

*Department of Real Estate
of the
State of California*

**FINAL SUBDIVISION PUBLIC REPORT
PLANNED DEVELOPMENT**

In the matter of the application of

WILLIAM LYON HOMES, INC.,
a California corporation

FILE NO.: 159789SA-F00

ISSUED: FEBRUARY 11, 2019

EXPIRES: FEBRUARY 10, 2024

for a Final Subdivision Public Report on

SUBDIVISION 9415, NOMA
a.k.a. "PLACES AT NOMA" (PHASE 3)

DEPARTMENT OF REAL ESTATE

by 

CONTRA COSTA COUNTY, CALIFORNIA

Linnette Hubbard

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.

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 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 FINAL SUBDIVISION PUBLIC REPORT FOR THE PLACES AT NOMA (THE "**SUBDIVISION**" or "**THE PLACES AT NOMA**") COVERS LOTS 67-82, INCLUSIVE, AND 95-98, INCLUSIVE, OF SUBDIVISION 9415, AND ANY MASTER MAINTENANCE AREAS AS THAT TERM IS DEFINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR NORTH OF MARINA (NOMA), AND ANY AMENDMENTS THERETO ("**MASTER DECLARATION**"). THE SUBDIVISION IS BEING DEVELOPED BY WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION (THE "**SUBDIVIDER**") AND IS PART OF THE OVERALL MASTER-PLANNED COMMUNITY KNOWN AS NORTH OF MARINA OR NOMA ("**NOMA**" or "**MASTER COMMUNITY**") WHICH IS ALSO PLANNED TO BE DEVELOPED BY THE SUBDIVIDER.

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

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

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 CONDITIONAL 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 Marina Way South, Wright Avenue, & South 17th Street within the city limits of Newark, CA. 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 common areas, common facilities 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 North of Marina Association ("**Master Association**") and rights to use the Master Association Property (as defined in the Master Declaration).

About This Phase: This public report is for the 4th phase of the overall Places at NOMA subdivision and this phase of "NOMA" a cohesive residential planned development (aka Master Community) developed as lots and condominiums. This phase of The Places at NOMA subdivision consists of approximately 1.39 +/- acres divided into 20 lots in addition to the Master Maintenance Areas as defined and depicted in the "**Master Declaration**".

The Master Association is the homeowners association formed to own, maintain, manage and operate the Master Association Property in the Master Community. The Master Association Property in the Master Community is planned to include the private streets throughout the community and a clubhouse to be located on Lot 1 of Subdivision 9415, NOMA ("Lot 1").

The clubhouse facilities are planned to be constructed concurrently with Phase 10 of this overall community, and conveyed in fee to the Master Association as part of the Master Association Property in Phase 10 of the Master Community. Additionally, the private streets in this community are part of the lots and a Private Street Maintenance Agreement will be executed as part of Places at NOMA (Ph. 1) (Overall Phase 1) which will provide for the proper easements and maintenance of all street improvements throughout the NOMA community.

Subdivider's Completion of the Private Streets and Lot 1 Security: The subdivider has posted a bond in the amount of \$906,543.00 to assure completion of the private streets described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is October 2019. The subdivider also posted a bond in the amount of \$499,538.00 to assure completion of the recreational facilities located on Lot 1 described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is August 2019. The governing body of the Master Association should assure itself that the Subdivider has satisfied these obligations to the Master Association with respect to the completion of the improvements before agreeing to a release or exoneration of the security.

Master Maintenance Area improvements and/or facilities consisting of landscaping, irrigation system, sewer and storm system, asphalt street, concrete walkways, curbs and aprons, decorative pavers, soundwall, street lights, lighted bollards, mailbox kiosks, directory signage, and miscellaneous signage will be constructed in this phase. The estimated completion date for these improvements and this phase is November 2018.

This phase of The Places at NOMA is part of a total subdivision which, if developed as proposed, will consist of a total of 6 phases containing 95 lots within the overall projected subdivision. The estimated completion date of The Places at NOMA is June 2019.

As presently planned, the overall Master Community will consist of 13 phases that include 193 lots/condominiums. The estimated completion date of the overall Master Community is May 2020.

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

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

Sale of All Residences: The Subdivider has indicated that it intends to sell all of the lots 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 MASTER DECLARATION, ARTICLES OF INCORPORATION, THE BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS FEES OR OTHER CHARGES, PROVIDED BY THE MASTER DECLARATION OR OTHER MANAGEMENT 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 (CIVIL CODE SECTION 4540).

Completion of Master Association Property: The Subdivider estimates all common facilities in this phase will be completed by approximately March 2019.

No escrows will close until all Master Maintenance Areas improvements including the private streets, amenities, and facilities in this phase have been completed or, as an alternative, the subdivider has submitted a bond or other security acceptable to the Department of Real Estate under the provisions of Section 11018.5 of the Business and

Professions Code to assure lien free completion of all Master Maintenance Areas, and common amenities, in this phase of this subdivision.

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

MANAGEMENT AND OPERATION

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

Classes of Voting Membership: Section 6.3 of the Master Declaration identifies the classes of voting membership. Because this Master Community is a master planned community, Subdivider has a Class C membership in addition to its Class B membership. Under the terms of the Master Declaration, a Class B and Class C membership are established to give Subdivider control over the Master Association for an extended period of time to allow the Subdivider to develop the Master Community. You are advised to review the Master Declaration carefully regarding voting rights for the Master Association.

EXISTING ASSOCIATION: SINCE THE COMMON AREA IMPROVEMENTS, AMENITIES, AND FACILITIES ARE MAINTAINED BY THE ASSOCIATION, THE ASSOCIATION MUST HOLD ELECTIONS OF THE ASSOCIATION'S GOVERNING BODY IN ACCORDANCE WITH ITS GOVERNING DOCUMENTS. THE ASSOCIATION MUST ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT AND A SUMMARY OF THE ASSOCIATION'S RESERVES BASED UPON THE MOST RECENT REVIEW OR STUDY CONDUCTED PURSUANT TO SECTION 1365.5 OF THE CIVIL CODE.

CC&R's: This subdivision is subject to the Master CC&Rs recorded November 20, 2018 as Instrument No. 2018-0187799 and the Supplemental Master CC&R's recorded January 30, 2019 as Instrument No. 2019-0012985, in the Official Records of Contra Costa County.

Your attention is recommended in reading the following sections of the CC&Rs:

Nature of the Master Community: Section 3.2 of the Master Declaration identifies the Master Community is a planned development community consisting of two (2) different planning areas. According to the Master Community approvals, the real property will be composed of single family detached residences and attached townhome residences. All of these residential properties are encumbered by the Master Declaration and managed by the Master Association. The Subdivider (as Declarant under the Master Declaration), in its sole discretion, will determine which properties are annexed to the real property encumbered by the Master Declaration and which properties are developed separately. The Master Association was formed to manage the Master Community within its jurisdiction and maintain the Master Common Property.

Sections 3.10 through 3.14, inclusive.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE MASTER DECLARATION, DEED RESTRICTIONS AND DUET RESTRICTIONS (COLLECTIVELY, THE "RESTRICTIONS"). THE SUBDIVIDER MUST MAKE THEM AVAILABLE TO YOU.

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

THE SUBDIVIDER MUST MAINTAIN AND DELIVER TO THE MASTER 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 MASTER ASSOCIATION TO PERFORM ITS DUTIES AND RESPONSIBILITIES (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE AND SECTION 4800 OF THE CIVIL CODE).

THE SUBDIVIDER SHALL MAKE A COPY OF THE MASTER ARTICLES, THE MASTER BYLAWS, AND THE MASTER DECLARATION 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 (BUSINESS AND PROFESSIONS CODE SECTION 11018.6).

MAINTENANCE AND OPERATIONAL EXPENSES

Master Association to Levy Assessments: The Master Association has the right to levy assessments against you for maintenance of the Master Common Property, 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 Master Association meetings.

Proposed Budgets: The Subdivider has submitted budgets for the maintenance and operation of the Master Association obligations and for long-term reserves when the Master Community is substantially completed (built-out budget) and an interim budget applicable to this phase. These proposed budgets were reviewed by the Department of Real Estate in October 2018. You should obtain copies of these budgets from the Subdivider.

Under the Master Association built-out budget, the monthly assessment against each lot is \$155.00. The Association may or may not elect to use this budget when additional phases are annexed. Under the interim budget the monthly assessment per interest will be \$143.00. Of these amounts, the monthly contributions toward long-term reserves are not to be used to pay for current management, maintenance and operating expenses are \$45.00 and \$26.00, respectively.

YOU SHOULD BE AWARE THAT IF, AND WHEN ADDITIONAL PHASE(S) ARE ANNEXED INTO THE SUBDIVISION, THE MONTHLY ASSESSMENTS AGAINST YOUR LOT OR CONDOMINIUM UNIT MAY INCREASE OR DECREASE DEPENDING UPON, AMONG OTHER THINGS, THE NUMBER OF LOTS/CONDOMINIUM UNITS 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).

According to the Subdivider, assessments under the interim budget should be sufficient for proper management, maintenance and operation of Association obligations until the subdivision is completed at which time it may be anticipated that assessments will be adjusted.

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 PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO AN CONTRACT TO PURCHASE.

NOTE: THE BUDGET INFORMATION INCLUDED IN THIS PUBLIC REPORT IS APPLICABLE AS OF THE DATE OF BUDGET REVIEW AS SHOWN ABOVE.

BUDGET INFORMATION PROVIDED BY SUBDIVIDER: DELINQUENCIES IN THE PAYMENT OF MASTER ASSOCIATION ASSESSMENTS AFFECT THE ABILITY OF THE MASTER 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 MASTER ASSOCIATION SERVICES. THE SUBDIVIDER MUST IMMEDIATELY NOTIFY THE DEPARTMENT OF REAL ESTATE IN WRITING, IF DELINQUENT ASSESSMENTS HAVE CAUSED THE MASTER ASSOCIATION TO RECEIVE TEN PERCENT (10%) LESS INCOME THAN REFLECTED IN THE THEN CURRENT MASTER ASSOCIATION BUDGET (REGULATION 2800K).

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

In addition to other documentation provided to each prospective Buyer, a copy of the current financial information, and related statements, to the extent available, as specified by Section (b) of Civil Code Section 5300 must be made available for examination by a prospective Buyer before the execution of an offer to purchase a Lot. A copy of this financial information must also be given to each Buyer as soon as practicable before close of escrow. YOU SHOULD PAY SPECIAL ATTENTION TO THIS FINANCIAL INFORMATION, AS IT PERTAINS TO CURRENT AND POSSIBLE FUTURE FINANCIAL OBLIGATIONS AFFECTING ALL HOMEOWNERS WITHIN THE MASTER 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 Master Association prove insufficient to properly maintain, operate, repair or replace the common facilities, the Master Association may increase Common Assessments or levy one or more Special Assessments in accordance with the Master Governing Documents in order to provide such funding, which may affect your ability to purchase, or, as an alternative, the Master Association may decide to defer maintenance or eliminate services.

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

Assessments Increases/Decreases: The Master Association may increase or decrease assessments at any time in accordance with the procedure prescribed in the Master Declaration or Master Bylaws. In considering the advisability of a decrease (or a smaller than anticipated increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

Commencement of Assessments: Common Assessments for the Master Association will commence on all lots in this phase on the first day of the first calendar month following the conveyance of the first subdivision lot in the phase. The Subdivider must pay assessments to the Master Association for all unsold lots (Regulations 2792.9 and 2792.16).

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

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

The Master Declaration provides that the Subdivider or other owner of a Subdivision interest will be allowed to defer from payment, that portion of any assessments 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 the allowance are specifically set forth in the Master Declaration (Regulation 2792.16c).

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: Single Family, General Commercial-Medium Density
East: Commercial, Mixed-Use
South: Commercial, Mixed-Use
West: General Commercial-Light Industrial

Commercial/Industrial Zoning Disclosure: The Master Community is located within one (1) mile of a property that is zoned by the City to allow commercial or industrial use. California Code of Civil Procedure Section 731a provides that, except in an action to abate a public nuisance brought in the name of the people of the State of California, no Person shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation, provided any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted.

Uses: The Subdivider advises as follows regarding significant uses of property surrounding the subdivision:

- Highway 580 is adjacent to the subdivision on its northerly boundary.
- Major thoroughfares are located within the vicinity of this subdivision, among others Harbour Way, Marina Way South and Marina Bay Parkway.
- Property within 1 mile of this subdivision is zoned commercial or industrial use.

Hazards: The subdivider advises that the following hazards exist within or near this subdivision:

- Burlington Northern, Santa Fe Railroad and Union Pacific railroad tracks lie to the south and east of this subdivision.
- There are power lines within or near the subdivision.
- This subdivision is also located within 1 mile of a mining operation.
- The NOMA Community is located on property that was previously used as a shipping and receiving warehouse, former railroad spur area in the south, a former truck scale in the north and a former Underground Storage Tank (UST) excavation area in the east. All onsite structures were demolished and contaminated soil was removed. After numerous environmental investigations, a Remedial Action Workplan (RAW) was prepared and conditionally approved by the California Department of Toxic Substances Control (DTSC). The RAW was implemented and additional soil samples were taken to confirm compliance with the goals of the RAW. In addition, a Vapor Intrusion Risk Evaluation (VIRE) was conducted for the Community. The VIRE stated that a vapor mitigation system was not required for the protection of human health. However, in an abundance of caution and in accordance with the DTSC-approved RAW, all Residences will be constructed with a passive vapor mitigation system. In addition, a ground water evaluation has been performed due to certain toxic substances in the ground water, and a preliminary endangerment assessment (PEA) was prepared and submitted to the DTSC for review, which approval is currently pending. It is anticipated that the DTSC will require, as part of its approval of the PEA, the recording of a land use covenant over the NOMA Community that will prohibit drilling and installing new water, oil and gas wells on the property, prohibit the construction of new structures on the Property without a vapor barrier system approved by the DTSC, and an annual inspection and reporting requirement from the owners, or by the Master HOA on behalf of the Owners, indicating that no new wells have been installed on the property, that the existing vapor barriers have been altered, and providing a list of any new owners of Lots or Condominiums in the Master Community.
- The Subdivider has advised that all or portions of the subdivision subject to this Public Report are located within an Area of Potential Flooding as shown on an inundation map. Additionally, the Subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Government Code Section 8589.4.
- The subdivider has advised that a map which would indicate whether or not all or portions of the subdivision subject to this Public Report are located within a *Seismic Hazard Zone* has not yet been released by the State.
- This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

If any disclosure, or any material amendment to any disclosure, (required pursuant to Civil Code Section 1103 et seq), to be made by the subdivider regarding the natural hazards is delivered after the execution of an offer to purchase, the purchaser shall have three days after delivery in person and 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.

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

TITLE

Preliminary Report: A preliminary report will be issued by the title insurer to reflect those items that affect the condition of title. You are encouraged to request a copy of this preliminary report for review of those items that affect the 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.

Additionally, the preliminary report shows title, among other things, to be subject to the following:

- Terms and provisions contained in the document entitled "Disclosure, Notice, Acknowledgement and Limited Waiver Regarding Nearby Maritime Activities, Industrial Uses and Railroad Operations" recorded March 3, 2016, Instrument No. 2016-0036839, Official Records.
- Quitclaim Deed recorded May 16, 2016, Instrument No. 2016-0036839, Official Records.
- Agreement for Decorative Paving Overlying District – Installed Water Main Extension Agreement No. EA6-020A recorded June 29, 2018, Instrument No. 2018-0104254, Official Records.
- Agreement for Decorative Paving Overlying District – Installed Water Main Extension Agreement No. EA6-020A recorded June 29, 2018, Instrument No. 2018-0104255, Official Records.
- Land Use Covenant and Agreement Environmental Restrictions recorded November 19, 2018, Instrument No. 2018-0187080, Official Records.

Easements: Easements for Public Storm Drain (PSD), Public Service Easement (PSE), Emergency Vehicle Access Easement (EVA), Private Storm Drain Easement (PSDE), Private Sanitary Sewer Easement (PSSE), Ingress/Egress Easement (IEE), East Bay Municipal Utility District (EBMUD) and other purposes are shown on the title report and Subdivision Map recorded on June 15, 2018, in Book 537 of Maps, at Pages 22 through 46, inclusive, Official Records of the Contra Costa 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:

- All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources");
- The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500') of the subsurface of the Lot; and
- Any and all water, water rights, if any, including within and underlying the Lot.

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.

The total property tax rate for the subdivision is 1.4016% for tax year 2017/2018.

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 following districts, county service areas (CSAs) and special assessment districts and is subject to any taxes, assessments and obligations thereof under the 2017/2018 County Taxes:

- County of Contra Costa Mosquito and Vector Control District - \$3.12 annually;
- West Contra Costa Healthcare District Parcel Tax - \$52.00 annually;
- West Contra Costa Unified District Parcel Tax calculated at a rate of \$0.072 per residential square foot - \$90.86 - \$136.94 estimated based on units ranging from 1,262 to 1,902 square feet;
- County of Contra Costa Mosquito & Vector- \$3.12;
- County of Contra Costa Emergency Medical Measure B - \$10.00;
- Alameda-Contra Costa County Transit District Measure VV - \$96.00;
- City of Richmond Municipal Sewer District No. 1 - \$771.00;
- City of Richmond Garbage - \$256.56;
- City of Richmond Storm Drain - \$32.00;
- San Francisco Bay Regional Park Parcel Tax - \$12.00;
- West Contra Costa Unified District - \$72.00;
- West Contra Costa Healthcare District Parcel Tax - \$52.00;
- East Bay Regional Park District Measure CC – Zone 1 - \$12.00.

This subdivision lies within the boundaries of the East Bay Trails Landscape and Lighting District and is subject to any taxes, assessments and obligation thereof. This district was formed to provide landscaping and lighting services along the trail.

The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of this public report it is anticipated the projected 2017-2018 assessment for each residential unit within this development will be \$5.44 annually

The Subdivider must provide purchasers with a disclosure entitled "Notice of Special Tax" prior to a purchaser entering into a contract to purchase. This Notice contains important information about district functions, purchaser's obligations, right of the district, and information on how to contact the district for additional materials. Purchasers should thoroughly understand the information contained in the Notice prior to entering into a contract to purchase. This special tax appears on the yearly property tax bill, and is in addition to the tax rate affecting the property described above in the section entitled "TAXES."

FINANCING

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

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

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

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

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

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

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

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

PURCHASE MONEY HANDLING

The Subdivider must impound all funds (purchase money) received from you in an escrow depository until legal title is delivered to you. [Refer to Business and Professions Code Sections 11013, 11013.1, and 11013.4(a).]

If the escrow has not closed on your lot within twelve (12) months of the date of subdivider's acceptance of your purchase agreement you may request the return of your purchase money deposit.

EXTENSION FEE: THE PURCHASE AGREEMENT INTENDED FOR USE BY THE SUBDIVIDER INCLUDES A PROVISION IN SECTION 3.2.4 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 AN EXTENSION FEE EQUAL TO THE GREATER OF (A) 1% OF THE TOTAL PURCHASE PRICE OR (B) \$150 PER CALENDAR DAY FOR THE PERIOD OF TIME COMMENCING ON THE ORIGINAL NOTICED ESCROW CLOSING DATE OR EXTENDED CLOSING DATE, AS APPLICABLE, AND EXPIRING ON THE DATE WHICH IS THE CLOSE OF ESCROW.

NOTE: Section 2995 of the Civil Code provides that no real estate subdivider shall require as a condition precedent to the transfer of real property containing a single-family residential dwelling that escrow services effectuating such transfer shall be provided by an escrow entity in which the subdivider has a financial interest of 5% or more.

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

SOILS AND GEOLOGIC CONDITIONS

Some lots have or will have fill in excess of two feet. Information concerning filled ground, soil conditions and geologic conditions is available at the City of Richmond Housing and Community Development, 450 Civic Center Plaza, Richmond, CA 94804.

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: East Bay Municipal Utilities District

Sewage Disposal: City of Richmond

Gas and Electricity: PG&E (800) 743-5000

Telephone: AT&T (800) 310-2355

Fire Protection: City of Richmond Fire Department is located approximately ½ mile from this subdivision at 1131 Cutting Boulevard, Richmond, CA.

Streets and Roads: As of the date of this report, streets have not been completed. The streets within this subdivision are private and 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.

The community will include privately owned streets located on portions of the residential lot shown on the Map of Subdivision 9415, NOMA (the "Map"). The portions of the lots in the community that are improved with roadway improvements will be referred to as the "Private Streets". The Subdivider and the Master Association have entered into the North of Marina Private Streets Maintenance Agreement ("Private Street Maintenance Agreement") which will be recorded in the Official Records of Contra Costa County. The lots will be conveyed to the Owners or the Master Association in fee (as applicable) as part of the development of the community in accordance with Subdivider's development plan, subject to the nonexclusive reciprocal easements for pedestrian and vehicular access, ingress and egress over the portions of the lots that include the Private Streets have been reserved for the use of the Owners, the Master Association, and the Rows at North of Marina Association ("Neighborhood Association") in the Master Declaration and granted in the Private Streets Access and Maintenance Easement Deed.

Under the current plan of annexation for the Master Community, lots and condominiums will close escrow before conveyance of maintenance easements over the Private Streets to the Master Association, designating them as Master Maintenance Areas. The Private Street Maintenance Agreement provides for (1) interim access easements over the Private Street for the Master Association, the Neighborhood Association and the lots and condominiums in the community; (2) evidence the Subdivider's agreement to maintain the Private Streets before the Master Association's assumption of maintenance responsibility over the Private Streets in the Final Phase (Phase 13), (3) evidence the Subdivider's agreement to convey the maintenance easements to the Master Association; (4) establish the conditions for exercise of the Master Association's right to perform certain remedial maintenance for the Private Street while subject to the Easements; and (5) evidence the Subdivider's agreement to contribute accrued reserves for the Private Streets when they are conveyed to the Master Association.

Schools: This project lies within the West Contra Costa Unified School District. This district advises that this development will be served by the following schools:

Washington Elementary (K-6)
565 Wine Street
Richmond, CA 94801-4054
(510) 231-1417

Korematsu Middle School (7-8)
7125 Donal Avenue
El Cerrito, CA 94530-2691
(510) 231-1449

Kennedy High School (9-12)
4300 Cutting Boulevard
Richmond, CA 94804-3399
(510) 231-1433

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 at (510) 231-1101.

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 159789SA-F00
[FILE NUMBER]

"Places at NOMA" (Phase 3), Subdivision 9415, NOMA, Contra Costa County, CA

[TRACT NUMBER OR NAME]

Ph 2 of Places at NOMA

[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 11, 2019

[DATE ISSUED]

[DATE AMENDED]

[NAME]

[SIGNATURE]

[ADDRESS]

[DATE]