**Estoppel Request Form**

**Date of Request:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Unit(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Property Address(es):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner’s Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner’s Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fax Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Comments:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please send a check in the amount of \_\_\_\_\_\_ made payable to “Kearny Mesa Complex Owners’ Association.” This deposit will be used to reimburse KMCOA for any labor fees pertaining to this estoppel request, including but not limited to legal, administrative, inspections, and compliance. By signing this form, the owner agrees to reimburse KMCOA any fees that exceed the deposit amount. Excess funds will be returned to the owner.

Kearny Mesa Complex Owners’ Association

Attn: Estoppel Request

8929-B Complex Dr.

San Diego, CA 92123

**Fee Included? Yes No** (to be circled by KMCOA recipient of the application)

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**Duties and Powers of the KMCOA Board of Directors for estoppel requests pursuant to Section 9.11 of the “Declaration of Covenants, Conditions and Restrictions of Kearny Mesa Complex”**

*Within thirty (30) days after written demand is delivered to the Board by any Owner, and* ***upon payment to the Association of a reasonable fee*** *(as fixed from time to time by the Association), the Board shall deliver and/or record an estoppel certificate, executed by a majority of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either: (a) all Alterations made and other work completed by said Owner comply with this Declaration, or (b) such Alterations or work do not so comply, in which event the certificate shall also identify the non-complying Alterations or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them.*