

*Department of Real Estate  
of the  
State of California*

**FINAL SUBDIVISION PUBLIC REPORT  
PLANNED DEVELOPMENT**

*In the matter of the application of*

TAYLOR MORRISON OF CALIFORNIA, LLC,  
a California limited liability company

FILE NO.: 166789SA-F00

ISSUED: FEBRUARY 25, 2022

EXPIRES: FEBRUARY 24, 2027

*for a Final Subdivision Public Report on*

HOMESTEAD PHASE 1 – VILLAGE 4  
“MEADOW WOOD AT HOMESTEAD” (PHASE 1)

SOLANO COUNTY, CALIFORNIA

DEPARTMENT OF REAL ESTATE

by



*Jessica Monaghan*

**CONSUMER INFORMATION**

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

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

Section 12920 of the California Government Code provides that the practice of discrimination in housing accommodations on the basis of race, color, religion, sex, marital status, domestic partnership, national origin, physical handicap, ancestry, gender 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.***

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## COMMON INTEREST DEVELOPMENT GENERAL INFORMATION

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

The project described in the attached Subdivision Public Report is known as a common-interest development. Read the Public Report carefully for more information about the type of development. The development includes common areas and facilities which will be owned and/or operated by an 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 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 obtain a free copy of this brochure, please send your request to:

Book Orders  
Department of Real Estate  
P.O. Box 137006  
Sacramento, CA 95813-7006

RE 646 (Rev. 12/99)

THIS REPORT COVERS PHASE 1 OF MEADOW WOOD AT HOMESTEAD ("NEIGHBORHOOD" OR "SUBDIVISION") WHICH CONSISTS OF LOTS 27 THROUGH 36, INCLUSIVE, OF FINAL MAP HOMESTEAD PHASE 1, VILLAGE 4 ("FINAL MAP"). THE SUBDIVIDER OF THE SUBDIVISION IS TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("SUBDIVIDER" OR "NEIGHBORHOOD BUILDER"). THE NEIGHBORHOOD IS PART OF THE OVERALL MASTER PLANNED COMMUNITY OF "HOMESTEAD" ("MASTER COMMUNITY") AND WILL BE SUBJECT TO THE JURISDICTION OF THE HOMESTEAD COMMUNITY OWNERS ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION ("ASSOCIATION"). JEN CALIFORNIA 6, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IS THE DEVELOPER OF THE MASTER COMMUNITY AND THE "DECLARANT" UNDER THE DECLARATION ("MASTER DEVELOPER").

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

NOTE: IN ADDITION TO THESE AREAS, IT IS IMPORTANT TO READ AND THOROUGHLY UNDERSTAND THE REMAINING SECTIONS SET FORTH IN THIS FINAL SUBDIVISION PUBLIC REPORT PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE. ALL REFERENCES TO THE "CONTRACT" SHALL COLLECTIVELY REFER TO THE PURCHASE AGREEMENT, AND ALL APPLICABLE ESCROW INSTRUCTIONS, ADDENDA AND AMENDMENTS.

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

**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.**

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

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

### **OVERVIEW OF SUBDIVISION**

**Location:** This subdivision is located at 450 and 500 South Lincoln Street within the city limits of Dixon, California. Prospective purchasers should acquaint themselves with the kinds of city services available.

**Type of Subdivision:** This Neighborhood is a common-interest development of the type referred to as a planned development that is part of the Master Community. The Neighborhood and Master Community include common areas and common amenities which will be maintained by an incorporated association.

**Interests to Be Conveyed:** You will receive fee title to a specified lot, together with a membership in the Homestead Community Owners Association (the “**Association**”) and rights to use the common area.

**About This Phase:** This public report is for the first (1st) phase of the Neighborhood which consists of approximately 2.06 acres divided into 10 lots. The estimated completion date is May 2022.

This phase is part of a total subdivision which, if developed as proposed, will consist of a total of 6 phases containing 60 lots within the overall projected Neighborhood. The estimated completion date is March 2023. The Master Community is currently anticipated to include up to 1,365 homes and may be developed over a number of years. Subdivider has no control over the development of any portion of the Master Community, except for the residential lots being developed by Subdivider. The Master Developer will be responsible for the development of all common area within the Master Community.

A park will be constructed by the Master Developer in a future phase on Common Area, Parcel C of the Final Map for Homestead Phase 1, Village 3B. The estimated completion date is November 2021.

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

FUTURE DEVELOPMENT OF THE SUBDIVISION OR THE MASTER COMMUNITY CANNOT BE PREDICTED WITH ACCURACY. THE SUBDIVIDER, THE MASTER DEVELOPER AND OTHER NEIGHBORHOOD BUILDERS WITHIN THE MASTER COMMUNITY 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 THE SUBDIVISION OR THE MASTER OVERALL

HOMESTEAD COMMUNITY WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE. TOPOGRAPHICAL MAPS IN THE SALES OFFICE, LOT PLOTTING MAPS, MAPS OFFERED BY SUBDIVIDER OR THE MASTER DEVELOPER AND OTHER FORMS SHOWING "COMPLETE" SUBDIVISION AND MASTER COMMUNITY PROJECTIONS DO NOT NECESSARILY COMMIT THE SUBDIVIDER, THE MASTER DEVELOPER OR ANY OTHER NEIGHBORHOOD BUILDER TO COMPLETE THE SUBDIVISION OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION OR THE MASTER COMMUNITY AS SHOWN. THE SUBDIVIDER, THE MASTER DEVELOPER AND ANY OTHER NEIGHBORHOOD BUILDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS WITHIN THE SUBDIVISION OR THE MASTER COMMUNITY TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR NEIGHBORHOOD BUILDERS.

**Sale of All Residences:** The Subdivider has indicated that Subdivider 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 RESTRICTIONS OR OTHER GOVERNING DOCUMENTS ON 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).

**Completion of Future Phase Master Common Area (Park):** The Master Developer has posted a bond acceptable to the Department of Real Estate to assure completion of the park (on Parcel C of Homestead Phase 1, Village 3B), as described in the Planned Construction Statement attached to the bond.

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

## **MANAGEMENT AND OPERATION**

**Association Obligations and Governing Documents:** The Association, of which you become a member at time of purchase, is governed by and manages, maintains, and operates the subdivision in accordance with the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Homestead (“**Declaration**”

or “**CC&Rs**”), the Articles of Incorporation of Homestead Community Owners Association (“**Articles**”), and the Bylaws of Homestead Community Owners Association (“**Bylaws**”). In addition, the Association has the right to adopt rules and regulations and design guidelines for the Homestead Community and which will include design guidelines which will set forth the guidelines and procedures for design review within the Homestead community. There may also be supplemental declarations or notices of addition (“**Supplemental Declarations**”) which will be recorded against portions of the Subdivision which may set forth additional restrictions and easements covering the areas covered by the Supplemental Declaration(s) (the Declaration, Bylaws, Articles, Supplemental Declaration(s) and rules and regulations and design guidelines may hereinafter be referred to as the “**Governing Documents**”). You should review each of these documents carefully.

**Class C Voting Rights of the Declarant.** In addition to the other memberships in the Association that the Master Developer as Declarant may hold, Declarant is the sole Class C Member. The Class C membership is a temporary power held by the Declarant to elect a majority of the Board of Directors of the Association during the development and sale of the Homestead Community. For more information regarding Class C Voting Rights, including when the rights expire, please refer to the Declaration and the Bylaws.

**INITIAL MEETING:** THE ASSOCIATION WILL BE FORMED PURSUANT TO THE TERMS AND PROVISIONS OF GOVERNING DOCUMENTS. SINCE THE COMMON AREA IMPROVEMENTS, AMENITIES, AND FACILITIES WILL BE MAINTAINED BY THE ASSOCIATION, IT IS ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY. THE ASSOCIATION MUST HOLD THE FIRST MEMBERSHIP MEETING AND ELECTION OF THE ASSOCIATION'S GOVERNING BODY WITHIN SIX MONTHS AFTER THE CLOSING OF THE SALE OF THE FIRST SUBDIVISION INTEREST UNDER THE FIRST FINAL PUBLIC REPORT FOR THE SUBDIVISION. (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 CALIFORNIA CIVIL CODE.

**The CC&Rs:** This subdivision will be subject to the CC&Rs recorded on May 29, 2020 as Document No. 202000042148, in the Office of the Solano County Recorder, and amended by the First Amendment recorded on March 30, 2021 as Document No. 202100035444, the Supplemental Master Declaration of Covenants, Conditions and Restrictions for Meadow Wood at Homestead (DRE Phase 1 – ROA Phase 11), recorded January 18, 2022 as Document No. 202200004461, and the Notice of Addition Designation of Neighborhood Builder and Reservation of Easements for Homestead Phase 1, Village 4 (Taylor Morrison of California, LLC, Neighborhood Builder, recorded January 18, 2022 as Document No. 202200004463, all in the Office of the Solano County Recorder.

TO SECURE FINANCING FOR THIS SUBDIVISION ACCEPTABLE FOR ACQUISITION BY FHFA, FREDDIE MAC, GINNIE MAE AND FANNIE MAE, IT HAS BEEN NECESSARY FOR THE MASTER DEVELOPER TO INCORPORATE INTO THE CC&RS AND OTHER GOVERNING DOCUMENTS, PROVISIONS WHICH GIVE THE MORTGAGE LENDER A VOICE IN THE AFFAIRS OF THE ASSOCIATION AND IN THE MANAGEMENT AND OPERATION OF THE MASTER COMMUNITY WHICH A LENDER DOES NOT ORDINARILY HAVE.

The Subdivision will also be subject to the Master Dispute Resolution Declaration for Meadow Wood at Homestead ("**Master Dispute Resolution Declaration**"), recorded January 18, 2022 as Document No. 202200004462, in the Office of the Solano County Recorder.

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

### **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 CONTRACT.

**DESCRIPTION OF SOLAR ENERGY PROGRAM:** THIS PHASE CONSISTS OF MULTIPLE RESIDENCES (EACH A "**RESIDENCE**"). EACH 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 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 A LONG-TERM AGREEMENT ("**SOLAR SYSTEM 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 CONTRACT FOR THE RESIDENCE ("**SOLAR ENERGY ADDENDUM**").

### **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.

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

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

### **MAINTENANCE AND OPERATIONAL EXPENSES**

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

The Master Developer 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). These budgets were reviewed by the Department of Real Estate in August 2021.

**Proposed Budgets (Range of Assessments Phases 2 – buildout):** Due to uncertainty in the sequence in which the phases in the Master Community will close escrows in individual housing types located in the Master Community, it is difficult to predict at this time the amount of the monthly assessment which will be assessed against each lot in the Master Community.

As the Master Community is developed and additional phases of the Homestead community become subject to assessment, the level of monthly assessments in existing phases of the Homestead community may increase or decrease, subject to the limitations in the CC&Rs or Bylaws. Under the Range of Assessment Budget on file with the Department of Real Estate, the range of monthly assessments during the development period is expected range between approximately \$45.58 and \$69.66. 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 \$3.48 and \$16.65, respectively.

Prior to the close of escrow for the sale of your lot, the Subdivider will provide you with copies of the Best Case Budget, Worst Case Budget, and the Association's Operating Budget for the current phase, if available.

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

According to the Master Developer, assessments under the Range of Assessment Budget should be sufficient for 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.

YOU SHOULD BE AWARE THAT IF, AND WHEN ADDITIONAL PHASE(S) ARE ANNEXED INTO THE MASTER COMMUNITY, 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 PART OF ANY SUCH PHASE(S).

**NOTE:** THE BUDGET INFORMATION INCLUDED IN THIS PUBLIC REPORT IS APPLICABLE AS OF THE DATE OF BUDGET REVIEW AS SHOWN ABOVE. EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

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

THE SUBDIVIDER MUST MAKE AVAILABLE TO YOU A STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS AND RELATED CHARGES AS PROVIDED BY THE GOVERNING DOCUMENTS AND, IF AVAILABLE, CURRENT FINANCIAL INFORMATION AND RELATED STATEMENTS (CALIFORNIA 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 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 Restrictions. (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 following the conveyance of the first 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, other Neighborhood Builders and Master Developer, 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.

### **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:

**Uses:** The Subdivider advises that the following uses exists within or near this Subdivision:

North - Single Family Residential  
South - Single Family Residential  
East - Agricultural and Single Family Residential  
West - Single Family Residential

The agricultural properties to west, north and south of Subdivision are currently anticipated to be residential developments part of the Master Community.

- Industrial area located less than approximately 2 miles northeast
- Various retail and commercial businesses are located in the vicinity
- Lincoln Highway/Historic Route 40 is located approximately 0.28 miles east.
- Interstate 180 is located approximately 1.14 miles northwest.
- Easterly wastewater treatment located 7.1 miles southwest.
- Industrial area is located less than approximately 2 miles northeast.
- Recology located 0.63 miles northeast.
- North Central Valley Wildlife Management Area located 8 miles east.

**Hazards:** The Subdivider advises that the following hazards exist within or near this Subdivision:

- Union Pacific Railroad is located approximately 0.12 miles southeast
- Interstate I-80 is located approximately 1.3 miles northwest
- Amtrak is located approximately 0.12 miles southeast
- Superior Meats, Packing, Farms located 1.3 miles southeast.
- Dixon Auto Wreckers located 0.8 miles south.
- Maine Prairie Airport located 3.9 miles south.
- UC Davis: University Airport located approximately 6.7 miles northeast.
- Nut Tree Airport located approximately 7.3 miles southwest.

**SW Dixon Plan-Harvest Property VCP Site:** A review of available records and databases, including records and/or databases maintained by the California Department of Toxic Substances Control (“**DTSC**”) on its Envirostor website, indicate that the Subdivision property is located within a larger area of property of approximately 330 acres, which is the subject of certain environmental response actions that are being undertaken by others through the DTSC’s Voluntary Cleanup Program (“**VCP**”). DTSC records indicate that the 330-acre VCP site is referred to as the SW Dixon Plan-Harvest Property site (“**VCP Site**”), which has been divided into three sub-areas called Operable Unit 1 (“**OU-1**”), Operable Unit 2 and Operable Unit 3 (“**OU-3**”). The Subdivision property is located within OU-1, an approximately 117-acre area in the south and southeastern portion of the overall VCP Site.

DTSC records indicate that the VCP Site, including OU-1, historically was used for agricultural purposes (row crops and orchards), rural residences, barns, and agricultural support structures (barns and sheds). Agricultural operations such as these generally may be associated with the use and/or storage of agricultural chemicals, including fertilizers, pesticides, herbicides and/or other agricultural chemicals. The use or storage of agricultural chemicals over time can result in the release of the agricultural chemicals to the environment.

The reviewed records indicate that soil sampling was conducted in December 2017 on approximately 250 acres of the 330-acre VCP Site, including the area that has been designated as OU-1. Sampling results are described in a 2018 Soil Sampling and Analysis Report, which indicate that concentrations of lead and of the pesticide DDE exceeded applicable regulatory limits for residential use (U.S. Environmental Protection Agency Regional Screening Levels (“**RSLs**”) and/or DTSC Human Health Risk Assessment limits (collectively “**Regulatory Levels**”)) in surface soil samples from areas around former structures within OU-1. Although concentrations of arsenic detected in two surface soil samples in OU-1 reportedly exceeded the Regulatory Levels, the average arsenic sample concentration was determined to be less than the Regulatory Levels and less than expected background levels. Concentrations of the pesticide toxaphene reportedly exceeded the Regulatory Levels in four discreet surface soil samples collected from the area designated as OU-3, north of OU-1 and of the Subdivision property. In March 2019, Solano County’s Environmental Health Division (“**Solano County EHD**”) reportedly approved a Supplemental Investigation and Environmental Remediation Work Plan (“**Remediation Plan**”), which addressed areas of OU-1 where surface soil contamination had been identified. A Findings Report prepared in June 2019 describes the implementation of the Remediation Plan, including excavation of contaminated soil and confirmation soil sampling. The Findings Report indicates that following the excavation work and a statistical evaluation of the sampling data, the mean arsenic concentration of surface soil following the remediation work exceeded the RSL but was consistent with expected background levels. In April 2020, a Supplemental Site Investigation (“**SSI**”) was performed in OU-1 to evaluate potential soil impacts associated with a former barn that had burned in 2016 and one or more pole-mounted transformers. Testing results of soil samples collected during the SSI did not exceed the applicable RSLs for tested contaminants, which included polychlorinated biphenyls and dioxins. A

Preliminary Endangerment Assessment-Equivalent Report (“**PEA**”) prepared in June 2020 proposed that DTSC issue a no further action (“**NFA**”) determination for OU-1. Following review of the PEA, DTSC issued a NFA determination for OU-1 on July 3, 2020, which concludes that further investigation and remediation of OU-1 is not required. The NFA letter does not apply to areas of the VCP Site outside of OU-1.

Additional information concerning the VCP Site and OU-1 may be obtained by: (i) accessing the DTSC ENVIROSTOR website at <https://www.envirostor.dtsc.ca.gov/public/> and conducting a Site/Facility Search using the site’s ENVIROSTOR ID number: 60002862; and/or (ii) accessing the California DTSC website at <https://dtsc.ca.gov/> or contacting DTSC directly at (916) 324-2439.

**Leaking Aboveground Storage Tank Site:** A review of available records and databases, including records and/or databases maintained by the California State Water Resources Control Board (“**SWRCB**”) on its GeoTracker website, the California Environmental Reporting System and/or the California Certified Unified Program Agency, indicate that a leak of approximately 150 gallons of gasoline from an above-ground storage tank (“**AST**”) formerly located on a private residence within the OU-1 property occurred in 2002. The records indicate that the incident occurred at 630 South Lincoln Street, Dixon, California. The reviewed records indicate that the AST was removed and approximately 400 cubic yards of contaminated soil was excavated from the spill site in 2004. Additional soil, soil vapor and groundwater investigation and remediation work was performed between 2003 and 2015 to address soil and groundwater impacts by gasoline-related contaminants. A NFA letter was issued by Solano County EHD in 2016 for the AST release incident. Information concerning the AST release incident may be obtained by: (i) contacting Solano County’s EHD at (707) 784-6765 and referencing the site’s address or File Number 29-802225; (ii) contacting the Central Valley Regional Water Quality Control Board (“**RWQCB**”) at (916) 464-4615 and referencing the site address or RWQCB Case Number SL0609509383, or (iii) by visiting the SWRCB’s GeoTracker website, at <https://geotracker.waterboards.ca.gov/> and performing an advanced search using the case ID SL0609509383.

The Subdivider is 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 California 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.

At the time this public report was issued, information regarding whether all or portions of this subdivision are located within a *Seismic Hazard Landslide Zone and Seismic Hazard*

*Liquefaction Zone* was not yet available to the Subdivider. You should ask the Subdivider for updated information before obligating yourself to purchase.

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.

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.

## **Notice to Purchaser of Real Property:**

Solano County is an agricultural county with many areas zoned for agricultural operations. The presence of farms and ranches yields significant aesthetic and economic benefits to the residents of the County. Thus, the County's agriculture must be protected, including in areas where it is near residential development. To do this, Solano County has enacted Chapter 2.2 of its County Code, which provides that properly conducted agricultural operations will not be deemed a nuisance.

The Ordinance further requires the County to give notice of the Ordinance and its provisions to buyers of real property located in Solano County. Accordingly, you are hereby notified that if the property you are purchasing is located close to agricultural lands or operations, you may be subject to inconvenience or discomfort from the following agricultural operations: cultivation and tillage of the soil; burning of agricultural waste products; lawful and proper use of agricultural chemicals including, but not limited to, the application of pesticides and fertilizers; and production, irrigation, pruning, growing, harvesting, and processing of any agricultural commodity, including horticulture, timber, apiculture, the raising of livestock, fish, poultry, and commercial practices performed as incident to or in conjunction with such agricultural operation, including preparation for market, delivery to storage or market, or to carriers or transportation to market. These operations may generate dust, smoke, noise and odor.

If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in a county with a strong rural character and a healthy agriculture sector.

To assist in resolving problems between residential and agricultural land use, an Agricultural Grievance Committee has been created in Solano County to arbitrate and mediate disputes concerning agricultural operations. For information concerning where agricultural operations are located in relation to your property, you may contact the Solano County Department of Resource Management. For questions concerning the specific kinds of agricultural operations in your area, including their use of fertilizers and pesticides, and information on the Agricultural Grievance Committee, you should contact the Solano County Agricultural Commissioner.

This notice is given for informational purposes only and nothing in the Ordinance or this Notice should be deemed to prevent you from complaining to any appropriate agency or taking any other available remedy concerning any unlawful or improper agricultural practice.

**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, rights-of-way and other purposes are shown on the Preliminary Report and Subdivision Map, Homestead Phase 1, Village 4, filed for record on June 23, 2021 in Book 95 of Maps, Pages 99 through 108, in the Office of the Solano 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.

## **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:** This Subdivision lies within the boundaries of the districts and is subject to any taxes, assessments and obligations thereof.

- Solano Irrigation District Assessment
- San Francisco Bay Restoration Authority

This subdivision lies within the “Community Facilities District 2019-1 Improvement Area No. 1 (Homestead) – Facilities and Services Special Taxes” and is subject to any taxes, assessments and obligations thereof. The Subdivider must provide purchasers with a disclosure, “Notice of Special Tax” prior to a purchaser entering into a contract to purchase. This Notice contains important information about district functions, purchaser's obligations, right of the district, and information on how to contact the district for additional materials. Purchasers should thoroughly understand the information contained in the Notice prior to entering into a contract to purchase. This special tax appears on the yearly property tax bill, and is in addition to the tax rate affecting the property described above in the section entitled “Regular Taxes.”

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

### **FINANCING**

If your purchase involves financing, a form of deed of trust and note will be used. The provisions of these documents may vary depending upon the lender selected. These documents may contain the following provisions:

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

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

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

with the possible difficulty in refinancing the balance. If you cannot refinance or sell your property, or pay off the balloon payment, you will lose your property.

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

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

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

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

### **PURCHASE MONEY HANDLING**

The Subdivider must impound all funds (Purchase Money) received from you in an escrow depository until legal title is delivered to you except for such amount as the Subdivider has covered by furnishing a bond to the State of California. [Refer to California Business and Professions Code Sections [11013 and 11013.4(b).]

If the escrow has not closed on your lot within one (1) year of the date of Subdivider's acceptance of your Contract, you may request the return of your Purchase Money deposit.

**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 NO 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, soil conditions and geologic conditions is available at City of Dixon Planning Division, 600 East A Street, Dixon, California 95620.

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 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:** City of Dixon

**Sewage Disposal:** City of Dixon

**Gas and Electricity:** PG&E

**Telephone:** AT&T

**Fire Protection:** Dixon Fire Department

**Streets and Roads:** The roads within this Subdivision are public.

**Schools:** This Subdivision lies within the Dixon Unified School District. This district advises that the schools initially available to this Subdivision are the following:

Tremont Elementary  
355 Pheasant Run Drive  
Dixon, CA 95620  
707-693-6320

John Knight Middle School  
455 East A Street  
Dixon, CA 95620  
707-693-6350

Dixon High School  
555 College Way  
Dixon, CA 95620  
707-693-6330

Maine Prairie High School  
305 East C Street  
Dixon, CA 95620  
707-693-6340

Secondary Sites Due To Open Enrollment:

Anderson Elementary  
415 East C Street  
Dixon, CA 95620  
707-693-6360

Gretchen Higgins Elementary  
1525 Pembroke Way  
Dixon, CA 95620  
707-693-6380

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 district.

**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  
1651 Exposition Boulevard  
Sacramento, CA 95815  
(916) 576-3374

# 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 166789SA-F00

[FILE NUMBER]

HOMESTEAD PHASE 1-VILLAGE 4

[TRACT NUMBER OR NAME]

"MEADOW WOOD AT HOMESTEAD" (PHASE 1)

[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:

FEBRUARY 25, 2022

[DATE ISSUED]

[DATE AMENDED]

FEBRUARY 24, 2027

[EXPIRATION DATE]

[NAME]

[SIGNATURE]

[ADDRESS]

[DATE]