# Department of Real Estate of the State of California

In the matter of the application of

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A California corporation

FINAL SUBDIVISION PUBLIC REPORT

PLANNED DEVELOPMENT

FILE No.:

169182LA-F00

ISSUED:

**JANUARY 27, 2022** 

**EXPIRES:** 

**JANUARY 26, 2027** 

for a Final Subdivision Public Report on

**TRACT 37400** 

**SAGEWOOD (PHASE 22)** 

DEPARTMENT OF REAL ESTATE

Changle den Signature

CHENG WANG

Printed Name

RIVERSIDE COUNTY, CALIFORNIA

#### **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.

THIS FINAL PUBLIC REPORT COVERS LOTS 44 THROUGH 46, INCLUSIVE, AND LOTS 55 THROUGH 58, INCLUSIVE, ALL OF TRACT NO. 37400, WHICH IS A SUBDIVISION KNOWN AS **SAGEWOOD** (ALSO REFERRED TO AS "**SUBDIVISION**" OR "**COMMUNITY**"), BEING DEVELOPED D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION, D.B.A. D.R. HORTON AMERICA'S BUILDER ("**SUBDIVIDER**" OR "**SELLER**"), MORE SPECIFICALLY DESCRIBED IN THIS FINAL PUBLIC REPORT UNDER THE SECTION ENTITLED "OVERVIEW OF SUBDIVISION."

SPECIAL INTEREST AREAS IN THIS FINAL PUBLIC REPORT: YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: MANAGEMENT AND OPERATION, AND USES/ZONING/HAZARD DISCLOSURES.

NOTE: IN ADDITION TO THESE AREAS, IT IS IMPORTANT TO READ AND THOROUGHLY UNDERSTAND THE REMAINING SECTIONS SET FORTH IN THIS FINAL 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 PURCHASE AGREEMENT/CONTRACT OR LOAN DOCUMENTS, YOU MAY WISH TO CONSIDER CONSULTING WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO A CONTRACT TO PURCHASE THE PROPERTY.

PRELIMINARY SUBDIVISION PUBLIC REPORT: IF YOU HAVE 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 SUBDIVISION**

Location: Sagewood is located at McLaughlin Road, Barnett Road and Evans Road in the City of Menifee. 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 planned development. It includes certain Association Property (property owned by the Association) and/or Association Maintenance Areas (property that the Association must maintain but does not own) that are maintained by the Association (defined below).

Interests to Be Conveyed: You will receive fee title to a specified lot together with a membership in the Sagewood Community Association ("Association") and rights to use the Association Property.

**About This Phase:** This Final Public Report covers the twenty second phase of Sagewood which consists of approximately 1.26 acres divided into 7 residential lots. Common areas consisting mailboxes will be constructed by the Subdivider on the Association Property and/or Association Maintenance Areas in this phase. The Subdivider estimates that the residential structures and Association Property in this phase will be completed by approximately March 2023. At present time, the Community being developed by Subdivider may consist of a total of 25 phases and 174 residential lots. There is no assurance that this phase or the entire Community will be developed and/or completed as proposed.

SUBDIVIDER HAS PURCHASED AND IS DEVELOPING ONLY A PORTION OF THE COMMUNITY AND THE ASSOCIATION PROPERTY. SUBDIVIDER HAS NO CONTROL OVER, INCLUDING THE TIMING OF DEVELOPMENT, OF THE RESIDENTIAL LOTS AND ASSOCIATION PROPERTY IN THE COMMUNITY THAT SUBDIVIDER IS NOT DEVELOPING. AS OF THE DATE OF THIS PUBLIC REPORT, THE REMINDER OF THE LOTS AND ASSOCIATION PROPERTY ARE OWNED BY WSI MOJAVE INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

FUTURE DEVELOPMENT OF THIS SUBDIVISION CANNOT BE PREDICTED WITH ACCURACY. THE SUBDIVIDER AND THE OWNER OF THE OTHER LOTS THAT MAY BECOME SUBJECT TO THE DECLARATION, HAVE 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 THIS SUBDIVISION 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" SUBDIVISION PROJECTIONS DO NOT NECESSARILY COMMIT THE SUBDIVIDER OR THE OTHER DECLARANT TO COMPLETE THIS SUBDIVISION OR, IF COMPLETED, TO COMPLETE THIS SUBDIVISION AS SHOWN. THE SUBDIVIDER OR THE OTHER DECLARANT MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS IN THE SUBDIVISION TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

Sale of All Residences: The Subdivider has indicated that it intends to sell all of the lots being developed by Subdivider in the Community; however, any owner, including the Subdivider, has a legal right to rent or lease the lots, subject to the following:

Subdivider and Purchaser Obligations: IF YOU PURCHASE FIVE OR MORE SUBDIVISION INTERESTS 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 SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THE INTERESTS FOR SALE OR LEASE.

NOTE: WHEN YOU SELL YOUR LOT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE GOVERNING DOCUMENTS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS' FEES OR OTHER CHARGES, PROVIDED BY THE COMMUNITY DECLARATION OR OTHER MANAGEMENT DOCUMENTS ON THE LOT AS 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 Association Property by Subdivider.

The Subdivider estimates all Association Property improvements in this phase will be completed by approximately March 2023.

No escrows will close in this phase until completion of all Association Property improvements or, as an alternative, the Subdivider has submitted a bond or other security acceptable to the Department of Real Estate ("DRE") under the provisions of Section 11018.5 of the Business and professions Code to assure lien free completion of all Association Property in this phase of this subdivision.

Subdivider has posted a bond acceptable to the DRE in the amount of \$664,037. to assure completion of the park improvements (Lot 176 of Tract No. 37400) described in the Planned Construction Statement attached to the security instrument. The estimated completion date for these improvements is February 2022.

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 SUBDIVIDER.

### **MANAGEMENT AND OPERATION**

Association Obligations: 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, Restrictions and Establishment of Easements of Sagewood ("Declaration"), the Articles of Incorporation of Sagewood Community Association ("Articles"), and the Bylaws of Sagewood Community Association ("Bylaws"). In addition, the Association has the right to adopt rules and regulations for use in the Community ("Rules") and design guidelines which will set forth the guidelines and procedures for design review for the Community ("Design Guidelines"). There may also be supplementary declarations ("Supplementary Declarations") and other documents that have been recorded against portions of the Community, which may set forth additional restrictions and easements for portions of the Community, including the Master Dispute Resolution Declaration for Sagewood ("Dispute Resolution Declaration"). The Declaration, Bylaws, Articles, Supplementary Declarations, Rules, Design Guidelines, and Dispute Resolution Declaration are collectively referred to as the "Governing Documents". You should review each of the Governing Documents carefully.

Initial Meeting. THE ASSOCIATION WILL BE FORMED PURSUANT TO THE TERMS AND PROVISIONS OF GOVERNING DOCUMENTS. SINCE THE ASSOCIATION PROPERTY 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 45 DAYS AFTER 51% SELL OUT OF THE LOTS AUTHORIZED FOR SALE UNDER THE FIRST FINAL PUBLIC REPORT FOR THE SUBDIVISION. HOWEVER, IN NO EVENT SHALL THE MEETING BE HELD LATER THAN SIX (6) MONTHS AFTER THE CLOSING OF THE SALE OF THE FIRST LOT. (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 SECTIONS 5500 ET. SEQ. OF THE CIVIL CODE.

The Declaration and other Governing Documents: The Community is subject to the Declaration recorded September 23, 2021 as Instrument No. 2021-0567059, the Supplementary Declaration for Phase 22 recorded November 5, 2021 as Instrument No. 2021-0661016, and the Dispute Resolution Declaration recorded September 30, 2021 as Instrument No. 2021-0582451, all recorded in the Official Records of Riverside County, California, as the same may be modified, restated or amended.

### **SOLAR ENERGY PROGRAM**

THE CALIFORNIA DEPARTMENT OF REAL ESTATE IS NOT RESPONSIBLE FOR APPROVING THE TERMS OR LANGUAGE IN THE DOCUMENTS RELATING TO THE SOLAR ENERGY PROGRAM DISCUSSED HEREIN.

PURCHASERS ARE ADVISED TO REVIEW AND THOROUGHLY INVESTIGATE ALL OF THE TERMS AND POSSIBLE OUTCOMES OF PURCHASING A HOME SERVED BY A SOLAR ENERGY SYSTEM, INCLUDING WITHOUT LIMITATION THE SOLAR ENERGY SYSTEM ADDENDUM AND THE SOLAR SYSTEM AGREEMENT, IF ANY, PRIOR TO ENTERING INTO A PURCHASE AGREEMENT.

### **DESCRIPTION OF SOLAR ENERGY PROGRAM**

THIS PHASE CONSISTS OF MULTIPLE RESIDENCES (EACH A "RESIDENCE"). RESIDENCE IS SERVED BY A SEPARATE SOLAR PHOTO-VOLTAIC SYSTEM AND OTHER EQUIPMENT (EACH, A "SYSTEM") THAT CONVERTS SOLAR ENERGY TO ELECTRICITY, INSTALLED ON THE ROOF OF EACH RESIDENCE. PURCHASER HAS THE OPTION TO (I) PURCHASE THE SYSTEM FROM SUBDIVIDER OR THE SOLAR COMPANY OR (II) ENTER INTO A LEASE OF THE SYSTEM OR AN AGREEMENT FOR THE PURCHASE OF THE POWER GENERATED BY THE SYSTEM WITH A THIRD-PARTY SOLAR ENERGY SYSTEM PROVIDER ("SOLAR COMPANY"), NOT SUBDIVIDER. SUBDIVIDER IS NOT RELATED TO SOLAR COMPANY. IF YOU DO NOT ELECT TO PURCHASE A SYSTEM WITH THE PURCHASE OF YOUR RESIDENCE, YOU MUST ENTER INTO EITHER A LEASE FOR THE SYSTEM ("LEASE") OR A LONG-TERM AGREEMENT FOR THE PURCHASE OF THE ELECTRICITY PRODUCED BY THE SYSTEM ("PPA"), AS DESCRIBED IN THE SOLAR ENERGY SYSTEM ADDENDUM THAT YOU WILL RECEIVE AS PART OF THE PURCHASE AGREEMENT FOR THE RESIDENCE ("SOLAR ENERGY ADDENDUM"). IN ADDITION TO THE OPTION TO PURCHASE THE SYSTEM, SUBDIVIDER MAY ELECT WHETHER A LEASE OR PPA OPTION IS OFFERED TO YOU, AND YOU MAY NOT HAVE BOTH THE OPTION TO ENTER INTO THE LEASE OR THE PPA. THE LEASE AND PPA ARE REFERRED TO COLLECTIVELY AS A "SOLAR SYSTEM AGREEMENT".

### SOLAR SYSTEM AGREEMENT

IN CONNECTION WITH THE PURCHASE OF THE RESIDENCE YOU WILL BE ASKED TO DECIDE WHETHER TO PURCHASE THE SYSTEM FROM SUBDIVIDER OR ENTER INTO A SOLAR SYSTEM AGREEMENT WITH THE SOLAR COMPANY. IF YOU ELECT TO ENTER INTO A SOLAR SYSTEM AGREEMENT, PRIOR TO THE CLOSE OF ESCROW, YOU WILL BE ASKED TO READ AND SIGN A SEPARATE SOLAR SYSTEM AGREEMENT BETWEEN YOU, AS THE BUYER AND HOMEOWNER, AND SOLAR COMPANY.

DURING THE TERM OF THE SOLAR SYSTEM AGREEMENT, SOLAR COMPANY WILL OWN, MAINTAIN AND MONITOR THE SYSTEM. IF SOLAR COMPANY FAILS TO PERFORM ITS OBLIGATIONS UNDER THE SOLAR SYSTEM AGREEMENT YOU MAY TERMINATE THE SOLAR SYSTEM AGREEMENT, AFTER GIVING SOLAR COMPANY NOTICE AND AN OPPORTUNITY TO CURE ITS FAILURE. YOU MAY ALSO HAVE THE OPTION TO PURCHASE THE SYSTEM FROM SOLAR COMPANY AT CERTAIN LIMITED TIMES AND SUBJECT TO CERTAIN CONDITIONS AND TERMS DURING THE TERM OF THE SOLAR SYSTEM AGREEMENT. THE SOLAR COMPANY ALSO HAS THE RIGHT TO TERMINATE THE SOLAR SYSTEM AGREEMENT AND SEEK OTHER REMEDIES IT MAY HAVE, INCLUDING THE PAYMENT OF AMOUNTS OWED AND

FUTURE AMOUNTS THAT WOULD OTHERWISE BE PAID UNDER THE SOLAR SYSTEM AGREEMENT. EXCEPT AS PROVIDED ABOVE, DURING THE TERM OF THE SOLAR SYSTEM AGREEMENT, THE SOLAR SYSTEM AGREEMENT CANNOT BE TERMINATED BY YOU.

DURING THE TERM OF THE SOLAR SYSTEM AGREEMENT, YOU CANNOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SOLAR SYSTEM AGREEMENT WITHOUT SOLAR COMPANY'S PRIOR WRITTEN CONSENT, EXCEPT IN CONNECTION WITH A RE-SALE OF THE RESIDENCE AND SUBJECT TO THE REQUIREMENTS SET FORTH IN THE SOLAR SYSTEM AGREEMENT.

IF YOU RE-SELL THE RESIDENCE, YOU MAY TRANSFER THE RIGHTS AND OBLIGATIONS OF THE SOLAR SYSTEM AGREEMENT TO A PURCHASER WHO AGREES IN WRITING TO BE BOUND BY THE TERMS OF THE SOLAR SYSTEM AGREEMENT AND WHO MEETS SOLAR COMPANY'S CREDIT OR FINANCING REQUIREMENTS.

IF YOU DO NOT ELECT TO PURCHASE THE SYSTEM, YOU SHOULD READ THE SOLAR SYSTEM AGREEMENT CAREFULLY AND UNDERSTAND IT, BEFORE SIGNING IT. PURCHASERS SHOULD CONSULT WITH THEIR LEGAL ADVISOR FOR A BETTER UNDERSTANDING OF THE SOLAR SYSTEM AGREEMENT COMMITMENT.

**SYSTEM PERFORMANCE.** THE PERFORMANCE OF SYSTEMS WILL VARY DEPENDING ON A NUMBER OF FACTORS WHICH ARE UNIQUE TO EACH RESIDENCE AND EACH SYSTEM. SUBDIVIDER ASSUMES NO LIABILITY FOR THE PERFORMANCE OF THE SYSTEM, INCLUDING BUT NOT LIMITED TO THE SOLAR SYSTEM AGREEMENT, ANY ENERGY SAVINGS, TAX BENEFITS, CASH GRANTS, REBATES, MAINTENANCE OR SERVICE.

#### **OTHER DOCUMENTS**

IF YOU ENTER INTO A SOLAR SYSTEM AGREEMENT, THE SOLAR COMPANY MAY RECORD CERTAIN DOCUMENTS AGAINST YOUR RESIDENCE IN CONNECTION WITH THE SOLAR SYSTEM AGREEMENT AND SYSTEM, INCLUDING WITHOUT LIMITATION A UCC-1 FINANCING STATEMENT PROVIDING NOTICE OF SOLAR COMPANY'S OWNERSHIP OF THE SYSTEM'S COMPONENT PARTS LOCATED ON YOUR RESIDENCE.

**Information to be Furnished:** THE SUBDIVIDER STATED IT WILL FURNISH THE CURRENT BOARD OF DIRECTORS OF THE ASSOCIATION AND EACH INDIVIDUAL PURCHASER WITH THE DEPARTMENT OF REAL ESTATE REVIEWED ASSOCIATION BUDGET.

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).

THE SUBDIVIDER MUST PROVIDE YOU WITH A COPY OF THE GOVERNING DOCUMENTS BEFORE EXECUTION OF AN OFFER TO PURCHASE A LOT. A COPY OF EACH GOVERNING DOCUMENT 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 LOT (SECTION 11018.6 BUSINESS AND PROFESSIONS CODE).

### MAINTENANCE AND OPERATIONAL EXPENSES

Community Association to Levy Assessments: THE ASSOCIATION HAS THE RIGHT TO LEVY ASSESSMENTS AGAINST YOU FOR MAINTENANCE OF THE AMENITIES AND FACILITIES LOCATED WITHIN THE ASSOCIATION PROPERTY AND ASSOCIATION MAINTENANCE AREAS, AND FOR 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.

<u>Proposed Budgets</u>. Subdivider has submitted budgets for the maintenance and operation of the Association obligations and for long-term reserves when the community is substantially completed (built-out budget) and an interim budget applicable to this phase. These budgets were reviewed by the Department of Real Estate in August 2021. You should obtain copies of these budgets from the Subdivider.

Under the built-out budget, the proposed monthly assessment against each Lot will be \$66.00. The Association may or may not elect to use this budget when additional phases are annexed. Under the Interim Budget for Phase 22, the monthly assessment per Lot will be \$72.00. Of these amounts, the monthly contribution towards long-term reserves is not to be used to pay for current management, maintenance and operating expenses is \$14.59 (built-out) and \$16.71 (interim).

YOU SHOULD BE AWARE THAT IF, AND WHEN ADDITIONAL PHASE(S) ARE ANNEXED INTO THE SUBDIVISION, THE MONTHLY ASSESSMENTS AGAINST YOUR LOT MAY INCREASE OR DECREASE DEPENDING UPON, AMONG OTHER THINGS, THE NUMBER OF LOTS BEING ANNEXED IN SUCH SUBSEQUENT PHASE(S) AND WHETHER ANY ADDITIONAL COMMON AREA AND/OR COMMON FACILITIES ARE ALSO BEING ANNEXED AS A PART OF SUCH PHASE(S).

According to the Subdivider, assessments under the proposed interim budget should be sufficient for proper management, maintenance and operation of the Association's obligations until the subdivision 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 lot, 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.

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

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 Lot. 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 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 Annual (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 in the above referenced budgets are based on information available at the time the budgets were prepared. 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 Declaration 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: Annual Assessments for the Association will commence on lots in this phase of the subdivision on the first day of the month immediately following the conveyance of the first subdivision interest in the phase. The Subdivider must pay assessments to the Association for all unsold lots in this phase (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 Declaration. These remedies are available against the Subdivider as well as against other owners.

**Subdivider's Assessment Security:** The 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.

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#### 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 Subdivision 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:

**Zoning**: The zoning of the land surrounding the Community is as follows:

North: Open Space

South: Open Space/ResidentialWest: Open Space/ResidentialEast: Open Space/215 Freeway

Uses/Hazards: The Subdivider advises the following to exist within or near the Community:

Perris Valley Airport and Skydive Perris – approximately 2 ½ mile northwest;

Heritage Lake and Park – approximately 2 ½ miles southeast;

Nova Park – approximately 350 west;

Interstate 215 Freeway – less than 1 mile east;

South Perris Metrolink Station – approximately 2 miles northwest;

Romoland Channel – approximately 700 feet north;

Menifee Bible Church and St Stephen's Episcopal Church – approximately 0.5 miles;

Heritage Church, New Life Church, Menifee United Church of Christ, The View Church and St. Vincent Ferrer Church – approximately 1.0 mile;

### **Surrounding Land Use Disclosures:**

Romoland Channel. The Romoland Channel is located approximately 700 feet north of the Community. Subdivider makes no representations as to the future uses, water level or existence of the channel, which could be dry or flood in the future. As a result, the Community may be subject to odors, insects (including mosquitos or gnats) or humidity which may lead to growth of algae, mold and/or mildew. During and after periods of rain, fast moving water may be present, which may be a danger to children and animals playing in the vicinity of the canal. Children and animals must be closely watched when in the vicinity of the water to prevent accidental drowning and other such injuries around the channel. Subdivider is not responsible for Buyer's safety or the safety of Buyer's family, guests, invitees, tenants, agents or employees. Buyer should investigate the channel, the potential for flooding, and any planned improvements to the channel, to Buyer's satisfaction prior to purchasing a residence. Subdivider has no control over or responsibility to maintain the natural landscaping of the channel. There may be no nighttime lighting at the channel, and it may provide habitat for various forms of wildlife. For details concerning the channel, please contact the Riverside County Flood Control and Water Conservation District at (951) 955-1200.

<u>Gas Stations</u>. Several gas stations, including, without limitation, a 76, Shell, Circle K and 7-Eleven gas station are located within the vicinity of the Community. The Community may be subject to noise, light and fumes at any time of the day and night, including noise from delivery trucks. The gas stations currently open for business 24 hours per day.

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Power Lines. Overhead power lines, including high transmission power lines adjacent to the Community north of McLaughlin Road, and underground electric transmission and distribution lines and transformers are located in and around the Community. The lines and transformers are owned, operated and maintained by Southern California Edison. Power lines and transformers produce extremely low-frequency electromagnetic fields ("ELF-EMF") when operating. Please note that the size, nature, voltage and location of such overhead power lines and underground electric transmission and distribution lines and transformers are not within Subdivider's control and are subject to change. For some time, there has been speculation in the scientific community about health risks associated with living near ELF-EMF sources. For further information please contact the Customer Service Division of Southern California Edison and review the General Disclosure Addendum for more information.

Sewer Lift Station. A sewer lift station is located approximately 250 feet west from the Community. The lift station is owned and operated by Eastern Municipal Water District. Buyer of residences near the lift station may experience an increase in noise levels. Buyer may encounter some odors in the area near the lift station. Neither Subdivider nor the Association has any control over the use, maintenance or care of the lift station.

Wastewater Treatment Plants. The Perris Valley Regional Water Reclamation Facility, a wastewater treatment plant, is located approximately 1 mile north from the Community, and a solid waste transfer station is located approximately 2 miles northeast of the Community (collectively, the "Plants"). The Plants are operated by the Eastern Municipal Water District. Buyer may experience odor, noise and nighttime glare from facility lighting. Buyer should visit the Community at different times of the day prior purchasing the Home to determine whether the Plants will affect Buyer's use and enjoyment of the Home. Subdivider has no control over the operation of the Plants.

## Statutory Natural Hazard Areas.

The subdivider has advised that all or portions of the subdivision in the Community are located within a **Special Flood Hazard Area** as designated by the Federal Emergency Management Agency. Additionally, the Subdivider has advised that prospective purchasers within this area will be provided a separate disclosure required under Government Code Section 8589.3.

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.

The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within an *Area of Potential Flooding* as shown on an inundation map. Additionally, the subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Government Code Section 8589.4.

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 your lot is located within one or more Statutory Natural Hazard Areas, your ability to further develop the real property, to obtain insurance, or to receive assistance after a disaster may 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 receive 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 Areas which may affect the Association maintained areas, if any.

Seismic Hazard Zone Maps Not Available: The State of California has not yet produced any Seismic Hazard Zone maps for the Subdivision as of the date hereof. If your lot is located within one or more Statutory Natural Hazard Areas, your ability to further develop the real property, to obtain insurance, or to receive assistance after a disaster may 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 receive 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 Areas which may affect the Association maintained areas, if any.

Notice of Airport in Vicinity: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

Business and Professions Code Section 11010(b)(13)(B) provides an "airport influence area", also known as an "airport referral area", is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

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.

Notice of Right to Farm: This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

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

#### 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 lot 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 Declaration. In most instances, copies of documents can be provided to you upon request.

**Easements:** Easements for utilities, right of way, pipe lines, ditches, ingress and egress, pole lines, streets, electric energy for communication, and other purposes are shown on the Title Report and Subdivision Map, Tract No. 37400 recorded in Book 479 Pages 77 through 90 in the Office of the Riverside County Recorder.

An easement in favor of the Association over Lot 176 (Park) for construction, access, use and enjoyment will be recorded in the Office of the Riverside County Recorder prior to the first closing of an escrow within the Community.

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

Mineral Rights: You will not own the mineral, oil, gas, water, hydrocarbons, geothermal heat rights or geothermal substances, rights under your land below a depth of 500 feet. These have been previously reserved as noted on the preliminary title report and your grant deed. The right to surface entry has been waived.

#### **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 lot in The Neighborhood, the full cash value of the lot will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or 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.

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### **Special Taxes & Assessments:**

Community Facilities Districts. This Community, which is located with the Romoland School District CFD #2016-1 (Mclaughlin 157) and the City of Menifee CFD No. 2017-1 (Tax Zone 9) (Maintenance Services) and are subject to any taxes, assessments and obligations thereof. Subdivider must provide purchasers with disclosures for each community facilities district entitled, "Notice of Special Tax" prior to a purchaser entering into a purchase agreement. Each 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 each Notice prior to entering into a purchase agreement. Each of these special taxes appears on the yearly property tax bill and are in addition to the tax rate affecting the property described above in the section entitled "TAXES."

The buyer has five (5) days after delivery of the Notices of Special Tax by deposit in the mail, or three (3) days after delivery of any notice in person, to terminate the purchase agreement by giving written notice of that termination to the owner, Subdivider, or agent selling the property.

### **Special Districts:**

This Subdivision lies within the boundaries of the Eastern Municipal Water District – Infrastructure Availability Charge and is subject to any taxes, assessments and obligations thereof. This district was formed to pay for water and sewer standby charges. 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. The administration of this district will be provided by Eastern Municipal Water District.

This Subdivision lies within the boundaries of the Metropolitan Water District – Water Standby East and is subject to any taxes, assessments and obligations thereof. This district was formed to pay for water standby charges. 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. The administration of this district will be provided by Willdan Financial Services.

This Subdivision lies within the boundaries of the Riverside County Flood Control District – Flood Control (NPDES) and is subject to any taxes, assessments and obligations thereof. This district was formed to pay for flood control facilities and services. 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. The administration of this district will be provided by the Finance DTA.

#### **FINANCING**

Pursuant to Civil Code Sections 2956 through 2967, inclusive, Subdivider and purchasers must make certain written disclosures regarding financing terms and related information. The Subdivider will advise purchasers of disclosures needed from them, if any.

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:

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Acceleration Clause: This is a clause in a mortgage or deed of trust, which provides 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 The Neighborhood 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 <u>THOROUGHLY</u> 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 amounts as the subdivider has covered by furnishing a bond to the State of California. [Refer to Business and Professions Code Section 11013.4(b)]

If the escrow has not closed on your lot within one (1) year of the date of that Subdivider accepts the Purchase Agreement, 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

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ESCROW COMPANY, WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF LOTS IN THIS SUBDIVISION.

### SOILS AND GEOLOGIC CONDITIONS

Soils and geologic information is available at: City of Menifee – Planning and Engineering Department – 29714 Haun Road, Menifee, CA 92586.

Some lots will contain filled ground in excess of 2 feet. Information concerning filled ground, soil conditions and geologic conditions is available at the same agency listed above.

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. THE NEIGHBORHOOD 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 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 THE COMMUNITY.

**Schools:** This Community lies within the Romoland School District at (951) 926-9244 and the Perris Union High School District at (951) 943-6369.

The Romoland School District advises that the Community is presently within the attendance boundaries for the following schools:

(Grades K-5)
Boulder Ridge Elementary School
27327 Junipero Road
Menifee, CA 92585
(951) 723-8931

(Grades 6-8) Ethan A. Chase Middle School 28100 Calm Horizon Drive Menifee, CA 92585 (951) 566-4400

The Perris Union High School District advises that the Community is presently within the attendance boundaries for the following schools:

(Grades 9-12) Paloma Valley High School 31375 Bradley Road Menifee, CA 92584 (951) 672-6030

This school information was provided prior to the date of issuance of this Public Report and is subject to change at the discretion of the above school districts. For the most current information regarding school assignments, facilities and bus service, purchasers are encouraged to contact the school districts.

### **CLOSING STATEMENT**

If you need clarification as to the statements in this Final 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 Final Public Report you, may contact:

Department of Real Estate Subdivisions South 320 W. 4th Street, Suite 350 Los Angeles, CA 90013-1105 (213) 576-6983

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