

DEPARTMENT OF REAL ESTATE  
OF THE  
STATE OF CALIFORNIA  
(916) 322-2505

PLANNED DEVELOPMENT

In the matter of the application of  
TREETOPS UNLIMITED,  
A California Joint Venture

for a Final Subdivision Public Report on

MISSION PACIFIC UNIT 2, PHASE 3  
AKA "THE MARIPOSA OF MISSION  
PACIFIC"  
SAN DIEGO COUNTY, CALIFORNIA

FINAL SUBDIVISION  
PUBLIC REPORT

FILE NO.: 020532SL-FOO  
ISSUED: MARCH 24, 1983  
EXPIRES: MARCH 23, 1988

**THIS REPORT IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE  
SUBDIVISION BUT IS INFORMATIVE ONLY**

BUYER OR LESSEE MUST SIGN THAT HE HAS RECEIVED AND READ THIS  
REPORT

N A copy of this subdivision public report along with a statement  
O advising that a copy of the public report may be obtained from the  
T owner, subdivider, or agent at any time, upon oral or written  
E request, must be posted in a conspicuous place at any office where  
sales or leases or offers to sell or lease lots within the  
subdivision are regularly made.  
[Reference B&P Code Section 11018.1(b)]

**This Report Expires on Date Shown Above. If There Has Been a Material Change in the  
Offering, an Amended Public Report Must be Obtained and Used in Lieu of This Report.**

Section 35700 of the California Health and Safety Code provides that the practice of  
discrimination because of race, color, religion, sex, marital status, national origin or  
ancestry in housing accommodations is against public policy.

Under Section 125.6 of the California Business and Professions Code, California real  
estate licensees are subject to disciplinary action by the Real Estate Commissioner if  
they make any discrimination, distinction or restriction in negotiating sale or lease of  
real property because of the race, color, sex, religion, ancestry or national origin of  
the prospective buyer. If any prospective buyer or lessee believes that a licensee is  
guilty of such conduct, he or she should contact the Department of Real Estate.

**Read the entire report on the following pages before contracting to purchase a lot in this  
subdivision.**

## COMMON INTEREST SUBDIVISION GENERAL INFORMATION

The project described in the attached Subdivision Public Report is known as a common-interest subdivision. Read the Public Report carefully for more information about the type of subdivision. The subdivision includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entitles and obligates you as a member of the Association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and Bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot/unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot/unit may be sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this subdivision. The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchaser of an interest in a common-interest subdivision should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the board. In short, "they" in a common-interest subdivision is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

Until there is a sufficient number of purchasers of lots or units in a common-interest subdivision to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the owners of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

When contemplating the purchase of a dwelling in a common-interest subdivision, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common-interest subdivision is very much like governing a small community ... the management can serve you well, but you will have to work for its success.



## SPECIAL NOTES

1. "ACCORDING TO SECTION 25, ARTICLE VT, AT PAGE 16 OF THE DECLARATION, YOU WILL ACKNOWLEDGE THAT THERE MAY BE BLASTING ON THE V.R. DENNIS PROPERTY AT A DISTANCE NO CLOSER THAN 275 FEET FROM THIS SUBDIVISION, AND THAT YOU WILL HAVE NO RIGHTS AGAINST THE SUBDIVIDER OR THE CITY OF SAN DIEGO BY REASON OF THE BLASTING.

THE SUBDIVIDER HAS ENTERED INTO AN AGREEMENT WITH THE V.R. DENNIS CONSTRUCTION COMPANY, THE OWNER OF THE LAND DIRECTLY SOUTH OF THE SUBDIVISION. THE AGREEMENT WAS RECORDED ON APRIL 14, 1981, AS DOCUMENT 81-113874 IN THE OFFICIAL RECORDS OF SAN DIEGO COUNTY.

THE AGREEMENT IS INTENDED TO BE BINDING UPON THE OWNERS OF THE DENNIS COMPANY LAND AND OF (THE SUBDIVISION) AND THEIR SUCCESSORS IN INTEREST INCLUDING YOU.

ACCORDING TO THE RECORDED AGREEMENT, DENNIS INTENDS TO USE THE LAND AS A NATURAL RESOURCE FACILITY INTO THE INDEFINITE FUTURE. IN ADDITION TO ROCK QUARRYING, DENNIS EXTRACTS, PROCESSES AND STORES SAND, GRAVEL, CLAY, DECOMPOSED GRANITE AND SOILS. DENNIS PRODUCES AND STORES ASPHALTIC CONCRETE, CEMENT, CONCRETE PRODUCTS AND CLAY PRODUCTS. ALL OF THOSE PRODUCTS ARE SOLD AND DISTRIBUTED BY TRUCK AND THERE ARE STRUCTURES, MACHINERY AND EQUIPMENT TO EXTRACT AND HANDLE THOSE PRODUCTS. EXPLOSIVES MAY BE STORED ON THE DENNIS LAND. THE USE OF THE DENNIS LAND MAY CAUSE DUST, NOISE, VIBRATION, AND ODORS THAT MAY NOT BE AESTHETICALLY PLEASING.

THE AGREEMENT IS INTENDED TO PREVENT COMMERCIAL ROCK QUARRYING OR BLASTING OR EXCAVATING IN CONNECTION WITH ROCK QUARRYING ON 'DENNIS RESTRICTED LAND', PROVIDING A 275 FOOT BUFFER AREA BETWEEN THE SUBDIVISION AND THE NATURAL RESOURCE FACILITY.

THE 'DENNIS RESTRICTED LAND' IS A STRIP OF DENNIS PROPERTY APPROXIMATELY 275 FEET WIDE, LOCATED DIRECTLY SOUTH OF THE SUBDIVISION.

IF THE DENNIS COMPANY FAILS TO LIVE UP TO ITS AGREEMENT, ONE OF THE REMEDIES WILL BE TO FILE A LEGAL ACTION IN COURT.

YOU ARE THE ONLY PERSON WHO CAN DECIDE WHETHER THE ACTIVITY ON THE DENNIS LAND WILL BE ANNOYING, OFFENSIVE OR HAZARDOUS TO YOU AND YOUR FAMILY. A VERY CAREFUL EXAMINATION OF THE VICINITY OF THE HOME YOU CHOOSE SHOULD BE MADE."

2. THIS REPORT COVERS ONLY LOTS 330 THROUGH 359, INCLUSIVE.
3. GEOLOGIC CONDITIONS: THE UNIFORM BUILDING CODE, CHAPTER 70, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY DISCUSS WITH THE DEVELOPER, THE DEVELOPER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH CHAPTER 70 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

4. THIS PROJECT IS A COMMON-INTEREST SUBDIVISION OF THE TYPE REFERRED TO AS A "PLANNED DEVELOPMENT". IT INCLUDES COMMON AREAS AND COMMON FACILITIES WHICH WILL BE MAINTAINED BY AN INCORPORATED OWNERS ASSOCIATION.
5. THE ASSOCIATION HAS THE RIGHT TO LEVY ASSESSMENTS AGAINST YOU FOR MAINTENANCE OF THE COMMON AREAS AND OTHER PURPOSES. YOUR CONTROL OF OPERATIONS AND EXPENSES IS LIMITED TO THE RIGHT OF YOUR ELECTED REPRESENTATIVES TO VOTE ON CERTAIN PROVISIONS AT MEETINGS.
6. SINCE THE COMMON PROPERTY AND FACILITIES WILL BE MAINTAINED BY AN ASSOCIATION OF HOMEOWNERS, IT IS ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY. THE HOMEOWNER ASSOCIATION MUST HOLD THE FIRST ELECTION OF THE ASSOCIATION'S GOVERNING BODY WITHIN 45 DAYS AFTER 51% SELL OUT OF THE INTERESTS AUTHORIZED FOR SALE UNDER THE FIRST PUBLIC REPORT FOR THE SUBDIVISION; OR, IN ANY EVENT, NO LATER THAN SIX MONTHS AFTER CLOSING THE FIRST SALE (REGULATIONS 2792.17 AND 2792.19); AND PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT (REGULATION 2792.22).
7. SUBDIVIDER ESTIMATES ALL COMMON FACILITIES WILL BE COMPLETED BY APPROXIMATELY OCTOBER, 1983.
8. THE SUBDIVIDER ADVISES THAT NO ESCROWS WILL CLOSE UNTIL ALL COMMON FACILITIES, IMPROVEMENTS, LANDSCAPING AND EACH RESIDENTIAL STRUCTURE WITHIN WHICH THE UNIT BEING SOLD IS LOCATED HAVE BEEN COMPLETED; A NOTICE OF COMPLETION HAS BEEN FILED; AND ALL CLAIM OF LIENS HAS EXPIRED, OR A TITLE POLICY ISSUED TO THE ASSOCIATION CONTAINING AN ENDORSEMENT AGAINST ALL CLAIM OF LIENS. (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE.)
9. THE SUBDIVIDER MUST PAY ALL THE MONTHLY ASSESSMENTS WHICH HE OWES TO THE HOMEOWNERS ASSOCIATION FOR UNSOLD LOTS -- THE PAYMENTS MUST COMMENCE ON THE FIRST DAY OF THE MONTH AFTER SUBDIVIDER CLOSES FIRST SALE. (REGULATION 2792.9 AND 2792.16.)
10. THE SUBDIVIDER HAS STATED THAT HE WILL PROVIDE YOU WITH A COPY OF THE ARTICLES OF INCORPORATION, RESTRICTIONS, AND BYLAWS, BY POSTING THEM IN A PROMINENT LOCATION IN THE SALES OFFICE AND FURNISHING YOU COPIES PRIOR TO CLOSE OF ESCROW. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS, AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A LOT.
11. THE SUBDIVIDER STATED HE WILL FURNISH THE CURRENT BOARD OF OFFICERS OF THE HOMEOWNERS ASSOCIATION THE BUILDING PLANS OF THE AREAS OF THE ASSOCIATION'S RESPONSIBILITY TO INCLUDE DIAGRAMS OF LOCATION OF MAJOR COMPONENTS, UTILITIES, AND RELATED DATA. THESE ITEMS WILL BE IMPORTANT TO THE BOARD OF OFFICERS OR THOSE WHO WILL MANAGE OR REPAIR COMMON FACILITIES IN THIS SUBDIVISION.
12. THE SUBDIVIDER OF THIS PROJECT HAS INDICATED THAT HE INTENDS TO SELL ALL OF THE UNITS IN THIS PROJECT; HOWEVER, ANY OWNER, INCLUDING THE SUBDIVIDER, HAS A LEGAL RIGHT TO LEASE THE UNITS. PROSPECTIVE PURCHASERS SHOULD CONSIDER POSSIBLE EFFECTS ON THE DEVELOPMENT IF A SUBSTANTIAL PORTION OF THE UNITS BECOME RENTAL PROPERTIES.
13. IF YOU PURCHASE FIVE OR MORE SUBDIVISION INTERESTS (LOTS/UNITS, OR MEMBERSHIPS) FROM THE SUBDIVIDER, HE/SHE IS REQUIRED TO NOTIFY THE REAL ESTATE COMMISSIONER OF THE SALE. IF YOU INTEND TO SELL YOUR INTERESTS OR LEASE THEM FOR MORE THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THEM FOR SALE OR LEASE.

14. WARNING: WHEN YOU SELL YOUR LOT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, ARTICLES OF INCORPORATION, THE BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS' FEES, OR OTHER CHARGES PROVIDED BY THE CC&R'S, OR OTHER MANAGEMENT DOCUMENTS ON THE LOT OR UNIT AS OF THE DATE THE STATEMENT WAS ISSUED.

NOTE: IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 -- PLUS ATTORNEY'S FEES AND DAMAGES (SEE CIVIL CODE SECTION 1360).

THIS CIVIL CODE SECTION 1360 ALSO PROVIDES THAT SUBDIVIDERS MUST FURNISH A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENT PENALTIES, ATTORNEYS' FEES, OR OTHER CHARGES PROVIDED BY THE CC&R'S, OR OTHER MANAGEMENT DOCUMENTS ON THE LOT OR UNIT AS OF THE DATE THE STATEMENT WAS ISSUED.

INTERESTS TO BE CONVEYED: You will receive fee title to a specified lot, together with a membership in the "Mariposa of Mission Pacific Property Owners Association" and rights to use the common area.

LOCATION AND SIZE: This subdivision is located at Mission Gorge Road within the city limits of San Diego, California.

This is the third phase which consists of approximately 3.708 acres divided into 30 lots in addition to the common area which consists of Lot 364. Common facilities consisting of 1 swimming pool and 1 spa have been constructed on the common area in Phase 1.

This phase is part of a total project which, if developed as proposed, will consist of a total of 6 phases and containing 210 lots within the overall projected development.

There is no assurance that the total project will be completed as proposed.

MANAGEMENT AND OPERATION: The Mariposa of Mission Pacific Property Owners Association, which you must join, manages and operates the common areas in accordance with the Restrictions, Articles of Incorporation and the Bylaws.

MAINTENANCE AND OPERATIONAL EXPENSES: The subdivider has submitted budgets for the maintenance and operation of the common areas and for long-term reserves when the subdivision is substantially completed (built-out budget) and an interim budgets applicable to this phase and Phases 4 and 5. The interim budget for Phase 3 was reviewed by the Department of Real Estate in January, 1983. You should obtain a copy of this budget from the subdivider.

Under the built-out budget, the monthly assessment against each subdivision interest will be \$63.31. The association may or may not elect to use this budget when additional phases are annexed. Under the interim budgets, the monthly assessment per unit will be \$71.11, \$70.43, and \$70.03. Of these amounts, the monthly contributions toward long-term reserves, which are not to be used to pay for current operating expenses are \$11.33, \$11.87, \$11.87 and \$11.70 respectively.

According to the subdivider, assessments under the interim budget should be sufficient for proper maintenance and operation of the common areas until the development is substantially completed at which time it may be anticipated that assessments will be adjusted.

IF THE BUDGET FURNISHED TO YOU BY THE DEVELOPER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH IS AT LEAST 20% MORE OR AT LEAST 10% LESS THAN THE ASSESSMENT AMOUNT SHOWN IN THIS PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO AN AGREEMENT TO PURCHASE.

The association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&R's or Bylaws. In considering the advisability of a decrease (or a smaller increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

THE BUDGET INFORMATION INCLUDED IN THIS PUBLIC REPORT IS APPLICABLE AS OF THE DATE OF BUDGET REVIEW AS SHOWN ABOVE. EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT ACCURATELY AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

Monthly assessments will commence on all lots on the first day of the month following the closing of the first sale of a lot.

The remedies available to the association against owners who are delinquent in the payment of assessments are set forth in the CC&R's. These remedies are available against the subdivider as well as against other owners.

The subdivider has posted a bond as partial security for his obligation to pay these assessments. The governing body of the association should assure itself that the subdivider has satisfied his obligations to the association with respect to the payment of assessments before agreeing to a release or exoneration of the security.

"START-UP" MONEY: (Initial Capital Contribution) In addition to assessments, purchasers must make an Initial Capital Contribution to the Association in order for the Association to have sufficient "start-up" funds for operating the common areas. Prior to the close of escrow, each purchaser must deposit an amount equal to two months assessments (\$142.22) into escrow for each lot purchased. Six (6) months following the conveyance of the first lot, the subdivider will pay \$142.22 for each unsold lot to the account of the association. The subdivider will be reimbursed this amount as each individual escrow closes. The amount represents the purchaser's Initial Capital Contribution and is not a prepayment of assessments or part of the purchase price of the unit. This arrangement is set forth in the escrow instructions.

The subdivider has posted a bond as security for his obligation to pay "start-up" money to the association six (6) months after the first escrow closes.

TITLE: A title report shows title, among other things, to be subject to:

1. The terms, conditions and provisions contained in Planned Residential Permit No. 20-195-0 as disclosed by Instrument recorded February 5, 1981, as File No. 81-037605 of Official Records.
2. An Agreement regarding a Declaration of Covenants for public improvements of flood control facilities upon the terms, covenants and conditions, contained therein.

Executed by TREETOPS UNLIMITED, A California corporation and FINANCIAL SCENE INCORPORATED, A California corporation.

Recorded: February 20, 1981, as File No. 81-052515 of Official Records.

NOTE: You should read and thoroughly understand the above referenced documents.

EASEMENTS: Easements for utilities, pipelines, sewers, and other purposes are shown on the Title Report and Subdivision Map recorded in the Office of the San Diego County Recorder on October 29, 1981, Map Number 10252.

RESTRICTIONS: This subdivision is subject to Restrictions recorded in the Office of the San Diego County Recorder on August 13, 1982, as File Number 82-251484 and a Declaration of Annexation recorded February 17, 1983, as File Number 83-052062.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE RESTRICTIONS. THE SUBDIVIDER SHOULD MAKE THEM AVAILABLE TO YOU.

USES AND ZONING: The San Diego River runs along the northwest boundary of the project.

TAXES: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value. In some counties, the total tax rate could be well above 1.25% of the full cash value. For example, an issue of general obligation bonds previously approved by the voters and sold by a county water district, a sanitation district or other such district could increase the total tax.

For the purchaser of a lot or unit in this subdivision, the "full cash value" of the lot or unit will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or unit or as of the date of completion of an improvement on the lot if that occurs after the date of purchase.

CONDITIONS OF SALE: If your purchase involves financing, a form of Deed of Trust and Note will be used. The provisions of these documents may vary depending upon the lender selected.

BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY UNDERSTAND ALL LOAN DOCUMENTS.

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. (Refer to Sections 11013, 11013.1 and 11013.2(a) of the Business and Professions Code.)

If the escrow has not closed on your lot within one (1) year of the date of your deposit receipt, you may request return of your deposit.

NOTE: Section 2995 of the Civil Code provides that: "No real estate developer shall require as a condition precedent to the transfer of real property containing a single family residential dwelling that escrow services

effectuating such transfer shall be provided by an escrow entity in which the developer... (owns or controls) 5% or more of the escrow entity."

FILLED GROUND AND SOILS CONDITIONS: Some lots will contain filled ground. The information concerning filled ground and soil conditions is available at City of San Diego, Engineering Department, 1222 Est Avenue, Nth Floor, San Diego, California 92101.

STREETS AND ROADS: The paved areas within this project will be maintained by the homeowner association. The costs of repair and maintenance of these paved areas are included in the budget and are a part of your regular assessment.

For further information in regard to this subdivision, you may call (916) 322-2505 or examine the documents at the Department of Real Estate, 4433 Florin Road, Suite 250, Sacramento, California 95823.