

RECEIPT FOR PUBLIC REPORT

The Laws and Regulations of the California Real Estate Commissioner require that you as a prospective purchaser or lessee be afforded an opportunity to read the public report for this subdivision before you make any written offer to purchase or lease a subdivision interest or before any money or other consideration toward purchase or lease of a subdivision interest is accepted from you.

In the case of a preliminary or interim public report, you must be afforded an opportunity to read the public report before a written reservation or any deposit in connection therewith is accepted from you.

In the case of a conditional public report, delivery of legal title or other interest contracted for will not take place until issuance of a final public report. Provision is made in the sales agreement and escrow instructions for the return to you of the entire sum of money paid or advanced by you if you are dissatisfied with the final public report because of a material change. (See California Business and Professions Code Section 11012.)

DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE PUBLIC REPORT AND HAVE READ IT.

I read the Commissioner's Public Report on _____
[FILE NUMBER]

[TRACT NUMBER OR NAME]

[PHASE NUMBER] [LOT/UNIT NUMBER]

I understand the public report is not a recommendation or endorsement of the subdivision, but is for information only.

The issue date of the public report which I received and read is:

[DATE ISSUED]

[DATE AMENDED]

[EXPIRATION DATE]

[NAME]

[SIGNATURE]

[ADDRESS]

[DATE]

*Department of Real Estate
of the
State of California*

**CONDITIONAL SUBDIVISION PUBLIC REPORT
PLANNED DEVELOPMENT**

In the matter of the application of:

FILE NO.: 178129SA-F00/C00

TAYLOR MORRISON OF CALIFORNIA, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY

ISSUED: MARCH 20, 2025

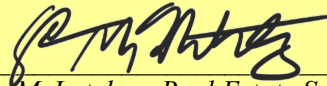
for a Conditional Subdivision Public Report on:

EXPIRES: SEPTEMBER 19, 2025

TRACT NO. 8647
FRANCIS RANCH, NEIGHBORHOOD 3
LARKSPUR AT FRANCIS RANCH (PHASE 1)

ALAMEDA COUNTY, CALIFORNIA

DEPARTMENT OF REAL ESTATE

by 
Shane McLatchey, Real Estate Specialist

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 & Professions (B&P) Code Section 11018.1(b)]

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

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

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

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

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 CONDITIONAL SUBDIVISION PUBLIC REPORT COVERS ONLY LOTS 56 THROUGH 61, INCLUSIVE, AND LOTS 63 THROUGH 66, INCLUSIVE, OF TRACT NO. 8647 (EACH OF WHICH IS REFERRED TO HEREIN AS A "**LOT**").

"LARKSPUR AT FRANCIS RANCH" (THE "**PROJECT**" OR "**SUBDIVISION**") IS A PART OF THE RESIDENTIAL MASTER PLANNED DEVELOPMENT KNOWN AS "FRANCIS RANCH" (THE "**MASTER COMMUNITY**"). THE MASTER COMMUNITY IS BEING DEVELOPED BY TH EAST RANCH DUBLIN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("**MASTER DEVELOPER**") AND VARIOUS MERCHANT BUILDERS. TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("**MERCHANT BUILDER**" OR "**SUBDIVIDER**"), IS DEVELOPING "LARKSPUR AT FRANCIS RANCH."

SPECIAL INTEREST AREAS IN THIS CONDITIONAL SUBDIVISION PUBLIC REPORT: YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: MANAGEMENT AND OPERATION, MAINTENANCE AND OPERATIONAL EXPENSES, USES/ZONING/HAZARD DISCLOSURES, TITLE, TAXES, PURCHASE MONEY HANDLING, 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 CONDITIONAL SUBDIVISION PUBLIC REPORT PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE. AS USED HEREIN, "**CONTRACT**" SHALL COLLECTIVELY REFER TO THE PURCHASE AGREEMENT, AND ALL APPLICABLE ESCROW INSTRUCTIONS, ADDENDA AND AMENDMENTS THERETO.

CONDITIONAL SUBDIVISION PUBLIC REPORT: THIS IS NOT A FINAL SUBDIVISION PUBLIC REPORT ("**FINAL PUBLIC REPORT**"), THIS IS WHAT IS KNOWN AS A CONDITIONAL SUBDIVISION PUBLIC REPORT ("**CONDITIONAL PUBLIC REPORT**"). IT IS A CONDITIONAL PUBLIC REPORT SINCE THE SUBDIVIDER HAS NOT YET SATISFIED ALL OF THE CONDITIONS NECESSARY FOR THE ISSUANCE OF A FINAL PUBLIC REPORT. UNTIL ISSUANCE OF THE FINAL PUBLIC REPORT, NO ESCROW SHALL CLOSE, NO FUNDS SHALL BE RELEASED FROM ESCROW TO THE SUBDIVIDER, AND NO TITLE SHALL BE CONVEYED FOR ANY PORTION OF THE SUBDIVISION COVERED BY THIS CONDITIONAL PUBLIC REPORT. HOWEVER, THE SUBDIVIDER MAY ENTER INTO A BINDING CONTRACT WITH YOU FOR THE PURCHASE OR LEASE OF A LOT IN THIS SUBDIVISION IF:

- (A) THE SUBDIVIDER FIRST PROVIDES YOU WITH A COPY OF THIS CONDITIONAL PUBLIC REPORT AND A WRITTEN STATEMENT CONTAINING CERTAIN DISCLOSURES REQUIRED BY CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 11018.12(F).
- (B) PROVISION IS MADE IN THE CONTRACT FOR THE RETURN OF THE ENTIRE SUM OF MONEY PAID OR ADVANCED ("**PURCHASE MONEY**") BY YOU IF A FINAL PUBLIC REPORT HAS NOT BEEN ISSUED DURING THE TERM OF THIS CONDITIONAL PUBLIC REPORT, AS MAY BE EXTENDED FOR AN ADDITIONAL SIX MONTH TERM.
- (C) PROVISION IS MADE IN THE CONTRACT FOR THE RETURN TO YOU OF THE PURCHASE MONEY IF YOU ARE DISSATISFIED WITH THE FINAL PUBLIC REPORT BECAUSE OF A MATERIAL CHANGE IN THE SETUP OF THE OFFERING (REFER TO CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 11012).

- (D) AS A CONDITION OF THE PURCHASE, DELIVERY OF LEGAL TITLE OR OTHER INTEREST CONTRACTED FOR WILL NOT TAKE PLACE UNTIL ISSUANCE OF A FINAL PUBLIC REPORT.

BEFORE ENTERING INTO A CONTRACT UNDER THE AUTHORITY OF THIS CONDITIONAL PUBLIC REPORT, YOU SHOULD REVIEW THE CONTRACT CAREFULLY TO MAKE SURE THAT YOU WILL BE ABLE TO HONOR YOUR OBLIGATIONS WHEN IT IS TIME TO CLOSE ESCROW. FOR EXAMPLE, IF YOU DO NOT HAVE FUNDS TO COMPLETE THE PURCHASE MONEY LOAN, YOU MAY BE OBLIGATED UNDER THE CONTRACT TO KEEP AN ADEQUATE LOAN COMMITMENT IN EFFECT UNTIL THE FINAL PUBLIC REPORT IS ISSUED AND IT IS TIME TO COMPLETE THE PURCHASE. YOU SHOULD CAREFULLY CONSIDER WHETHER THERE WILL BE CHANGES IN YOUR INCOME, ASSETS OR LIABILITIES THAT COULD MAKE YOUR LENDER UNABLE TO FUND THE LOAN. YOU SHOULD ALSO CONSIDER YOUR PERSONAL SITUATION BEFORE ENTERING INTO A CONTRACT AS YOUR DESIRE AND ABILITY TO COMPLETE THE PURCHASE MAY CHANGE. THE DEPARTMENT OF REAL ESTATE ("DRE") HAS REVIEWED THE CONTRACT FORM BUT HAS NOT REVIEWED ANY ARRANGEMENTS YOU MAY ENTER INTO WITH YOUR PURCHASE MONEY LENDER. YOU SHOULD CAREFULLY REVIEW YOUR ARRANGEMENTS WITH THE LENDER.

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.

THE INITIAL TERM OF THIS CONDITIONAL PUBLIC REPORT IS SIX MONTHS. WHEN THE CONDITIONAL PUBLIC REPORT EXPIRES, YOU MAY WISH TO CONSIDER CONTACTING THE SUBDIVIDER TO DISCUSS THE STATUS OF YOUR CONTRACT, SINCE A CONDITIONAL PUBLIC REPORT MAY BE RENEWED FOR ONE ADDITIONAL SIX MONTH TERM.

THIS CONDITIONAL PUBLIC REPORT ALLOWS THE SUBDIVIDER TO ENTER INTO A BINDING CONTRACT WITH YOU, SUBJECT TO YOUR RECEIPT, EXAMINATION, AND ACCEPTANCE OF A FINAL PUBLIC REPORT WITHIN THE TIME PERIOD INDICATED IN YOUR CONTRACT.

THE FOLLOWING CONDITIONS MUST BE SATISFIED BY THE SUBDIVIDER BEFORE A FINAL PUBLIC REPORT CAN BE ISSUED:

- a) Evidence that the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Francis Ranch" has been recorded in the Official Records of the County;
- b) Evidence that the "Neighborhood Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Francis Ranch" for the Phase has been recorded in the Official Records of the County;
- c) Evidence that the "Master Dispute Resolution Declaration for Larkspur at Francis Ranch" has been recorded in the Official Records of the County;
- d) Evidence that the "Declaration of Annexation to Master Dispute Resolution Declaration for Larkspur at Francis Ranch" for the Phase has been recorded in the Official Records of the County (not applicable for product Phase 1);

- e) A current preliminary title report of a licensed title insurance company for all subdivision interests to be included in the Final Public Report must be issued and provided to the DRE after recording of the above referenced documents;
- f) Evidence that the Articles of Incorporation of Francis Ranch Owners Association ("**Association**") has been filed with the California Secretary of State;
- g) If applicable, evidence that the Grant Deed to the Association for the Phase has been reviewed and accepted by the DRE and signed, acknowledged and deposited in escrow for recordation in accordance with escrow instructions;
- h) Evidence that the DRE has reviewed the budget for the Association;
- i) Evidence that financial arrangements acceptable to the DRE have been made to secure the Seller's obligation to pay the Association's regular assessments; and
- j) Evidence that the master developer of the "Francis Ranch" development has completed the off-site improvements and streets included in the offering.

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

AS USED HEREFTER, THE TERM "**PUBLIC REPORT**" SHALL MEAN AND REFER TO THIS CONDITIONAL PUBLIC REPORT.

OVERVIEW OF SUBDIVISION

Location: This subdivision is located Croak Road and Central Parkway within the city limits of Dublin, California. 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 property which will be owned and/or maintained by an incorporated homeowners association (collectively, "**Common Area**"), as more particularly described in the CC&Rs.

Interests to Be Conveyed: You will receive fee title to a specified Lot, together with a membership in the Francis Ranch Owners Association ("**Association**") and rights to use the Common Area subject to the terms and conditions of the CC&Rs and other governing documents.

About This Phase: This public report is for the first (1st) phase of the Project, which consists of approximately 1.42+/- acres divided into ten (10) Lots improved with residences and related improvements as well as various easements described in the CC&Rs.

This phase is located in Neighborhood 3 of which "Larkspur at Francis Ranch" is a part and will consist of 85 Lots and Common Area which, if developed as proposed, will consist of multiple phases. The estimated completion date for the Subdivision is May

2026. There are also 6 other lots in Neighborhood 3 that will be built and sold by the Master Developer or a different merchant builder, and sold under different public reports.

This phase is also part of Francis Ranch master planned development. If completed as proposed, the master planned development may include as many as 573 homes and Common Area in a number of different neighborhoods. The master planned development may involve multiple builders, responsible for the construction of various product types of homes, and concurrent sales programs through the buildout of each neighborhood. The estimated completion date is November 2028.

There is no assurance that this phase or the total subdivision will be completed as proposed.

THE FUTURE DEVELOPMENT OF THE SUBDIVISION CANNOT BE PREDICTED WITH ACCURACY. THE 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, ADD LARGER, SMALLER OR DIFFERENTLY DESIGNED MODELS, OR CHANGE (PARTIALLY OR IN TOTAL) THE 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 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 TO COMPLETE THE SUBDIVISION OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION AS SHOWN. THE SUBDIVIDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS WITHIN THE SUBDIVISION TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

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

SUBDIVIDER AND PURCHASER OBLIGATIONS: IF YOU PURCHASE FIVE OR MORE LOTS 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 LOT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE CC&Rs, ARTICLES OF INCORPORATION, THE BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS FEES OR OTHER CHARGES, PROVIDED BY THE CC&Rs OR OTHER MANAGEMENT DOCUMENTS AFFECTING THE LOT 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 (CALIFORNIA CIVIL CODE SECTION 4540).

NOTWITHSTANDING ANY PROVISION IN THE CONTRACT TO THE CONTRARY, A PROSPECTIVE BUYER HAS THE RIGHT TO NEGOTIATE WITH THE SELLER TO ALLOW AN INSPECTION OF A LOT BY THE PURCHASER OR THE PURCHASER’S DESIGNEE UNDER TERMS MUTUALLY AGREEABLE TO THE PROSPECTIVE BUYER AND SELLER.

MANAGEMENT AND OPERATION

Association Obligations and Governing Documents: The Association, of which you become a member at time of purchase, is governed by and manages, maintains, and operates the subdivision in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Francis Ranch (the “**CC&Rs**”) and the Articles of Incorporation (“**Articles**”) and Bylaws of the Association. In addition, the Association has the right to adopt rules and regulations concerning the maintenance, improvement, use, management and/or occupancy of any portion of the Project, procedures for the election of members of the Board of Directors of the Association (“**Rules and Regulations**”), and architectural guidelines setting forth the guidelines and procedures for design/architectural review within the subdivision (“**Architectural Guidelines**”). There may also be supplementary declarations or notices of annexation (“**Notices of Annexation or Supplementary Declarations**”) recorded against portions of the subdivision which may set forth additional restrictions and easements covering the areas covered by the Notices of Annexation or Supplementary Declarations (the CC&Rs, Bylaws, Articles, Notices of Annexation, Supplementary Declarations, Rules and Regulations, and Architectural Guidelines may hereinafter be 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 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 45 DAYS AFTER 51% SELL OUT OF THE INTERESTS AUTHORIZED FOR SALE 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. 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 CC&Rs: This subdivision will be subject to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Francis Ranch

("CC&Rs"), the Neighborhood Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Francis Ranch (Larkspur at Francis Ranch Phase 1), and the Master Dispute Resolution Declaration for Larkspur at Francis Ranch, all to be recorded in the Office of the Alameda County Recorder.

Amendments and/or Supplements to the CC&Rs may also be recorded. You may ask the Subdivider about such changes. If you purchase a Lot, this information will be included in your title policy.

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

TO SECURE FINANCING FOR THIS SUBDIVISION ACCEPTABLE FOR ACQUISITION BY FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) AND FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC), IT HAS BEEN NECESSARY FOR THE SUBDIVIDER TO INCORPORATE INTO THE CC&Rs AND OTHER MANAGEMENT INSTRUMENTS PROVISIONS WHICH GIVE THE MORTGAGE LENDER A VOICE IN THE AFFAIRS OF THE HOMEOWNER'S ASSOCIATION AND IN THE MANAGEMENT AND OPERATION OF THE SUBDIVISION WHICH A LENDER DOES NOT ORDINARILY HAVE.

DOCUMENTS TO BE FURNISHED: THE SUBDIVIDER STATED THAT 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 THE 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 (CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 11018.5 AND CALIFORNIA CIVIL CODE SECTION 4800).

THE SUBDIVIDER SHALL MAKE A COPY OF THE ARTICLES, THE BYLAWS, AND THE CC&Rs AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF AN OFFER TO PURCHASE A LOT. 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 LOT (CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 11018.6).

MAINTENANCE AND OPERATIONAL EXPENSES

Association to Levy Assessments: The Association has the right to levy assessments against you for maintenance of the Common Area and other purposes described in the Governing Documents. The Board of Directors of the Association will manage the Association and determine the amount of the assessments to be levied, subject to the provisions of the Governing Documents and applicable law. Subject to

certain exceptions, your control of the Association's operations and expenses will be limited to your right to vote in the elections of the members of the Board of Directors, as specified in the Governing Documents.

Proposed Budgets (Range of Assessments): The Subdivider has submitted budgets for the management, maintenance, and operation of the Association obligations and for long-term reserves when the subdivision is substantially completed (built-out budget) and interim budgets applicable to these phases. These budgets were reviewed by the Department of Real Estate in February 2025. You should obtain copies of these budgets from the Subdivider.

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

As the overall subdivision is developed and additional phases of the subdivision become subject to assessment, the level of monthly assessments in existing phases of the subdivision may increase or decrease, subject to the limitations in the CC&Rs or Bylaws. Under the Range of Assessments budget on file with the DRE, the range of monthly assessments during the development period will be between approximately \$113.00 and \$725.00. 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 between approximately \$39.52 and \$247.93

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.

IF THE BUDGET FURNISHED TO YOU BY THE SUBDIVIDER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH IS AT LEAST 20% MORE OR AT LEAST 10% LESS THAN THE ASSESSMENT AMOUNT SHOWN IN THE FINAL, YOU SHOULD CONTACT THE DRE BEFORE ENTERING INTO AN CONTRACT TO PURCHASE.

NOTE: 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 (CALIFORNIA BUSINESS & 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 California Civil Code Section 5300(b) 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 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.

Exemptions from Association Regular Assessments: The CC&Rs provide that the subdivider or other owner of a subdivision interest will be allowed to defer from payment, that portion of any assessment which is directly attributable to any structural improvement and/or common facility that is not complete at the time assessments commence. The amount of the deferment may be a fixed amount, or may vary based upon dates of completion or use. Once the established criterion is met and the authority allowing the deferment is eliminated, all owners must pay the full amount of the monthly assessment as outlined herein. The limitations of this allowance are specifically set forth in the CC&Rs. (Regulation 2792.16c).

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 Lots in this phase on the first day of the month immediately following the conveyance of the first subdivision Lot in the phase. The Subdivider must pay assessments to the Association for all unsold lots (Regulations 2792.9 and 2792.16).

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

Subdivider's Assessment Security: The Subdivider will post 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.

BEFORE SIGNING YOUR CONTRACT, YOU SHOULD READ AND THOROUGHLY UNDERSTAND THE CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS OF YOUR CONTRACT, YOU MAY WISH TO CONSIDER CONSULTING WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO A CONTRACT FOR A LOT IN THE PROJECT.

USES/ZONING/HAZARD DISCLOSURES

The Subdivider has set forth below references to various uses, zoning, hazards and other matters based on information from a variety of sources. You should independently verify the information regarding these matters, as well as all other matters, that may be of concern to you regarding the subdivision and all existing, proposed or possible future uses adjacent to or in the vicinity of the subdivision.

At the time this public report was issued, some of the land uses that surround the subdivision include, but are not limited to, the following:

Zoning:

North - Open space
South - I-580 Freeway
East - Open space
West - Existing residential

Significant Surrounding Uses:

- Freeway to the South

Disclosures:

Geological Hazard Abatement District. If the Project is completed as currently planned, the Project will be included in the Fallon Village Geologic Hazard Abatement District ("**GHAD**"). The GHAD was formed primarily for the purposes of the ongoing maintenance of slopes, existing wetlands (within GHAD jurisdiction), water quality basins, debris basins, EVA/Maintenance roads, developed trails, fencing, concrete-lined

drainage ditches, storm drain system improvements (GHAD-owned parcels), and Seller or Merchant Builder constructed retaining walls, subdrains and subdrain outlet, fuel management on GHAD-owned parcels of Tract 8563 or other Subdivision Maps applicable to the Project. The primary source of funds for the GHAD will be derived from assessments levied against the properties located within the GHAD. The assessments will be collected through the real property tax bill issued by the County of Alameda for property in the Project (and the other properties within the GHAD). The GHAD has the power to raise money through the sale of bonds, and if this power is exercised, the bonds will constitute a lien upon each Owner's Lot or Condominium. It is anticipated that bonds would be used only if a geological hazard does occur and the reserve funds then held by the GHAD are not sufficient to resolve the hazard. The City Council, acting as the Board of Directors for the GHAD, will review the budget for the GHAD annually and the amount of the annual assessment. The annual assessment will depend, among other things, upon the scope of work to be performed and the cost of such work. The assessment is subject to annual adjustments as the City Council deems appropriate. Association Assessments may include costs and expenses of the Association incurred in connection with the GHAD maintenance obligations described in the Declaration until the GHAD assumes such obligations

Wetlands. Certain areas of the Project constitute wetland areas ("**Wetland Areas**"). A "Covenant and Deed Restriction" has been or will be recorded in the County Recorder's Office that imposes certain covenants, conditions, and restrictions on the usage of the Wetland Areas. Except as may be required by governmental agency permits, the Covenant and Deed Restriction, or subdivision map approvals, no improvements may be constructed, installed, or placed within the Wetland Areas. No trees, plants or other landscaping may be installed or removed from the Wetland Areas (with the sole exceptions of weed abatement and any removals necessary for fire management of the Wetland Areas) without the prior written consent of the Water Board. No alteration of the Wetland Areas is permitted without first obtaining the written approval of the Water Board. The Association is required to maintain the Wetland Areas, including, but not limited to, weed abatement, fire management, and trash removal in accordance with the Covenant and Deed Restriction. The cost of the Association's maintenance of the Wetland Areas will be included in each Owner's Regular Assessment.

Stormwater Management. The Project is subject to a Master Stormwater Management Plan and Stormwater Management Maintenance Agreement with the City. The Association is responsible for the maintenance of certain stormwater facilities in the Project described in the Declaration and/or recorded Neighborhood Supplemental Declarations as maintained by the Association (e.g., storm drain inlets, bio-retention basins, vegetated swale along the eastern shoulder of Croak Road in Tract 8563, seasonal wetland areas, full trash capture devices, concrete ditches, and other BMPs and/or devices originally required by the City and/or Water Board for the Project. The GHAD will be responsible for the maintenance of other stormwater facilities (as described in the Declaration). No Owner or the Association shall perform any act that interferes with or impedes the proper operation or function of any stormwater facilities. In addition, no Owner or the Association may make any alteration to the drainage patterns and facilities in the Project until plans have been submitted and approved pursuant to the provisions of the Declaration pertaining to architectural control, the

GHAD, the City, and the Water Board. If existing drainage swales established on a Lot and around the residence or on a Condominium (e.g., Exclusive Use Association Property patio, yard, etc.) are interrupted, blocked, filled, or otherwise altered, serious damage may result. Drainage must not be allowed to pond in a yard (except in swales specifically designed for detention) or run against or under a residence, Condominium Building, foundation, garage floor, driveway, or other improvement. Serious damage may result even during a short period of time. No Owner shall perform any act which interferes or impedes the property operation or function of any stormwater facility on or in an Owner's Lot or the Association Property. The cost of the Association's maintenance of stormwater facilities will be included in each Owner's Regular Assessment.

Affordable Housing. As required by the City, certain Lots and Condominiums in the Master Community, including certain lots within Neighborhood 3, and/or accessory dwelling units constructed within such Lots or Condominiums (will be subject to restrictions limiting the rental or sale of such Lots and Condominiums at a price affordable to low or moderate income households. An agreement (e.g., Resale Restriction Agreement and Option to Purchase, Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants, etc.) and deed restrictions setting forth such restrictions and other provisions (e.g., provisions concerning occupancy, financing, City's option to purchase, equity sharing, subleasing, etc.) may be recorded against each of the Lots and Condominiums subject to such affordable housing requirements. The City, not the Association, has the power to enforce any such affordable housing agreement. Affordable housing will also be developed on Parcel 10 of Tract 8563.

Accessory Dwelling Units. As noted above, if the Subdivision is completed as currently planned, certain Lots will have an accessory dwelling unit ("**ADU**") constructed within such Lot. Owners are not required to lease the ADU, but if leased, it must be leased to a person(s) who qualify as a low income household, as required by the City. Restrictions will be recorded at the close of escrow limiting rentals to low income households. Each Owner of a Lot with an ADU is responsible for ensuring that the residents and other occupants of such ADU comply with the restrictions in the documents provided by the City, the Declaration and any Rules and Regulations adopted by the Board; if the Owner fails to do so, the Owner may be subject to legal action by the City, as well as Compliance Assessments or other legal action by the Board. Buyer and other residents of the Project may experience noise, traffic congestion, parking problems, and other adverse impacts relating to the use of any ADUs in the Project.

Water Bodies. Various water bodies (e.g., Tassajara Creek, Cottonwood Creek, etc.) are located in the vicinity of the Project. Each Owner may experience, and/or be exposed to, potential flooding, unpleasant odors, noise, bright lights, wildlife (e.g., deer, raccoons, skunks, possums, coyotes, etc.), insects (including, without limitation, mosquitoes and other insects that carry communicable diseases such as West Nile Virus), and other adverse impacts relating to the maintenance and operation of the water bodies.

Water Tanks. Water tanks are located to the north of the Project. Buyer may experience potential flooding, noise, and other adverse impacts relating to the operation and maintenance of the water tanks.

United States Army Camp Parks Reserve Forces Training Area. The United States Army Camp Parks Reserve Forces Training Area ("**Camp Parks**") is located in the vicinity of the Project. Camp Parks has a primary mission of exercising the functions of command, training, security, administration, servicing, and supply to all troop units, military activities and other governmental agencies assigned or attached. Camp Parks is the only local training facility for more than 11,000 Army Reserve Soldiers in the San Francisco Bay Area where firing ranges and a wide variety of training facilities are available. Reserve Units permanently stationed at Camp Parks conduct weekend inactive duty training throughout the year, and Reserve Component units travel to the base for their two-week annual training.

Natural Hazards. The Subdivider will provide to each purchaser of a lot a "**Natural Hazard Disclosure Statement**" as prescribed by Civil Code Section 1103.2. The Subdivider has contracted with an outside consulting firm to provide this disclosure information. The outside firm advises that the Project is located within the following statutory and/or local/supplemental natural hazard zones:

The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within an *Earthquake Fault Zone*. Additionally, the subdivider has advised that prospective purchasers within this Zone will be provided a separate disclosure required under Public Resources Code Section 2621.9.

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

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

For more information regarding these natural hazards, you are advised to read the Natural Hazard Disclosure Statement. If your residential lot is located within one or more statutory natural hazard areas, your ability 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 potential assessment increases due to additional insurance costs associated with any of the statutory natural hazard areas which may affect the Association maintained areas, if any.

In addition, the Natural Hazard Disclosure Statement discloses the following:

1. **Notice of Right to Farm:** The Project is located within one mile of a farm or ranch land designated on the current county-level GIS "*Important Farmland Map*" as mentioned above.
2. **Commercial or Industrial:** The Project is located within one mile of a property zoned to allow commercial or industrial use.
3. **Airport Influence Area:** The Project is located in the vicinity of Livermore Municipal Airport, within what is known as an airport influence area.
4. **California Energy Commission:** The Project is located in a climate zone where properties are usually subject to duct sealing and testing requirements.
5. **Notice of Mining Operations:** The Project is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the California Public Resources Code.

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.

California 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.

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 California Civil Code or any pertinent local ordinance.

PURCHASERS SHOULD FAMILIARIZE THEMSELVES WITH THE SURROUNDING AREAS OF THE SUBDIVISION BEFORE SIGNING A 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 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 CC&Rs. In most instances, copies of documents can be provided to you upon request.

Easements: Easements for utilities, drainage, and other purposes are shown on the title report and Subdivision Map Tract No. 8647 recorded September 18, 2024 in Book 373 of Maps at Pages 1 through 7, in the Office of the Alameda County Recorder.

Adjustments to the original subdivision map(s) 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 water, mineral, oil, and gas rights under your land below a depth of 500 feet. These have been or will be reserved as per 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 this subdivision, 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.

Special Taxes & Assessments:

County Service Area (CSA).

The Project lies within the boundaries of the following County Service Areas and is subject to any taxes, assessments and obligations thereof:

- County Service Area Vector Control 1983-1 (Paramedic)
- County Service Area Vector Control 1984-1
- Alameda County Mosquito Abatement District Special Tax

Landscape & Lighting District (LLD).

The Project lies within the boundaries of the following Landscape & Lighting District and is subject to any taxes, assessments and obligations thereof:

- East Bay Trails Landscape and Lighting District
- Dublin Ranch Street Lighting Maintenance District 1991-1

Mello-Roos Community Facilities District (CFD).

The Project lies within the boundaries of the following Community Facilities District and is subject to any taxes, assessments and obligations thereof:

- City of Dublin Community Facilities District No. 2023-1 (East Ranch) – Facilities
- City of Dublin Community Facilities District No. 2023-1 (East Ranch) - Services

Other Special Taxes & Assessments. The Project also lies within the boundaries of the following districts and is subject to any taxes, assessments and obligations thereof:

- City of Dublin, Paramedic Supplement
- Dublin Unified School District Measure E
- City of Dublin Garbage and Recycling Fee
- Dublin San Ramon Service District
- Alameda County Waste Management Authority
- San Francisco Bay Restoration Authority (Tax Measure AA Clean and Healthy Bay Parcel Tax)

- Fallon Village Geologic Hazard Abatement District (East Ranch Development)

Other Direct Assessments. In addition to the items listed in the previous sections there may be additional direct assessments that do not impose special accelerated foreclosure liens on your property. Instead of billing the property owner directly for monthly or quarterly fees, the service charge or user fees for service are frequently collected annually on the property tax bill. These may include, among other items, sewer service charge, water standby charge, vector control, enhanced school programs, fire protection or flood control.

Standby Charges. A public water and/or sewer agency may levy a standby charge against the properties within its district to provide funding as authorized by the California Water Code §71616 and §71630-§71633. The public agency may use these funds to construct, expand or improve facilities that make water or sewer service more readily or more reliably available to the properties within its district.

Assessments for Services or Civil Penalties. Local agencies have the ability to place delinquent account charges for property related services or civil penalties directly on the tax bill. These may include delinquent utility bills, fees for parcel cleanup and weed abatement and fees for civil penalties.

Fluctuations and Delinquent Taxes. Since the amounts collected through a real property tax bill are most likely different for each of the residential lots in this Phase of the Project and amounts collected may also fluctuate over time for a variety of reasons, you should pay special attention to the information contained in the tax disclosure report or contact the local Tax Collector's office for the most current information pertaining to the property to be assured of your ability to pay these taxes. Failure to pay real property taxes can result in a foreclosure on the property.

Please note that tax district numbers and zone descriptions may change for any of the above-referenced districts.

FINANCING

Pursuant to California 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:

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

Due-on-Sale Clause: If the loan instrument for financing your purchase of an interest in this subdivision includes a due-on-sale clause, the clause will be automatically

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

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

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

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

Adjustable Rate Loan: If you arrange financing from a federal or state regulated the interest rates of the loan may 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 should I 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 should 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. IF YOU DO NOT UNDERSTAND THE TERMS OF YOUR LOAN DOCUMENTS, YOU MAY WISH TO CONSIDER CONSULTING WITH YOUR OWN ATTORNEY BEFORE SIGNING ANY LOAN DOCUMENTS.

PURCHASE MONEY HANDLING

The subdivider must impound all funds (Purchase Money) received from you in an escrow depository until legal title is delivered to you. [Refer to California Business & Professions Code Sections 11013, 11013.1, and 11013.2(a).]

If escrow has not closed on your unit within one (1) year of the date of your purchase contract, you may request the return of your purchase money deposit.

IF THE FINAL PUBLIC REPORT HAS NOT BEEN ISSUED WITHIN SIX (6) MONTHS FROM THE DATE OF THE ISSUANCE OF THIS CONDITIONAL PUBLIC REPORT YOU MAY REQUEST THE RETURN OF YOUR DEPOSIT. THE TERM OF THE CONDITIONAL PUBLIC REPORT MAY BE EXTENDED FOR AN ADDITIONAL SIX (6) MONTH TERM.

EXTENSION PAYMENT. THE CONTRACT INTENDED FOR USE BY THE SUBDIVIDER INCLUDES A PROVISION WHERE THE SELLER (SUBDIVIDER) MAY IN ITS SOLE AND ABSOLUTE DISCRETION GRANT THE BUYER AN EXTENSION OF THE CLOSING DATE. UNDER THIS PROVISION THE BUYER SHALL PAY A SPECIFIED DOLLAR AMOUNT PER DAY (EXTENSION FEE) FOR EACH DAY THE ESCROW IS EXTENDED.

NOTE: Section 2995 of the California 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 A FINANCIAL INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF LOTS IN THIS SUBDIVISION.

SOILS AND GEOLOGIC CONDITIONS

Some Lots will contain filled ground. Information concerning filled ground and soil conditions and geologic conditions is available at City of Dublin Public Works, 100 Civic Plaza, Dublin, California 94568.

CALIFORNIA IS SUBJECT TO GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION, OR SUBSIDENCE. THE UNIFORM BUILDING CODE, APPENDIX CHAPTER 33, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM SUCH GEOLOGIC HAZARDS. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST.

SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY CONTACT THE SUBDIVIDER, THE SUBDIVIDER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH APPENDIX CHAPTER 33 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

UTILITIES AND OTHER SERVICES

Water: Water service to each Lot in this subdivision will be provided by Dublin San Ramon Services District.

Sewage Disposal: Sewer service to each Lot in this subdivision will be provided by the Dublin San Ramon Services District.

Electricity: Electricity to each Lot in this subdivision will be provided by PG&E.

Fire Protection: Alameda County Fire Department - Distance to closest fire station from furthest point onsite: 1.3 miles.

Streets and Roads: The private streets within this subdivision 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 project lies within the Dublin Unified School District. This district advises that the schools initially available to this subdivision are the following:

Elementary & Middle School

Cottonwood Creek (K-8)
2400 Central Parkway
Dublin, CA 94568
(925) 833-3333

High School

Emerald High School (9-12)
3600 Central Parkway
Dublin, CA 94568
(925) 551-4040

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 North
651 Bannon Street, Suite 506
Sacramento, CA 95811
(916) 576-3374