions, if any	Sections 4525(a)(9)	\$0 (Included in CC&Rs)	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$57.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	\$0 (Included in Budget)	
Financial statement review	Sections 5305 and 4525(a)(3)	\$57.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	\$0 (Included in Budget)	
Insurance summary	Sections 5300 and 4525(a)(3)	\$0 (Included in Budget)	
Regular assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Special assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Emergency assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Other unpaid obligations of the seller	Sections 5675 and 4525(a)(4)	\$0 (Included in Statement)	
Approved changes to assessments	Sections 5300 and 4525(a)(4),(8)	\$0 (Included in Budget)	
Settlement notice regarding common area defects	Sections 4525(a)(6), (7) and 6100	See disclosure if applicable	
Preliminary list of defects	Section 4525(a)(6), 6000 and 6100	See disclosure if applicable	
Notice(s) of violation	Sections 5855 and 4525(a)(5)	\$0 (Included in Statement)	
Required statement of fees	Section 4525	\$0 (Included in Statement)	
Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$115.00	
TOTAL FEES for these documents:		\$449.00	DO NOT PAY

*The information provided in this form may not include all fees that may be imposed before the close of the escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. Please visit www.fsresidential.com/california, click Order Documents & Certifications in the upper left-hand corner, and follow the instructions to download a full list of fees and services.



FirstService Residential California
15241 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588



Resale Statement of Account

CA-B96695

Cabo Vista Maintenance Corporation
This statement has been prepared on October 31, 2024
On behalf of [REDACTED] owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Insurance Information

For all insurance information please contact:

Name: **LaBarre/Oksnee Insurance**

Phone Number: **800-698-0711**

Fees due from Seller

Please send one check for the following amounts/sums due payable to: Cabo Vista Maintenance Corporation, 15241 Laguna Canyon Road.

Balance due for account number CVI1-CAVIS-0098-04 through 10/31/2024: **\$0.00**

The amount above is the balance for the account as of the above date. Late fees, additional assessments and other charges will be added as they occur. FirstService Residential California offers (1) free update(s) within 30 days, any subsequent updates are charged \$142 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account (7) days prior to closing.

Please note: No credits will be issued by FirstService Residential California. Any adjustment to the maintenance account must be made between the buyer and seller at closing.

Fees due from Buyer

Please send one check for the following amounts/sums due payable to: Cabo Vista Maintenance Corporation, 15241 Laguna Canyon Road.

First Monthly ASSESSMENT: **\$516.00**



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15241 Laguna Canyon Road
Irvine, CA 92618
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Resale Statement of Account (continued)

CA-B96695

Cabo Vista Maintenance Corporation
This statement has been prepared on October 31, 2024
On behalf of [REDACTED] owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Fees due for Resale Statement of Account

Please send a SEPARATE check for all of the foregoing amounts/sums due to: FirstService Residential California, 15241 Laguna Canyon Road.

The following is a statement including the disclosure fee due for the preparation of this certificate and any subsequent documentation.

Standard (6-10 days) Statement of Account Transfer Processing Fee	\$508.00
Litigation Disclosure / Letter	\$57.00
Occupancy Report	\$49.00
Certificate of Insurance (Association)	\$57.00
Management Liability Certificate	\$57.00
Annual Budget Package	\$57.00
Financial Audit / Review	\$57.00
12 Months Board Meeting Minutes	\$115.00
Operating Rules / Association Policies	\$41.00
CC&Rs	\$65.00
Articles of Incorporation	\$57.00
ByLaws	\$57.00

Total Resale Statement of Account Fees Due: **\$1,177.00**

Requester Information

Requested By: Special Ops Unit
Company: OS National
Address: 3097 Satellite Blvd, Suite 400
Duluth, GA 30096
Phone #: 6782054092
Email: souprocessing@osnational.com
Escrow #: CA107295

Assessment Information

The following is a statement as to the amount of Cabo Vista Maintenance Corporation's current regular assessments, special assessments, and any other fees or charges currently imposed by the Association and payable by unit owner(s).

ASSESSMENT: **\$516.00 due Monthly on the 1st day of the payment period**
Late Fee: **Any assessment received 15 days after the due date will be assessed a late fee of \$10.00. At 31 days, an additional 1% of the total assessment amount will be assessed.**



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15241 Laguna Canyon Road
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Resale Statement of Account (continued)

CA-B96695

Cabo Vista Maintenance Corporation
This statement has been prepared on October 31, 2024
On behalf of [REDACTED]; owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
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Violation Information

The records of Cabo Vista Maintenance Corporation reflect the following alleged violation(s) of the governing documents that remains unresolved at the time of the request:

There are none known at this time.

This statement by the Association does not relieve the Buyer of the property from the obligation to disclose alterations or improvements to the property which violate the declaration or which may not have been approved, nor does it preclude the Association from taking action against the purchaser of the property for violations existing at the time purchase. There may be other items that have not been noted on this statement as it relates to landscaping or architectural improvements that may or may not be approved by the Association at the time of receipt of this notice. California Civil Code §4525 Section (5) read in part; "The notice shall not be deemed a waiver of the association's right to enforce the governing documents against the owner or the prospective purchaser of the separate interest with respect to any violation."

If you have any questions regarding violations, please contact the Community Manager, Tammy Niccoli CM-, at 949-448-6036.

Litigation Information

This notice confirms that FirstService Residential California has not been advised by the above named association that the association is aware of or has been served with any pending litigation against the association. This is also to advise you that FirstService Residential California has not undertaken any independent search as to whether there is any pending litigation against the association.

This disclosure is meant to provide notice of material litigation matters of the Association that it is aware of as of the date of this disclosure, and this disclosure does not include any matter that might be pending in Small Claims Court.

The proceeding is not intended to suggest that there is or is not active or pending litigation within the association.

You are advised that there are often delays in the preparation of litigation disclosures by associations. They arise due to the delay that occurs from the time a lawsuit is filed against an association until the time it is served on the association, and until a written litigation disclosure is prepared by legal counsel representing an association, and thereafter is made available by an association's board of directors. Once a disclosure on a case is prepared, it is to be regarded as a general notice of certain non-confidential and non-privileged matters in connection with the disclosed litigation as of the date that such disclosure was prepared. In addition, such a disclosure is not an exhaustive discussion of the facts of a case nor is it a prediction of the outcome of it, or an analysis of the financial effect it might have on the association. Therefore should you desire more information about any case, or want to know whether cases that may not as yet be the subject of a written disclosure to members and prospective buyers have been filed against the association, all of the pleadings of a case are public records, and unless sealed by an order of the Court, the file may be viewed and copies may be obtained from the office of the Clerk of the Court in the County where the association is located, which is the County where a lawsuit against an association is usually filed.



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Resale Statement of Account (continued)

CA-B96695

Cabo Vista Maintenance Corporation
This statement has been prepared on October 31, 2024
On behalf of [REDACTED] owner(s) of
22 Via Madera, Rancho Santa Margarita, CA 92688
Purchaser(s) is/are Opendoor Property Trust I, a Delaware Statutory Trust

Disclosure to Seller and Buyer

1. FirstService Residential California is the Property Management Company for Cabo Vista Maintenance Corporation.
2. Homeowner assessments are due in advance on the 1st day of each month. A statement will be sent to the buyer's mailing address, as a courtesy, within 30 days from the notification of close of escrow ("COE") to FirstService Residential California. Should buyer not receive a billing within 30 days of COE, Buyer is to send 1 month's dues payment to the Association along with a copy of this form. The assessment payment due-date is established by the Association (generally the 15th or 30th day of each month), and any payments received after the due date may be subject to a late charge.
3. Association assessments are an assessment ON PROPERTY. California Law provides the Association with the right to lien and foreclose ON YOUR PROPERTY due to nonpayment of assessments.
4. California Civil Code §4525 requires that the Seller of real property within an Association / Common Interest Development provide to a Buyer certain items. The Seller may request the Homeowners Association to provide the Buyer the items and the Association may charge a reasonable fee for this service. These fees, in addition to other fees charged by the Association, are set forth in this Statement of Account.
5. This Statement of Account documents the referenced account as of the date of issuance. Payments and charges are posted to accounts daily. **Escrow, FirstService Residential California offers (1) free update(s) within 30 days, any subsequent updates are charged \$142 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account at least seven (7) days prior to closing.**
6. Upon closing, Escrow is responsible for collecting all amounts shown on this Statement of Account; no refunds will be issued for any Homeowners Association documents requested by Escrow.
7. Should this escrow transaction cancel or not close: a) All amounts shown on this Statement of Account remain payable by the Seller. Entering into an escrow does not suspend the responsibility to pay the Association assessment; b) in the event this escrow transaction cancels, Escrow is responsible for collecting and remitting the cancellation fee of \$75.00. If this fee is not collected, the charge will remain on the Seller's account until paid.
8. Sellers who pay their assessments via ACH can cancel their recurring payment in advance of the closing by going to FSResidential.com/California, selecting "Make a Payment", and logging into their account to terminate their ACH payment setup. The seller's ACH payment will be automatically terminated once the buyer's account is set up in our software system.



FirstService
RESIDENTIAL

FirstService Residential California
15241 Laguna Canyon Road
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Processed by



WelcomeLink

Return Form

CA-B96695

ATTENTION ESCROW:

To assist in refunding any credit balance due to the seller it is imperative that you provide the seller's forwarding address in the closing documents remitted to FirstService Residential. You can utilize the below return form or remit the information in a closing letter from your office.

Failing to provide the seller's forwarding address may result in the seller's credit balance being forwarded to your office for disposition to the seller.

Seller, please provide the following information:

Forwarding Address: _____

Escrow, please provide the following information:

The property will ☐ will not ☐ be occupied by the owners(s). Property will be occupied as of _____

All billings, correspondence for new owners, after COE should be mailed to Buyer's at:

List all new owners on title for said property: _____

The undersigned hereby acknowledge the receipt of this document which specifies the fees due for the Resale Statement of Account, each understands its responsibilities as set forth herein, and each authorizes the Escrow Agent to pay to the Association and FirstService Residential California, the charges set forth, respectively, as currently shown or as may be amended before the Close of Escrow.

Seller's Signature

Date

Buyer's Signature

Date

Name (print or type)

Name (print or type)

Seller's Signature

Date

Buyer's Signature

Date

Name (print or type)

Name (print or type)

Please forward this statement signed by all parties, escrow's closing statement(s), fees and sums due to:

FirstService Residential California, LLC
15241 Laguna Canyon Road Irvine, CA 92618