

Department of Real Estate
of the
State of California

FINAL SUBDIVISION PUBLIC REPORT
CONDOMINIUM

In the matter of the application of

TOLL WEST COAST LLC,
A DELAWARE LIMITED LIABILITY COMPANY

FILE NO.: 165068LA-F00

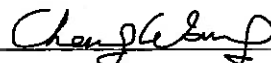
ISSUED: JANUARY 31, 2022

EXPIRES: JANUARY 30, 2027

for a Final Subdivision Public Report on

TRACT MAP NO. 18170
"100 WEST" (PHASE 2)

DEPARTMENT OF REAL ESTATE

By 

ORANGE COUNTY, CALIFORNIA

Cheng Wang

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, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, 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.

COMMON INTEREST DEVELOPMENT GENERAL INFORMATION

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 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:

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 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.

RE 646 (Rev. 1/20)

THIS REPORT COVERS ONLY UNITS 0301 THROUGH 0312, INCLUSIVE, OF TRACT MAP NO. 18170, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA.

SPECIAL INTEREST AREAS IN THIS FINAL SUBDIVISION PUBLIC REPORT: YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: CONDITIONAL SUBDIVISION PUBLIC REPORTS, MANAGEMENT AND OPERATION, MAINTENANCE AND OPERATIONAL EXPENSES, USES/ZONING/HAZARD DISCLOSURES, TITLE, TAXES, FINANCING, PURCHASE MONEY HANDLING, SOILS AND GEOLOGIC CONDITIONS, UTILITIES AND OTHER SERVICES.

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.

BEFORE SIGNING, 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.

PRELIMINARY SUBDIVISION PUBLIC REPORT: IF YOU RECEIVED A PRELIMINARY SUBDIVISION PUBLIC REPORT FOR THIS SUBDIVISION, YOU ARE ADVISED TO CAREFULLY READ THIS FINAL PUBLIC REPORT SINCE IT CONTAINS INFORMATION THAT IS MORE CURRENT AND PROBABLY DIFFERENT FROM THAT INCLUDED IN THE PRELIMINARY PUBLIC REPORT.

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

OVERVIEW OF 100 WEST

100 West ("**Community**") is being built by Toll West Coast LLC, a Delaware limited liability company ("**Subdivider**"). If developed as proposed, the Community may consist of two hundred ninety-two (292) Condominium Units of various product types including Flats, Row Townhomes and Carriage Townhomes.

Common amenities and/or facilities consist of a recreational facility, private streets and other private amenities within the Community.

There is, however, no guarantee or assurance that the Community will be developed as planned.

Location: This Community is located at 100-300 W. Cerritos Ave. within the city limits of Anaheim, CA. Prospective purchasers should acquaint themselves with the kinds of city services available.

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

Interests to Be Conveyed: You will receive fee title to a specified residential unit and an undivided fractional interest as tenant in common in the common area in the phase in which the residential unit is located, together with a membership in the 100 West Community Association (“Association”) and rights to use portions of the Association owned property (“Association Property”) subject to the restrictions set forth in the Declaration.

Affordable Housing Units Within Community. Pursuant to the requirements of the City, the Community includes market rate and affordable housing. Thirty (30) affordable housing units are located in various locations throughout the Community. These affordable housing units are required to be sold to qualified and eligible moderate-income buyers. Buyers of an affordable housing unit will be obligated to execute individual forms of affordable housing agreements by and between such Buyers and the City of Anaheim. Buyers of affordable units should carefully review the terms of such agreements to understand all obligations, including repayment obligations, that may be imposed upon Buyer or Buyer’s successors.

About This Phase: This is the 2nd phase which consists of approximately 0.24 acres on which one (1) building containing twelve (12) units and a two-car garage per condominium unit will be constructed.

Common amenities and/or facilities consisting of landscaping, lighting and walkways will be constructed on the common area. The estimated completion date is July 2022.

This phase is part of a total subdivision which, if developed as proposed, will consist of a total of 37 phases containing 292 units within the overall projected subdivision. The estimated completion date is August 2025.

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

FUTURE DEVELOPMENT OF THE COMMUNITY CANNOT BE PREDICTED WITH ACCURACY. SUBDIVIDER HAS THE RIGHT TO BUILD MORE OR FEWER THAN THE NUMBER OF HOMES CURRENTLY PLANNED, CHANGE PRODUCT LINES, ENLARGE OR DECREASE THE SIZE OF HOMES, ADDING LARGER, SMALLER OR DIFFERENTLY DESIGNED MODELS OR CHANGING (PARTIALLY OR IN TOTAL) DESIGNS AND/OR MATERIALS, AT ANY POINT DURING DEVELOPMENT.

DUE TO THE INABILITY TO PREDICT FUTURE MARKET CONDITIONS WITH ACCURACY, THERE ARE NO ASSURANCES THAT THE COMMUNITY WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE. TOPOGRAPHICAL MAPS IN THE SALES OFFICE, LOT PLOTTING MAPS, MAPS OFFERED BY

SUBDIVIDER AND OTHER FORMS SHOWING "COMPLETE" COMMUNITY PROJECTIONS DO NOT NECESSARILY COMMIT SUBDIVIDER TO COMPLETE THE COMMUNITY OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION AS SHOWN. SUBDIVIDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS OR CONDOMINIUM UNITS WITHIN THE COMMUNITY TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

Pursuant to Health and Safety Code Section 17973, Subdivider has completed an inspection and completed recommended repairs, if any, of the exterior elevated elements (balconies, decks, stairways, etc.). The inspection report and written confirmation by the inspector that any repairs or replacements recommended by the inspector have been completed shall be included with the written statement required by Section 1134 of the Civil Code.

Sale of All Residences: Subdivider has indicated that it intends to sell all of the units in this Community; however, any owner, including 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 INCORPORATION, 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 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: Subdivider estimates all common area improvements, amenities, and facilities including residential structures in this phase will be completed by approximately July 2022.

No escrows will close until all common area improvements, amenities, and facilities including all residential structures in this phase have been completed and a Notice of Completion has been filed and all claim of liens have expired. If the period for all claim of liens has not expired a title policy shall be issued to each purchaser containing an endorsement against all claims of liens (Section 11018.5 of the Business and Professions Code).

Completion of Recreation Facility: The Subdivider has posted a bond acceptable to the Department of Real Estate to assure completion of common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is February 2023.

This is a phased subdivision on one lot.

Subdivider of this subdivision has not furnished any financial guarantees that any residential units other than those in the building within this Phase will be completed.

If Subdivider does not complete the remaining residential units in exact accordance with the recorded condominium plan, the interest you purchase in this subdivision may not qualify for refinancing which would make the unit you purchase unmarketable.

Prior to entering into a purchase agreement/contract, you should consult an attorney for advice.

Subdivider advises that each purchaser and the Association will receive a special title endorsement insuring him/her against future mechanic liens which may be incurred in the construction of units in the additional phases of this one lot subdivision. The title endorsement provides that the total liability of the title company is limited to the face amount of the title policy only. The insurance will contain the following endorsement:

“The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of any statutory lien for labor or materials attaching to the Land, arising out of any work of improvement under construction or completed at the date of policy as to the condominium building in which the insured’s separate unit is located, and/or by reason of any statutory lien for labor or materials attaching to the Land arising out of any work or improvement within Lot No. 1 of Tract Map No. 18170 whether such improvements have been completed, are under construction or are to be constructed after the Policy Date.”

Should the owner of a unit in this Community sell his/her unit to another purchaser prior to the completion of the final phases, he/she should inform the new purchaser that a special future mechanic lien endorsement should be obtained from their title insurance company.

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.

Parking Agreement with Adjacent Site. The property immediately south of the Community (“Adjacent Property”) has been developed with a hotel and parking structure. The Community is subject to that certain Amended and Restated Parking Agreement recorded on February 20, 2020, as Document No. 2020000071245 (“Parking Agreement”), pursuant to which guests of the Occupants of the Community (which are referred to in the Parking Agreement as “Avanti Transients”) may potentially use surplus parking spaces within the parking structure subject to the terms and conditions in the Parking Agreement, including without limitation, the requirement to pay to use the parking structure based on the then-current standard parking rates for the parking structure. The Parking Agreement does not guarantee access to parking spaces and use of the parking spaces is conditioned upon the owner of the Adjacent Property making certain determinations as to parking availability, as more particularly set forth in the Parking Agreement. Owners within the Community are not entitled to any discount on parking rates and Owners should not rely upon guest parking being available within the Adjacent Property since the owner the Adjacent Property has the ability to make determinations as to parking availability in such owner’s sole discretion. In the event the Adjacent Property is no longer used for a

hotel or on the date the parking structure is no longer used for parking, the parking rights set forth in the Parking Agreement will terminate.

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 Community in accordance with the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements (the "**CC&Rs**"), the Articles of Incorporation, ("**Articles**"), and the Bylaws. In addition, the Association has the right to adopt rules and regulations and guidelines for the Community and which will include Community design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the Community. There may also be supplementary declarations or notices of annexation ("**Supplementary Declarations**") which will be recorded against portions of the Community 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 UNDER THE FIRST FINAL PUBLIC REPORT FOR THE SUBDIVISION. HOWEVER, IN NO EVENT SHALL THE MEETING BE HELD LATER THAN 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.

The CC&Rs: This Community is subject to the Declaration of CC&Rs and Establishment of Easements recorded on August 18, 2021, as Instrument No. 2021-000520463 and Supplementary Declaration for Phase 2 recorded on September 23, 2021, as Instrument No. 2021-000590905, both in the Office of the Orange County Recorder.

Master Declaration for Title 7 and All Disputes: This Community is subject to the Master Declaration for Title 7 and All Disputes for 100 West ("**Master Dispute Declaration**"), any amendments or supplements thereto recorded on September 23, 2021, as Instrument No. 2021-000589583, in the Office of the Orange County Recorder which contains procedures for the resolution of disputes relating to the Community that involve the Merchant Builder or certain additional parties. There will be no jury trials in connection with the disputes resolved under these procedures.

Individual Dispute Resolution Agreement: In addition to the Master Dispute Declaration, an Individual Dispute Resolution Agreement will be recorded against your Residential Unit. The Individual Dispute Resolution Agreement provides a procedure for the resolution of certain disputes between the Owner of a Residential Unit, and Subdivider and its affiliated general contractor. This procedure includes a binding arbitration provision. You are advised to review the Individual Dispute Resolution Agreement carefully.

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: SUBDIVIDER STATED THAT IT WILL FURNISH THE CURRENT BOARD OF OFFICERS OF THE ASSOCIATION AND EACH INDIVIDUAL PURCHASER WITH THE DEPARTMENT OF REAL ESTATE REVIEWED ASSOCIATION BUDGET.

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

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 4800 OF THE CIVIL CODE).

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 UNIT. 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).

REQUIRED SOLAR ENERGY SYSTEM: HOMES COVERED BY THIS PUBLIC REPORT HAVE A ROOF-TOP SOLAR ARRAY AND OTHER EQUIPMENT THAT CONVERTS SOLAR ENERGY TO HOUSEHOLD ELECTRICITY (EACH A "SYSTEM"). YOU MUST PURCHASE THE SYSTEM FOR A COST THAT IS ADDED TO THE PRICE OF THE HOME AS AN UPGRADE OPTION. YOU WILL NOT OWN THE ROOF OF THE BUILDING AND THERE ARE THEREFORE OBLIGATIONS SET FORTH IN THE DECLARATION RELATING TO SOLAR PANELS SERVICING YOUR RESIDENTIAL UNIT.

THE CALIFORNIA DEPARTMENT OF REAL ESTATE HAS NOT APPROVED OR REVIEWED DOCUMENTS RELATED TO THE SYSTEM OR THE SOLAR PROGRAM OFFERED. YOU ARE ADVISED TO THOROUGHLY REVIEW ALL DOCUMENTS AND INVESTIGATE ALL POSSIBLE OUTCOMES OF ANY SOLAR PROGRAM OFFERED, PRIOR TO SIGNING A PURCHASE AGREEMENT. YOU MAY WANT TO SEEK INDEPENDENT LEGAL COUNSEL TO ASSIST WITH YOUR REVIEW AND INVESTIGATION.

EXAMPLES OF SOME KEY SOLAR PROGRAM TERMS THAT YOU SHOULD KNOW AND UNDERSTAND ARE: (1) IF THERE ARE ANY UP-FRONT AND RECURRING SYSTEM COSTS; (2) IF YOU HAVE SYSTEM MAINTENANCE RESPONSIBILITIES; (3) IF THERE IS A WARRANTY AND WHAT IT COVERS; (4) IF THERE ARE REQUIREMENTS AND IMPACTS OF RE-SELLING YOUR HOME WITH THE SYSTEM; AND (5) IF YOU ARE RESPONSIBLE FOR REMOVING THE SYSTEM FOR ROOF REPAIRS?

ADDITIONAL INFORMATION ABOUT SOLAR ENERGY SYSTEMS FOR NEW HOMES IS ON THE WEBSITE OF THE CALIFORNIA ENERGY COMMISSION AND PUBLIC UTILITIES COMMISSION, AT [HTTP://WWW.GOSOLARCALIFORNIA.CA.GOV/](http://www.gosolarcalifornia.ca.gov/).

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 Budgets: Subdivider proposes to utilize a flexible phasing budgeting program called a "Range of Assessments," which allows for sales to commence in various phases throughout the project out of sequence. Subdivider has submitted a Range of Assessments spreadsheet and related budgets for the management, maintenance and operation of the Association obligations and for long-term reserves when the Community is substantially completed (built-out budget) applicable to the flexible phasing program. The Range of Assessments spreadsheet and budgets are were reviewed by the Department of Real Estate in March 2021. You should obtain copies of these budget documents from Subdivider.

Due to uncertainty in the sequence in which the phases in this Community will close escrows in individual housing types located in the overall Community, it is difficult to predict at this time the amount of the monthly assessment which will be assessed against each unit in the Community.

As the overall Community is developed and additional phases of the Community become subject to assessments, the level of monthly assessments in existing phases of the Community may increase or decrease, subject to the limitations in the CC&Rs or Bylaws.

A Range of Assessments budgeting program will be utilized for this development. The range of monthly assessments during the development period will be between **\$252.00** and **\$363.00**. Of these amounts, the monthly contributions toward long-term reserves which are not to be used to pay for current management, maintenance and operating expenses will be **\$100.46** and **\$127.60** respectively.

According to the Subdivider, assessments under the interim budget should be sufficient for management, maintenance and operation of the Master Association's obligations until the Community is substantially completed at which time it may be anticipated that assessments will be adjusted. Prior to the close of escrow for the sale of your unit, the Subdivider will provide you with a copy of the budget for your phase, reflecting the amount of the initial assessment you will actually pay to the Association.

Under the built-out budget the monthly assessment is anticipated to be **\$293.00**, of which **\$114.44** is towards long-term reserves.

IF THE BUDGET FURNISHED TO YOU BY THE SUBDIVIDER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH IS OUTSIDE OF THE RANGE OF ASSESSMENTS REFLECTED IN THE PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO A CONTRACT TO PURCHASE.

Submetering: In addition to the amounts due to the Association under the budgets described above, Residential Units within the Community will be sub-metered and owners will be obligated to pay a Utility Assessment based upon water usage. Utility Assessment amounts are not included in the budget amounts set forth above.

IN ADDITION TO THE MONTHLY ASSESSMENT, ALL RESIDENTIAL UNITS WHO RESIDE IN A FLATS TOWNHOME WILL PAY ASSESSMENTS UNDER THE FLATS SPECIAL BENEFIT AREA BUDGET, AS NOTED BELOW:

Flats Special Benefit Area Budget: Under the built-out budget, the monthly Special Benefit Area Assessment amount against each residential unit is estimated to be **\$140.00**. Under the Phase 1 Special Benefit Area Budget, the estimated Special Benefit Area assessment amount is **\$150.00**. The Association may or may not elect to use this budget when additional phases are annexed. Of these amounts, the monthly contributions toward long-term reserves are not to be used to pay for current management, maintenance and operating expenses are **\$42.82**.

IF THE SPECIAL BENEFIT AREA 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 SPECIAL BENEFIT AREA 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 (b) 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 Unit. 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 in this phase on the first day of the month immediately following the conveyance of the first subdivision condominium unit. 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: Subdivider has posted a bond 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.

Subsidy: Subdivider has entered into an agreement with the Association to temporarily subsidize a portion of your monthly assessment. The Subsidy shall commence on the first day of the month following the close of the first escrow and shall terminate on the date which is the earlier to occur of (a) close of escrow of the first residential unit in the final DRE Phase within

the Community or (b) six (6) months after the commencement date. The Subsidy Agreement may be extended in increments of no more than six (6) month(s) by the Subdivider, in accordance with the terms and provisions of the Agreement. During the term of the Agreement, the Subdivider will subsidize the monthly installment of Regular Assessments. The Subdivider will post a bond to cover its obligations under the Agreement. You may request a copy of the Subsidy Agreement from the Subdivider. You should be aware that the Subsidy Agreement could expire prior to your purchase of a Condominium Unit, in which case the amount of the monthly installment of the Regular Assessments to be paid by you will increase to the full amount assessable against each Condominium in such Phase.

Maintenance and Reserve Agreement: The Subdivider has entered into a Maintenance and Reserve Agreement with the Association and Avanti-Anaheim, L.P., a Delaware limited partnership (“Avanti-Anaheim”) in order to provide for the (1) maintenance of the private streets (2) Subdivider and Avanti-Anaheim’s agreement to convey the private streets to the Association in accordance with the development and phasing plan for the Community (3) the Association’s right to perform certain corrective maintenance for the private streets while subject to the Access and Utility Easements and (4) to evidence the potential obligation to contribute accrued reserves for the private streets when it is conveyed to the Association. You may request a copy of the Maintenance Agreement from Subdivider.

Use and Maintenance Agreement – Recreational Facilities: The Community is anticipated to contain a recreational facility and is anticipated to be conveyed to the Association upon the first conveyance of a condominium unit in Phase 11. Subdivider will enter into a Use and Maintenance Agreement with the Association, under the terms of which Subdivider may potentially allow use of the facility by Association members in advance of the facility being transferred to the Association. No representation or warranty is made as to whether the recreational facility will be completed or made available for use prior to the Department of Real Estate Phase in which it is included for transfer to the Association. The Subdivider will post a bond to cover its obligations under the Use and Maintenance Agreement. You may request a copy of the Use and Maintenance Agreement from the Subdivider.

Capital Contribution: On acquisition of record title to a unit, each buyer of a unit shall contribute to the capital of the Association (two months of the build-out amount) such amounts to cover the initial months of operation of the Subdivision. This contribution shall be deposited by the buyer into a purchase and sale escrow and disbursed therefrom to the Association, or to Subdivider (if Subdivider has previously advanced such fund on the Owners’ behalf).

USES/ZONING/HAZARD DISCLOSURES

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 Community and all existing, proposed or possible future uses adjacent to or in the vicinity of the Community. At the time this public report was issued, some of the land uses that surround the Community include, but are not limited to, the following:

Existing Uses as of Date of Public Report:

North - Mobile Home Park/Elementary School/Multi-Family Residential
South - Hotel
East - Retail/Business Commercial
West - Interstate 5/Retail/Business Commercial & Disneyland

Uses: Subdivider advises as follows regarding surrounding property uses:

- Disneyland is 0.45 miles west of the Community along with multiple hotels and convention center.
- Retail and commercial businesses are adjacent to the east and south of the Community, including a hotel and parking facility.
- Golden Skies Mobile Home Park and Anaheim RV Park are adjacent to the north of the Community.
- Interstate 5 is adjacent to the west of the Community.

Hazards: Subdivider has been advised that the following hazard exists within or near this Community:

All or portions of the Subdivision subject to this Public Report are located within an Area of Potential Flooding/Area of Potential Dam Inundation as shown on an inundation map. The Office of Emergency Services is required to designate areas within which personal injury or death would, in its determination, result from the partial or total failure of any dam. These areas of potential flooding, as defined in the California Emergency Services Act (California Government Code Section 8984.4 et seq.), are shown on maps released by the Office of Emergency Services, copies of which are also on file with the County. Subdivider makes no representations, guarantees or warranties with respect to any future dam inundation zone determinations.

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.

VOCs/Mitigation Systems. Environmental investigations performed on the site in 2019 and 2020 revealed the existence of Perchloroethylene ("PCE") in soil vapor in excess of applicable governmental screening levels on portions of the property. PCE is a type of volatile organic compound ("VOC"), commonly used as a dry-cleaning solvent. According to the Final Additional Site Characterization and Limited Human Health Risk Assessment Report prepared by Ensafe on December 8, 2020 ("Final Ensafe Report"), which was reviewed and approved by the City, the PCE contamination appears to have migrated onto the property. Based on the distribution of the detected PCE concentrations in soil vapor and the absence of VOCs in soil, Ensafe indicated there is no evidence of an on-site source of the PCE. However, based on the increasing PCE soil vapor concentrations with depth, Ensafe indicated an offsite source of PCE to the west and/or north/northwest may exist, and the potential exists for a regional PCE impacted groundwater plume to be contributing to PCE soil vapor contamination at the site. Without controls, there is a possibility that soil vapor containing VOCs could accumulate beneath the slab of an enclosed building and diffuse into the interior of the building, a process known as vapor intrusion. To reduce the risk of vapor intrusion, with the approval of the City of

Anaheim and under the direction of experienced environmental professionals, sub-slab vapor barriers will be installed under all condominium buildings within the Community. In addition, vapor mitigation systems consisting of a sub-slab venting system may be constructed for certain buildings. To ensure that these vapor mitigation systems function as intended and are not disturbed, restrictions and covenants associated with the system are set forth in the Declaration. A copy of the Final Ensafe Report is available for review at the Sales Office.

Freeway and Street Noise and Traffic. The Community is located at the intersection of South Anaheim Boulevard and South Anaheim Way and is located immediately adjacent to Interstate 5 Freeway. In addition, there are other regional, local arterial and interior roads in the vicinity of the Community that may cause noise within the Community or traffic congestion on the roadways near the Community. The Interstate 5 Freeway and each of these streets and other nearby streets are busy thoroughfares and carry large amounts of traffic which may result in noise, lighting, pollutants, vibrations, and other nuisances, as well as hazardous conditions associated with freeways or busy streets. In addition, future development, special events, and other occurrences in the area may result in increased traffic flow in and around the Community. Living in close proximity to heavily traveled roads and highways will increase exposure to vehicle exhaust including without limitation, diesel exhaust. Information regarding the effects of diesel exhaust can be found at <https://oehha.ca.gov/media/downloads/calenviroscreen/indicators/diesel4-02.pdf>.

Cell Tower Site. A cell tower site is located on the western boundary of the Community. An access easement has been granted through the Private Streets within the Community to provide access to such cell tower site.

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.

THIS IS NOT A COMPLETE LIST OF THE HAZARDS AND DISCLOSURES, WHICH MAY BE RELEVANT TO THE COMMUNITY. THE SUBDIVIDER HAS PREPARED VARIOUS DISCLOSURE STATEMENTS REGARDING VARIOUS ASPECTS OF THE PROJECT. YOU SHOULD VERIFY WITH THE SUBDIVIDER THAT YOU HAVE RECEIVED A COPY OF EACH OF THE DISCLOSURE STATEMENTS AND YOU SHOULD CAREFULLY REVIEW EACH OF THEM. BUYER IS RESPONSIBLE TO CONDUCT HIS OR HER OWN INDEPENDENT INVESTIGATION OF THE COMMUNITY AND SURROUNDING AREAS TO DETERMINE IF THE PROPERTY IS ADEQUATE FOR BUYER'S INTENDED USE. THESE DISCLOSURES ARE NOT EXHAUSTIVE, AND NO WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE IS MADE IN CONNECTION WITH SUCH DISCLOSURES. PURCHASERS SHOULD FAMILIARIZE THEMSELVES WITH THE SURROUNDING AREAS OF THE COMMUNITY 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 sanitary sewer, water, surface drainage and public utility purposes, together with the right of ingress and egress for the maintenance of said facilities; right to construct, maintain, operate and use electrical facilities and appurtenances and incidental purposes; sewer and incidental purposes; footing and incidental purposes; electrical and incidental purposes and other purposes are shown on the title report and Subdivision Map of Tract No. 18170 recorded on April 12, 2021, as Instrument No. 2021-000244423, in Book 992, Pages 5 through 12, inclusive M/M and Condominium Plan for Phase 2 recorded on June 4, 2021, as Instrument No. 2021-000364163, both in the Office of the Orange County Recorder.

Amendments to the original condominium plan may also be recorded. You may ask the Subdivider about such changes. If you purchase a condominium unit, this information will be included in your title policy.

Adjustments to the original subdivision map(s) may also be recorded. You may ask the Subdivider about such changes. If you purchase a unit subject to said adjustment, this information will be included in your title policy.

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.

For the purchaser of a condominium unit in this Community, 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 unit 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 Community lies within the boundaries of the following Districts and is subject to any taxes, assessments and obligations thereof.

- Orange County Vector Control District (includes Vector Surveillance and Control *and* Mosquito, Fire Ant and Disease Control assessments)
- Metropolitan Water District Water Standby Charge – Anaheim
- Orange County Sanitation District

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 Community 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, except for such amount as the Subdivider has covered by furnishing a bond to the State of California. [Refer to Business and Professions Code Sections 11013.4(a).]

If the escrow has not closed on your unit within eighteen (18) months of the acceptance date of purchase contract you may request the return of your purchase money deposit.

THE PURCHASE AGREEMENT (AND ESCROW INSTRUCTIONS) INTENDED FOR USE BY THE DECLARANT INCLUDES A PROVISION WHERE THE SELLER (DECLARANT) MAY IN ITS SOLE AND ABSOLUTE DISCRETION GRANT THE BUYER AN EXTENSION OF THE CLOSING DATE. UNDER THIS PROVISION THE BUYER SHALL PAY \$150.00 PER DAY (EXTENSION FEE) FOR EACH DAY THE ESCROW IS EXTENDED.

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 declarant has a financial interest of 5% or more.

THE DECLARANT HAS A FINANCIAL INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF CONDOMINIUM UNITS IN THIS COMMUNITY.

SOILS AND GEOLOGIC CONDITIONS

Soils and geologic information are available at City of Anaheim – Planning & Zoning 200 Anaheim Blvd., #145, Anaheim, CA 92805.

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 COMMUNITY 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 City of Anaheim advises that it will supply water to each condominium unit.

Sewage Disposal: Sewer service to each condominium unit in this Community will be provided by the City of Anaheim.

Gas: The Gas Company 800-427-2200

Electricity: Anaheim Public Utilities 714-765-3300

Telephone: AT&T 800-331-0500

Streets and Roads: The private streets within this Community will be maintained by the Association. The costs of repair and maintenance of these private streets are included in the budget and are a part of your regular assessment.

Schools: This Community lies within the Anaheim Elementary School District. This district advises that the school initially available to this Community are the following:

Paul Revere Elementary School (K-6)
140 W. Guinida Lane
Anaheim, CA 92805
Ph: 714-517-8950

This Community lies within the Anaheim Union High School District. This district advises that the schools initially available to this Community are the following:

South Junior High (7-8)
2320 E. South St.
Anaheim, CA 92806
Ph: 714-999-3667

Katella High School (9-12)
2200 E. Wagner Ave.
Anaheim, CA 92806
Ph: 714-535-3991

The above 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 districts.

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 South
320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105
(213) 576-6983