

**Department of Real Estate  
of the  
State of California**

**FINAL SUBDIVISION PUBLIC REPORT  
CONDOMINIUM**

*In the matter of the application of*

HING LAM LEE AND LUCY C. LEE, TRUSTEES OR  
SUCCESSOR(S) OF THE LEE FAMILY REVOCABLE  
TRUST DATED 8/5/2006

FILE NO.: 020540SQ-A02

ISSUED: NOVEMBER 4, 1981

AMENDED AND RENEWED: APRIL 23, 2024

*for a Final Subdivision Public Report on*

EXPIRES: APRIL 22, 2029

TRACT NO. 4806  
a.k.a. "LAGUNA AVENUE"

DEPARTMENT OF REAL ESTATE

ALAMEDA COUNTY, CALIFORNIA

by: Carrie Freitas  
Carrie Freitas

**CONSUMER INFORMATION**

- ◆ **This report is not a recommendation or endorsement of the subdivision; it is informative only.**
- ◆ **Buyer or lessee must sign that (s)he has received and read this report.**
- ◆ A copy of this subdivision public report along with a statement advising that a copy of the public report may be obtained from the owner, subdivider, or agent at any time, upon oral or written request, *must* be posted in a conspicuous place at any office where sales or leases or offers to sell or lease interests in this subdivision are regularly made. [*Reference Business and Professions (B&P) Code Section 11018.1(b)*].

This report expires on the date shown above. All material changes must be reported to the Department of Real Estate. (*Refer to Section 11012 of the B&P Code; and Chapter 6, Title 10 of the California Administrative Code, Regulation 2800*). Some material changes may require amendment of the Public Report; which Amendment must be obtained and used in lieu of this report.

Section 12920 of the California Government Code provides that the practice of discrimination in housing accommodations on the basis of race, color, religion, sex, marital status, domestic partnership, national origin, physical handicap, ancestry, gender identify, gender expression, sexual orientation, familial status, source of income, disability, or genetic information is against public policy.

Under Section 125.6 of the B&P Code, California real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they discriminate or make any distinction or restriction in negotiating the sale or lease of real property because of the race, color, sex, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, or physical handicap of the client. If any prospective buyer or lessee believes that a licensee is guilty of such conduct, (s)he should contact the Department of Real Estate.

***Read the entire report on the following pages before contracting to buy or lease an interest in this subdivision.***

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## COMMON INTEREST DEVELOPMENT GENERAL INFORMATION

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### ***Common Interest Development***

The project described in the attached Subdivision Public Report is known as a common-interest development. Read the Public Report carefully for more information about the type of development. The development includes common areas and facilities which will be owned and/or operated by an owner's 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:

### ***Governing Instruments***

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.

### ***Assessments***

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot or unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot or unit may be liened and 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.

### ***Common Facilities***

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 development. 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 development 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 development 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.

### ***Subdivider Control***

Until there is a sufficient number of purchasers of lots or units in a common interest development 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.

### ***Cooperative Living***

When contemplating the purchase of a dwelling in a common interest development, 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 development is very much like governing a small community ... the management can serve you well, but you will have to work for its success. [B&P Code Section 11018.1(c)]

### ***Informational Brochure***

The Department of Real Estate publishes the *Living in a California Common Interest Development* brochure. The information contained in this brochure provides a brief overview of the rights, duties and responsibilities of both associations and individual owners in common interest developments. To review or obtain a *free* copy of this brochure, please visit the Department of Real Estate (DRE) website: [www.dre.ca.gov](http://www.dre.ca.gov).

THIS REPORT COVERS 6 UNITS (UNITS 1-6).

**SPECIAL INTEREST AREAS IN THIS FINAL SUBDIVISION PUBLIC REPORT:** YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: CONDITIONAL SUBDIVISION PUBLIC REPORT, MANAGEMENT AND OPERATION, MAINTENANCE AND OPERATIONAL EXPENSES, USES/ZONING/HAZARD DISCLOSURES, SPECIAL TAXES AND ASSESSMENTS AND PURCHASE MONEY HANDLING.

NOTE: IN ADDITION TO THESE AREAS, IT IS IMPORTANT TO READ AND THOROUGHLY UNDERSTAND THE REMAINING SECTIONS SET FORTH IN THIS FINAL SUBDIVISION PUBLIC REPORT PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE.

**YOU SHOULD READ AND THOROUGHLY UNDERSTAND ALL SALES CONTRACT AND LOAN DOCUMENTS. IF YOU DO NOT UNDERSTAND THE TERMS OF YOUR CONTRACT OR LOAN DOCUMENTS, YOU MAY WISH TO CONSIDER CONSULTING WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO A CONTRACT TO PURCHASE THE PROPERTY.**

**CONDITIONAL SUBDIVISION PUBLIC REPORT:** IF YOU ENTERED INTO A PURCHASE AGREEMENT/CONTRACT TO PURCHASE OR LEASE AN INTEREST IN THE SUBDIVISION UNDER AUTHORITY OF A CONDITIONAL SUBDIVISION PUBLIC REPORT ("**CONDITIONAL PUBLIC REPORT**"), THE PURCHASE AGREEMENT/CONTRACT AND THE ESCROW INSTRUCTIONS CONTAINED ARRANGEMENTS FOR THE RETURN TO YOU OF MONIES PAID OR ADVANCED IF YOU ARE DISSATISFIED WITH THIS FINAL SUBDIVISION PUBLIC REPORT ("**FINAL PUBLIC REPORT**") BECAUSE OF A MATERIAL CHANGE IN THE SETUP OF THE OFFERING COVERED BY BUSINESS & PROFESSIONS CODE SECTION 11012. YOU ARE ADVISED TO CAREFULLY READ THIS FINAL PUBLIC REPORT SINCE IT CONTAINS INFORMATION THAT IS MORE CURRENT AND POSSIBLY DIFFERENT FROM THAT INCLUDED IN THE CONDITIONAL PUBLIC REPORT.

THE USE OF THE TERM "**PUBLIC REPORT**" SHALL MEAN AND REFER TO THIS FINAL PUBLIC REPORT.

### **OVERVIEW OF SUBDIVISION**

**Location:** This subdivision is located at 3475 Laguna Avenue within the city limits of Oakland. Prospective purchasers should acquaint themselves with the kinds of city services available.

**Type of Subdivision:** This subdivision is a common interest development of the type referred to as a condominium. It will be operated by an unincorporated owners association.

**Interests to Be Conveyed:** You will receive fee title to a specified unit, an undivided fractional fee interest as tenant in common in the common area together with a membership in the Laguna Commons Homeowners Association ("**Association**") and rights to use the common area.

**About This Phase:** This is a single phase subdivision which consists of approximately .13 acre on which one building containing 6 units and 6 open parking spaces have been constructed.

Common amenities and/or facilities consisting of recreation room, walks, drives and landscaping have been constructed.

**Existing Subdivision Interest Disclosure Statement:** The building in which the 6 units are located was completed prior to November 4, 1981 and as such the units in this project are Existing Interests. The Subdivider must furnish an "Existing Subdivision Interest Disclosure Statement" to each purchaser of a condominium unit. The statement shall disclose information on the condition of each subdivision interest and conditions that may affect the subdivision interest based upon the Subdivider's actual knowledge, after making a reasonable effort to obtain such information, whether derived from the Subdivider's own investigation and inspection of the existing subdivision interest or from written reports prepared by third parties retained by the Subdivider to perform inspections. The "Existing Subdivision Interest Disclosure Statement" shall be completed and provided by the Subdivider to each of these purchasers as soon as practicable before transfer of title. If the "Existing Subdivision Interest Disclosure Statement" is delivered to a purchaser after the execution of an offer to purchase, the purchaser will have three days after delivery in person or five days after delivery by deposit in the mail to terminate the purchase contract by delivery of a written notice of termination to the Subdivider.

The Subdivider is required to amend any information in the "Existing Subdivision Interest Disclosure Statement" after it is provided to a purchaser if the information in the statement is or becomes materially inaccurate and the Subdivider has actual knowledge of the inaccuracy. The Subdivider is otherwise not required to amend the statement once it has been provided to a purchaser. A purchaser will also have the right to terminate the purchase contract based on an amended statement of the amended statement shows that the original statement was inaccurate or has become inaccurate in any material aspect. A purchaser will have three days after delivery in person or five days after delivery by deposit in the mail to terminate the purchase contract by delivery of a written notice of termination to the Subdivider (Regulations 2790.8 and 2790.9)

**Sale of All Residences:** The Subdivider has indicated that he intends to sell all of the units in this subdivision; however, any owner, including the Subdivider, has a legal right to rent or lease the units.

**SUBDIVIDER AND PURCHASER OBLIGATIONS:** IF YOU PURCHASE FIVE OR MORE CONDOMINIUM UNITS FROM THE SUBDIVIDER, THE SUBDIVIDER IS REQUIRED TO NOTIFY THE REAL ESTATE COMMISSIONER OF THE SALE. IF YOU INTEND TO SELL YOUR INTERESTS OR LEASE THEM FOR TERMS LONGER THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED FINAL PUBLIC REPORT BEFORE YOU CAN OFFER THE INTERESTS FOR SALE OR LEASE.

**NOTE:** WHEN YOU SELL YOUR CONDOMINIUM UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, ARTICLES OF ASSOCIATION, THE BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS FEES OR OTHER CHARGES, PROVIDED BY THE RESTRICTIONS OR OTHER MANAGEMENT DOCUMENTS ON THE CONDOMINIUM UNIT OF THE DATE THE STATEMENT WAS ISSUED.

**WARNING:** IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 – PLUS ATTORNEY'S FEES AND DAMAGES (CIVIL CODE SECTION 4540).

**Completion Of Common Area:** This project was constructed in 1981.

NOTWITHSTANDING ANY PROVISION IN THE PURCHASE CONTRACT TO THE CONTRARY, A PROSPECTIVE BUYER HAS THE RIGHT TO NEGOTIATE WITH THE SELLER TO ALLOW

AN INSPECTION OF THE PROPERTY BY THE PURCHASER OR THE PURCHASER'S DESIGNEE UNDER TERMS MUTUALLY AGREEABLE TO THE PROSPECTIVE BUYER AND SELLER.

### **MANAGEMENT AND OPERATION**

**Association Obligations and Governing Documents.** The Association, of which you become a member at time of purchase, is governed by and manages, maintains, and operates the subdivision in accordance with the Covenants, Conditions and Restrictions (the "**CC&Rs**"), the Articles of Association ("**Articles**"), and the Bylaws. In addition, the Association has the right to adopt rules and regulations and guidelines for the subdivision and which will include subdivision design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the subdivision. There may also be supplementary declarations or notices of annexation ("**Supplementary Declarations**") which will be recorded against portions of the subdivision which may set forth additional restrictions and easements covering the areas covered by the Supplementary Declaration(s) (the CC&Rs, Bylaws, Articles, Supplementary Declaration(s) and rules and regulations and design/architectural guidelines may hereinafter be referred to as the "**Governing Documents**"). You should review each of these documents carefully.

**INITIAL MEETING:** THE ASSOCIATION WILL BE FORMED PURSUANT TO THE TERMS AND PROVISIONS OF GOVERNING DOCUMENTS. SINCE THE COMMON AREA IMPROVEMENTS, AMENITIES, AND FACILITIES WILL BE MAINTAINED BY THE ASSOCIATION, IT IS ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY. THE ASSOCIATION MUST HOLD THE FIRST MEMBERSHIP MEETING AND ELECTION OF THE ASSOCIATION'S GOVERNING BODY WITHIN SIX MONTHS AFTER THE CLOSING OF THE SALE OF THE FIRST SUBDIVISION INTEREST. (REGULATIONS 2792.17 AND 2792.19) THE ASSOCIATION MUST ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. THEREAFTER THE ASSOCIATION MUST HOLD ELECTIONS OF THE ASSOCIATION'S GOVERNING BODY IN ACCORDANCE WITH THE GOVERNING DOCUMENTS. THE ASSOCIATION MUST THEN ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT AND A SUMMARY OF THE ASSOCIATION'S RESERVES BASED UPON THE MOST RECENT REVIEW OR STUDY CONDUCTED PURSUANT TO SECTION 5300 ET. SEQ. OF THE CIVIL CODE.

**The CC&Rs:** This subdivision is subject to the Restated CC&Rs recorded in the Office of the Alameda County Recorder on June 1, 2018 as Series No. 2018-108252.

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

**DOCUMENTS TO BE FURNISHED:** THE SUBDIVIDER STATED HE WILL FURNISH THE CURRENT BOARD OF OFFICERS OF THE ASSOCIATION AND EACH INDIVIDUAL PURCHASER WITH THE DEPARTMENT OF REAL ESTATE REVIEWED ASSOCIATION BUDGET.

THE SUBDIVIDER STATED HE WILL FURNISH EACH INDIVIDUAL PURCHASER WITH THE CONDOMINIUM PLAN.

THE SUBDIVIDER MUST MAINTAIN AND DELIVER TO THE ASSOCIATION THE SPECIFIC RECORDS AND MATERIALS LISTED IN REAL ESTATE COMMISSIONER'S REGULATION 2792.23 WITHIN THE STATED TIME PERIOD. THESE RECORDS AND MATERIALS DIRECTLY

AFFECT THE ABILITY OF THE ASSOCIATION TO PERFORM ITS DUTIES AND RESPONSIBILITIES. (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE AND SECTION 1363 OF THE CIVIL CODE.)

THE SUBDIVIDER SHALL MAKE A COPY OF THE ARTICLES, THE BYLAWS, AND THE CC&RS AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF AN OFFER TO PURCHASE A CONDOMINIUM. A COPY OF EACH MUST ALSO BE GIVEN TO EACH BUYER AS SOON AS PRACTICABLE BEFORE 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 CONDOMINIUM UNIT. (BUSINESS AND PROFESSIONS CODE SECTION 11018.6).

### **MAINTENANCE AND OPERATIONAL EXPENSES**

**Association to Levy Assessments:** THE ASSOCIATION HAS THE RIGHT TO LEVY ASSESSMENTS AGAINST YOU FOR MAINTENANCE OF THE COMMON AREAS, AMENITIES AND FACILITIES, AND OTHER PURPOSES. YOUR CONTROL OF OPERATIONS AND EXPENSES IS LIMITED TO THE RIGHT OF YOUR ELECTED REPRESENTATIVES TO VOTE ON CERTAIN PROVISIONS AT ASSOCIATION MEETINGS.

**Proposed Budget:** The Subdivider has submitted a budget for the management, maintenance and operation of the Association obligations and for long-term reserves. This budget was reviewed by the Department of Real Estate in April, 2024. You should obtain a copy of this budget from the Subdivider. Under this budget, the monthly assessment against each condominium unit will be \$822.00 of which \$250.00 is a monthly contribution to long-term reserves and is not to pay for current management, maintenance and operating expenses.

IF THE BUDGET FURNISHED TO YOU BY THE SUBDIVIDER 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 CONTRACT TO PURCHASE.

**NOTE:** 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 AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

**BUDGET INFORMATION PROVIDED BY SUBDIVIDER:** DELINQUENCIES IN THE PAYMENT OF ASSOCIATION ASSESSMENTS AFFECT THE ABILITY OF THE ASSOCIATION TO PERFORM ANY OR ALL OF ITS RESPONSIBILITIES AND COULD ALSO RESULT IN UNFORESEEN SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES OR A SIGNIFICANT REDUCTION IN BUDGETED ASSOCIATION SERVICES. THE SUBDIVIDER MUST IMMEDIATELY NOTIFY THE DEPARTMENT OF REAL ESTATE IN WRITING, IF DELINQUENT ASSESSMENTS HAVE CAUSED THE ASSOCIATION TO RECEIVE TEN PERCENT (10%) LESS INCOME THAN REFLECTED IN THE THEN CURRENT ASSOCIATION BUDGET (REGULATION 2800K).

THE SUBDIVIDER MUST MAKE AVAILABLE TO YOU A STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS AND RELATED CHARGES AS PROVIDED BY THE GOVERNING DOCUMENTS AND, IF AVAILABLE, CURRENT FINANCIAL INFORMATION AND RELATED STATEMENTS (BUSINESS AND PROFESSIONS CODE SECTION 11018.6).

In addition to other documentation provided to each prospective Buyer, a copy of the current financial information, and related statements, to the extent available, as specified by Section (a) of Civil Code Section 5300 must be made available for examination by a prospective Buyer before the execution of an offer to purchase a Condominium. A copy of this financial information must also be given to each Buyer as soon as practicable before close of escrow. YOU SHOULD PAY SPECIAL ATTENTION TO THIS FINANCIAL INFORMATION, AS IT PERTAINS TO CURRENT AND POSSIBLE FUTURE FINANCIAL OBLIGATIONS AFFECTING ALL HOMEOWNERS WITHIN THE SUBDIVISION ASSOCIATION. If you do not understand the contents of these financial documents, you may wish to consult with your own professional advisors. Should the amounts collected by the Association prove insufficient to properly maintain, operate, repair or replace the common facilities, the Association may increase Regular Assessments or levy one or more Special Assessments in accordance with the Governing Documents in order to provide such funding, which may affect your ability to purchase, or, as an alternative, the Association may decide to defer maintenance or eliminate services.

**Utility Rates:** The utility rates used for the calculations within the above referenced budgets are based on information available at the time of the budget review dates (as shown above). Increases in assessments may be required as a measure to provide adequate funds to compensate for potential utility rate increases. Purchasers should be aware of the possible affect these increases may have on their assessments.

**Assessments Increases/Decreases:** The Association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&Rs 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.

**Commencement of Assessments:** Regular assessments for the Association will commence on all condominium units, on the first day of the month following the conveyance of the first subdivision condominium unit. The Subdivider must pay assessments to the Association for all unsold condominium units (Regulations 2792.9 and 2792.16).

**Failure to Pay:** The remedies available to the Association against owners who are delinquent in the payment of assessments are set forth in the CC&Rs. These remedies are available against the Subdivider as well as against other owners.

**Subdivider's Assessment Security:** The Subdivider has made financial arrangements as partial security for the obligation to pay these assessments. The governing body of the Association should assure itself that the Subdivider has satisfied these obligations to the Association with respect to the payment of assessments before agreeing to a release or exoneration of the security.

**Reserve Deposit:** The Subdivider has opted to partially fund the Association reserve account. The Subdivider will make an initial deposit into the reserve account in the amount of \$207,813 prior to the close of the first escrow in this project. In addition, the above sum of \$207,813 shall be increased by the amount of \$1,500 for each whole month occurring subsequent to December 31, 2023 until the close of the first condominium unit in this project at which time the additional monthly reserve obligation of \$1,500 shall terminate.

**USES/ZONING/HAZARD DISCLOSURES**

The Subdivider has set forth below references to various uses, zoning, hazards and other matters based on information from a variety of sources. You should independently verify the information regarding these matters, as well as all other matters, that may be of concern to you regarding the subdivision and all existing, proposed or possible future uses adjacent to or in the vicinity of the subdivision. At the time this public report was issued, some of the land uses that surround the subdivision include, but are not limited to, the following:

**Zoning:**

- North - Residential/Commercial
- East - Residential/Commercial
- South - Residential/Commercial
- West - Residential/Interstate 580

**Hazards:** The following hazard exists within or near this development: Interstate 580 is located 0.1 mile west of project location.

The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within a *Seismic Hazard Zone*. Additionally, the subdivider has advised that prospective purchasers within this Zone will be provided a separate disclosure under Public Resources Code Section 2694.

If any disclosure, or any material amendment to any disclosure, required to be made by the subdivider regarding this natural hazard is delivered after the execution of an offer to purchase, the purchaser shall have three days after delivery in person or five days after delivery by deposit in the mail to terminate the offer by delivery of a written notice of termination to the subdivider or the subdivider's agent.

If any disclosure, or any material amendment to any disclosure, required pursuant to 1103 et seq is delivered after the execution of an offer to purchase, the purchaser shall have three days after delivery in person or five days after delivery by deposit in the mail to terminate the offer by delivery of a written notice of termination to the Subdivider or the Subdivider's agent.

If your condominium unit is located within one of more Statutory Natural Hazard Areas, your ability to further develop the property, to obtain insurance, or to receive assistance after a disaster might be affected. You should therefore contact your lender and insurance carrier for more information regarding types of insurance and costs to cover your property. Additionally, since purchasers are not required to received a separate disclosure for property owned by the Association, you should also contact the Association regarding any assessment increases due to additional insurance costs associated with the Statutory Natural Hazard Area which may affect the Association maintained areas, if any.

**PURCHASERS SHOULD FAMILIARIZE THEMSELVES WITH THE SURROUNDING AREAS OF THE SUBDIVISION BEFORE SIGNING A PURCHASE AGREEMENT/CONTRACT.**

**TITLE**

**Preliminary Report:** A preliminary report will be issued by the title insurer to reflect those items that affect the condition of title. You are encouraged to request a copy of this preliminary report for review of those items that affect the condominium unit you are purchasing. Those items typically shown on a report include, but are not limited to, general and special taxes, easements, mechanic liens, monetary



encumbrances, trust deeds, utilities, rights of way and CC&Rs. In most instances, copies of documents can be provided to you upon request.

**Easements:** Easements for utilities, access to certain limited common areas, pedestrian and vehicular ingress and egress, are shown on the Subdivision Map recorded September 28, 1981 in the Office of the Alameda County Recorder, Book 130 of Maps, Pages 12 through 13, and Condominium Plan recorded as recorded as on Exhibit A to the Declaration of Covenants, Conditions, and Restrictions on October 27, 1981 as Series No. 81-181810.

### TAXES

**Regular 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 tax rate.

The total property tax rate for the subdivision is 1.37% for tax year 2023/2024.

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

### Notice of Your 'Supplemental' Property Tax Bill

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your local Tax Collector's Office.

**Special Taxes & Assessments:** This subdivision lies within the boundaries of the County of Alameda Measure K 1982 District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Paramedic District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Vector Control Measure A 1984 District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the City of Oakland Emergency Medical Response Assessment District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the City of Oakland Paramedic Supplemental Assessment District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Oakland Unified School District School District Special Tax Measure G District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Peralta Community College 2018 District School District Special Tax Measure E District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Oakland Unified School District School District Special Tax Measure H District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Oakland Unified School District School District Special Tax Measure G1 District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Violence Prevention Tax District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the City of Oakland Library Service-D District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the 2020 Oak Measure Q District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Oakland Measure AA District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the San Francisco Bay Restoration Authority Special Parcel Tax Measure AA District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Flood Control & Water Conservation District Flood Benefit 12 District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Hazardous Waste Management Program District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda County Service Area Vector Control District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the County of Alameda Mosquito Assessment 2008 District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the Oakland Zoo Tax District and is subject to any taxes, assessments, and obligations thereof.

This subdivision lies within the boundaries of the Alameda-Contra Costa Transit District AC Transit Measure VV District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the City of Oakland Library Services Assessment District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the East Bay Municipal Utility District Wet Weather Assessment District and is subject to any taxes, assessments and obligations thereof.

This subdivision lies within the boundaries of the City of Oakland Landscape and Lighting Assessment District and is subject to any taxes, assessments and obligations thereof. This district was formed to provide funding for maintenance of public improvements. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of this Public Report, the 2022/2023 assessments is \$76.98. The administration of this district will be provided by the City of Oakland.

This subdivision lies within the boundaries of the East Bay Trail Landscape & Lighting District and is subject to any taxes, assessments and obligations thereof. This district was formed to provide funding for maintenance of public improvements. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of this Public Report, the 2022/2023 assessments is \$5.44. The administration of this district will be provided by the City of Oakland.

This subdivision lies within the East Bay Community Facilities District No. A/C-3 and is subject to any taxes, assessments and obligations thereof. The Subdivider must provide purchasers with a disclosure entitled, "Notice of Special Tax" prior to a purchaser entering into a contract to purchase. This Notice contains important information about district functions, purchaser's obligations, right of the district, and information on how to contact the district for additional materials. Purchasers should thoroughly understand the information contained in the Notice prior to entering into a contract to purchase. This special tax appears on the yearly property tax bill, and is in addition to the tax rate affecting the property described above in the section entitled "TAXES".

The buyer has five days after delivery of this Notice these Notices by deposit in the mail, or three days after delivery of any notice in person, to terminate the purchase agreement/contract by giving written notice of that termination to the owner, Subdivider, or agent selling the property.

### **FINANCING**

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. These documents may contain the following provisions:

**Acceleration Clause:** This is a clause in a mortgage or deed of trust which provided that if the borrower (trustor) defaults in repaying the loan, the lender may declare the unpaid balance of the loan immediately due and payable.

**Due-on-Sale Clause:** If the loan instrument for financing your purchase of an interest in this subdivision includes a due-on-sale clause, the clause will be automatically enforceable by the lender when you sell the property. This means that the loan will not be assumable by a purchaser without the approval of the lender. If the lender does not declare the loan to be all due and payable on transfer of the property by you, the lender is nevertheless likely to insist upon modification of the terms of the instrument as a condition to permitting assumption by the purchaser. The lender will almost certainly insist upon an increase in the interest rate if the prevailing interest rate at the time of the proposed sale of the property is higher than the interest rate of your promissory note.

**Balloon Payment:** This means that your monthly payments are not large enough to pay off the loan, with interest, during the period for which the loan is written and that at the end period, you must pay the entire remaining balance in one payment. If you are unable to pay the balance and the remaining balance is a sizable one, you should be concerned with the possible difficulty in refinancing the balance. If you cannot refinance or sell your property, or pay off the balloon payment, you will lose your property.

**Prepayment Penalty:** This means that if you wish to pay off your loan in whole or in part before it is due, you must, in addition, pay a penalty.

**Late Charge:** This means that if you fail to make your installment payment on or before the due date or within a specified number of days after the due date, you, in addition, must pay a penalty.

**Adjustable Rate Loan:** The Subdivider may assist you in arranging financing from a federal or state regulated lender which will make loans that allow the interest rates to change over the life of the loan. An interest rate increase ordinarily causes an increase in the monthly payment that you make to the lender. The lender will provide you with a disclosure form about the financing to assist you in the evaluation of your ability to make increased payments during the term of the loan. This disclosure form will be furnished to you at the time you receive your loan application and before you pay a nonrefundable fee.

BEFORE AGREEING TO ANY FINANCING PROGRAM OR SIGNING ANY LOAN DOCUMENTS, YOU SHOULD READ AND THOROUGHLY UNDERSTAND ALL THE PROVISIONS CONTAINED IN THE LOAN DOCUMENTS.

### **PURCHASE MONEY HANDLING**

The Subdivider must impound all funds (purchase money) received from you in an escrow depository until legal title is delivered to you. [Refer to Business and Professions Code Section 11013, 11013.1, and 11013.2(a).]

If the escrow has not closed on your unit within twelve (12) months of the date of escrow opening, you may request the return of your purchase money deposit.

**Note:** Section 2995 of the Civil Code provides that no real estate Subdivider 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 Subdivider has a financial interest of 5% or more.

THE SUBDIVIDER HAS NO FINANCIAL INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF CONDOMINIUM UNITS IN THE SUBDIVISION.

### **SOILS AND GEOLOGIC CONDITIONS**

Soils and geologic information are available at: City of Oakland - Planning Department, One Frank H. Ogawa Plaza, Oakland, CA 94612.

CALIFORNIA IS SUBJECT TO GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION, OR SUBSIDENCE. THE UNIFORM BUILDING CODE, APPENDIX CHAPTER 33, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE

DAMAGE FROM SUCH GEOLOGIC HAZARDS. 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 CONTACT THE SUBDIVIDER, THE SUBDIVIDER'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 APPENDIX CHAPTER 33 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

### **UTILITIES AND OTHER SERVICES**

**Water:** The East Bay Municipal Utility District advises that it will supply water service to each condominium unit.

**Sewage Disposal:** City of Oakland

**Gas and Electricity:** Pacific Gas and Electric Company - (800) 743-5000

**Fire Protection:** City of Oakland Fire Department

**Telephone:** AT&T - (800) 540-5400

**Streets and Roads:** The private driveway/on-site parking within this subdivision will be maintained by the Association. The costs of repair and maintenance of the private driveway/on-site parking is included in the budget and are a part of your regular assessment.

**Schools:** This subdivision lies within the Oakland Unified School District. The Subdivider advises the schools initially available to this subdivision are:

Fruitvale Elementary  
3200 Boston Avenue  
Oakland, CA 94602

Bret Harte Middle School  
3700 Coolidge Avenue  
Oakland, CA 94602

Skyline High School  
12250 Skyline Boulevard  
Oakland, CA 94619

This school information was provided prior to the date of issuance of this Public Report and is subject to change. For the most current information regarding school assignments, facilities and bus service, purchasers are encouraged to contact the school district at (510) 535-2728.

**CONTACTING THE DEPARTMENT OF REAL ESTATE**

If you need clarification as to the statements in this Public Report or if you desire to make arrangements to review the documents submitted by the Subdivider which the Department of Real Estate used in preparing this Public Report you may contact:

Department of Real Estate  
Subdivisions North  
Northern California Office  
1651 Exposition Blvd.  
Sacramento, CA 95815  
(916) 576-3374