# 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 177680SA-F00

[FILE NUMBER]

FINAL MAP OF LOWER LAGOON VALLEY "ROSEMARY GROVE AT LAGOON VALLEY" PHASE 1

[TRACT NUMBER OR NAME]

NEIGHBORHOOD A/B, PHASE 1 DRE PHASE 8 .

[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:

| | |
|---|---|
| APRIL 22, 2025 | |
| [DATE ISSUED] | [DATE AMENDED] |
| APRIL 21, 2030 | |
| [EXPIRATION DATE] | [NAME] |
| | [SIGNATURE] |
| | [ADDRESS] |
| | [DATE] |

*Department of Real Estate*
*of the*
*State of California*

*In the matter of the application of*

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

*for a Final Subdivision Public Report on*

FINAL MAP OF LOWER LAGOON VALLEY
NEIGHBORHOOD A/B, PHASE 1

"ROSEMARY GROVE AT LAGOON VALLEY" PHASE 1
DRE PHASE 8

SOLANO COUNTY, CALIFORNIA

**FINAL SUBDIVISION PUBLIC REPORT**
PLANNED DEVELOPMENT

FILE NO.: 177680SA-F00

ISSUED: APRIL 22, 2025

EXPIRES: APRIL 21, 2030

DEPARTMENT OF REAL ESTATE

by

Real Estate Specialist- David Burrow

## CONSUMER INFORMATION

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

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

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

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

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

## COMMON INTEREST DEVELOPMENT
## GENERAL INFORMATION

***Common Interest Development***

The project described in the attached Subdivision Public Report is known as a common-interest development. Read the Public Report carefully for more information about the type of development. The development includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entitles and obligates you as a member of the association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

***Governing Instruments***

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

***Assessments***

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot or unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot or unit may be liened and sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

***Common Facilities***

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this development. The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchaser of an interest in a common-interest development should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the board. In short, "they" in a common interest development is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

***Subdivider Control***

Until there is a sufficient number of purchasers of lots or units in a common interest development to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the owners of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

***Cooperative Living***

When contemplating the purchase of a dwelling in a common interest development, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common interest development is very much like governing a small community … the management can serve you well, but you will have to work for its success. [B & P Code Section 11018.1(c)]

***Informational Brochure***

The Department of Real Estate publishes the ***Living in a California Common Interest Development*** brochure. The information in this brochure provides a brief overview of the rights, duties and responsibilities of both associations and individual owners in common interest developments. To obtain or review a ***free*** copy of this brochure, please visit the Department of Real Estate (DRE) website: www.dre.ca.gov.

RE 646 (Rev. 1/20)

THIS FINAL SUBDIVISION PUBLIC REPORT COVERS PHASE 1 OF ROSEMARY GROVE AT LAGOON VALLEY (THE "**SUBDIVISION**") WHICH CONSISTS OF RESIDENTIAL LOTS B83 THROUGH B90 AND COMMON AREA LOTS G AND E OF FINAL MAP OF LOWER LAGOON VALLEY NEIGHBORHOOD A/B, PHASE 1. THE SUBDIVISION IS BEING DEVELOPED BY TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE "**SUBDIVIDER**").

**SPECIAL INTEREST AREAS IN THIS FINAL SUBDIVISION PUBLIC REPORT**

YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPH(S) BELOW ENTITLED: MAINTENANCE AND OPERATIONAL EXPENSES, THE EVENT CENTER USE, EASEMENT, MAINTENANCE AND DELAYED CONVEYANCE AGREEMENT, PURCHASE/REIMBURSEMENT AGREEMENT FOR THE EVENT CENTER, USES/ZONING/HAZARD DISCLOSURES AND TAXES.

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 A PROPERTY. ALL REFERENCES TO "**CONTRACT**" SHALL COLLECTIVELY REFER TO THE PURCHASE AGREEMENT, AND ALL APPLICABLE ESCROW INSTRUCTIONS, ADDENDA AND AMENDMENTS.

**BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY UNDERSTAND THE CONTRACT AND ALL LOAN DOCUMENTS. IF YOU DO NOT UNDERSTAND THE TERMS OF YOUR CONTRACT OR LOAN DOCUMENTS, YOU MAY WISH TO CONSIDER CONSULTING WITH YOUR OWN ATTORNEY BEFORE ENTERING INTO A CONTRACT TO PURCHASE THE PROPERTY.**

**CONDITIONAL SUBDIVISION PUBLIC REPORT**: IF YOU ENTERED INTO A 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.

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

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

## OVERVIEW OF LAGOON VALLEY

Lagoon Valley (the "**Community**") is a master planned residential community located in the City of Vacaville ("**City**"), Solano County, California. If developed as proposed, Lagoon Valley will comprise approximately 1,015 units consisting of single-family detached residences, senior citizen residences, mixed use residential and commercial live/work units within the commercial area, neighborhood retail, commercial buildings, golf course, common area lots and association maintenance areas. The Lagoon Valley Community Association (the "**Association**") will be established to maintain the Community recreation facility, parks, swimming pools, pickleball and tennis courts, trails, private streets, lighting, landscaping, signage, pedestrian and vehicular privacy gates, entry features and community supported serving the overall Lagoon Valley development.

The Community is being developed by Triad Lagoon Valley, LLC, a Washington limited liability company (the "**Declarant**"). Subdivider is one of several "**Community Builders**" that will be building and selling residential units in the Community.

The Community is planned to include a Community Recreational Facility ("**The Event Center**"). If completed as proposed, The Event Center will include a swimming pool, cabanas, lounge chairs, umbrellas, showers, splashpad and apparatus, pickleball and tennis courts, a DVR Monitoring system, intercom & key fob reader, fire equipment, picnic tables, trash receptacles, lounge chairs, a dishwasher, garbage disposal, microwave, oven, tables and chairs, lighting, parking lot, landscaping, trellis, fencing and railing. The estimated completion date of The Event Center is November 2026.

The Community is planned to include Adventure Park, which, if completed as proposed, will include paving, benches, bike racks, a shade structure, tot lot equipment, tot surf, trash receptacles, landscaping and irrigation system. The estimated completion date is December 2030.

The Community is planned to include Orchard Park Buffer, which, if completed as proposed, will include paving, irrigation, landscaping and fencing. The estimated completion date is December 2030.

The Community is planned include Eastern Buffer, which, if completed as proposed, will include, paving, irrigation and landscaping. The estimated completion date is December 2030.

The Community is planned to include Garden Park, which, if completed as proposed, will include, paving, fencing, benches, bike racks, bocce courts, garden beds, picnic tables, a shade structure, trash receptacles, irrigation and landscaping. The estimated completion date is December 2030.

The Community is planned to include Linear/Kids Park, which, if completed as proposed, will include, paving, irrigation, landscaping, furnishings, benches, bike racks, a pavilion, picnic tables, a shade structure, tot lot equipment and trash receptacles. The estimated completion date is December 2030.

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

## OVERVIEW OF SUBDIVISION

### Location

The Subdivision is part of the Community referenced above and is located at Nelson Road and Lagoon Valley Road within the city limits of Vacaville, California. Prospective purchasers should acquaint themselves with the kinds of city services available.

### Type of Subdivision

The Subdivision is a common-interest development of the type referred to as a planned development. It includes Common Area and Association Maintenance Areas which will be maintained by the Association that governs the Community referenced above.

### Interests to Be Conveyed

You will receive fee title to a specified lot together with a membership in the Association and rights to use the Common Areas.

### About This Phase

This Public Report is for the first phase of the Subdivision which consists of approximately 3.48 acres divided into 8 lots with two-car garages, including the common area which consists of Lots G and E.

Common amenities and/or facilities consisting of asphalt streets, concrete, landscape and lighting will be constructed on the common area in this phase. The estimated completion date of these facilities is September 2025. Private streets will be constructed in this phase.

This phase is part of the total Subdivision which, if developed as proposed by Subdivider, will consist of seven (7) phases containing 108 lots. The estimated completion date for the overall subdivision is June 2026.

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

### Future Development

FUTURE DEVELOPMENT OF THE SUBDIVISION AND COMMUNITY CANNOT BE PREDICTED WITH ACCURACY. THE SUBDIVIDER OR DECLARANT 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 COMMUNITY WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE. TOPOGRAPHICAL MAPS IN THE WELCOME HOME CENTER, LOT PLOTTING MAPS, MAPS OFFERED BY SUBDIVIDER OR DECLARANT AND OTHER FORMS SHOWING “COMPLETE” SUBDIVISION PROJECTIONS DO NOT NECESSARILY COMMIT THE SUBDIVIDER OR DECLARANT TO COMPLETE THE SUBDIVISION OR COMMUNITY OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION OR COMMUNITY AS SHOWN. THE SUBDIVIDER OR DECLARANT MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS WITHIN THE SUBDIVISION OR COMMUNITY TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

**Sale of All Residences**

The Subdivider has indicated that Subdivider intends to sell all of the lots in the 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, ATTORNEY’S FEES OR OTHER CHARGES, PROVIDED BY THE CC&RS 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 (CALIFORNIA CIVIL CODE SECTION 4540).

**Completion of Common Area (The Event Center, Pool, Pickleball and Tennis Courts)**

**Agreement to Complete The Event Center for Future Phase Common Area for Lagoon Valley Community Association**. The Community recreational facility, “The Event Center” will be constructed in a future phase in accordance with the fully executed “Agreement to Complete The Event Center – Future Phase Common Area for Lagoon Valley Community Association”. This Agreement is made by and between Lagoon Valley Community

Association, and Declarant. Declarant owns the common area lots and intends to improve the common area to include certain improvements which shall include a Community Recreational Facility and other amenities (The Event Center) as described in Exhibit A of the agreement. The Event Center is not located within the initial phases of development but will be conveyed to the Association pursuant to the plan of the phased development. Declarant shall complete or cause to be completed at Declarant's sole cost and expense, the Improvements free of all liens before the last completion date specified in Exhibit B of the Agreement or any extension given in writing by the Association to Declarant. Section 10 indicates Declarant shall convey an exclusive property interest in The Event Center to the Association no later than November 1, 2029. The Event Center is located on Parcel R (98 SD 97) of Final Map of Lower Lagoon Valley Neighborhood K, Phase 1 and Business Village Large Lot. See Agreement for complete details.

The Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $7,200,000.00 to assure completion of common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is November 2026.

**Completion of Common Area (Primary Entry Gate, Parcel D)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $300,000.00 to assure completion of the primary entry gate, Parcel D and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is September 2025.

**Completion of Common Area (Secondary Entry Gate and Portal)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $712,339 to assure completion of the secondary entry gate and portal, and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2028.

**Completion of Common Area (Adventure Park)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $368,610.00 to assure completion of the Adventure Park and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2030.

**Completion of Common Area (Orchard Park Buffer)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $429,900.00 to assure completion of the Orchard Park Buffer and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2030.

**Completion of Common Area (Eastern Buffer)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $709,988.00 to assure completion of the Eastern Buffer and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2030.

**Completion of Common Area (Garden Park)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $307,530.00 to assure completion of the Garden Park and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2030.

**Completion of Common Area (Linear/Kids Park)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $2,326,545.00 to assure completion of the linear/kids park and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is December 2028.

**Completion of Common Area (Lot G and E)**

Declarant has posted a bond acceptable to the Department of Real Estate in the amount of $690,733.00 to assure completion of Lots G and E and other common area improvements described in the Planned Construction Statement attached to the bond. The estimated completion date for these improvements is September 2025.

## RESIDENTIAL 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 THIS SYSTEM, PRIOR TO ENTERING INTO A COMMITMENT TO PURCHASE. UNDER THE SOLAR ENERGY PROGRAM, ENERGY PRODUCED BY THE SYSTEM CANNOT BE USED TO HEAT A POOL OR SPA.**

### DESCRIPTION OF SUBDIVIDER'S SOLAR ENERGY PROGRAM

THIS PHASE CONSISTS OF MULTIPLE RESIDENTIAL LOTS, EACH IMPROVED WITH A DETACHED RESIDENCE (EACH A "**HOME**"). EACH HOME IS SERVED BY A ROOF-TOP SOLAR PHOTO-VOLTAIC SYSTEM, AND OTHER EQUIPMENT INSTALLED ON THE HOME TO CONVERT SOLAR ENERGY TO ELECTRIC ENERGY FOR USE IN THE HOME (THE **"SOLAR ENERGY SYSTEM"**). THE SOLAR ENERGY SYSTEM IS PROVIDED AND INSTALLED BY A THIRD-PARTY COMPANY ("**SOLAR COMPANY**"),

NOT AFFILIATED WITH SUBDIVIDER. BUYER WILL HAVE THE OPTION OF (1) ENTERING INTO AN AGREEMENT WITH THE SOLAR COMPANY FOR THE PURCHASE OF THE ELECTRICITY GENERATED BY THE SOLAR ENERGY SYSTEM (ALSO KNOWN AS A "POWER PURCHASE AGREEMENT" OR "**PPA**"), OR (2) PURCHASING THE SOLAR ENERGY SYSTEM. SUBDIVIDER IS NOT RELEATED TO OR AFFILIATED WITH SOLAR COMPANY. ADDITIONAL INFORMATION ON THE SOLAR ENERGY PROGRAM OPTIONS TO BUYER ARE SET FORTH IN THE SOLAR ENERGY SYSTEM ADDENDUM THAT BUYER WILL BE REQUIRED TO SIGN. THE PPA IS ALSO REFERRED TO AS A "**SOLAR ENERGY SYSTEM AGREEMENT**."

**SOLAR ENERGY SYSTEM AGREEMENT**

IN CONNECTION WITH THE PURCHASE OF A LOT, YOU WILL BE REQUIRED TO ENTER INTO A SOLAR ENERGY SYSTEM AGREEMENT WITH THE SOLAR COMPANY. PRIOR TO THE CLOSE OF ESCROW, BUYER WILL BE ASKED TO READ AND SIGN A SEPARATE SOLAR ENERGY SYSTEM AGREEMENT BETWEEN YOU, AS THE BUYER, AND THE SOLAR COMPANY.

THE INITIAL TERM OF THE SOLAR ENERGY SYSTEM AGREEMENT IS APPROXIMATELY 25 YEARS. UNLESS OTHERWISE TERMINATED, THE SOLAR ENERGY SYSTEM AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL ONE-YEAR TERMS. DURING THE TERM OF THE SOLAR ENERGY SYSTEM AGREEMENT, THE SOLAR COMPANY WILL OWN, MAINTAIN AND MONITOR THE SOLAR ENERGY SYSTEM. IF THE SOLAR COMPANY FAILS TO PERFORM ITS OBLIGATIONS UNDER THE SOLAR ENERGY SYSTEM AGREEMENT, YOU MAY BE ALLOWED TO TERMINATE THE SOLAR ENERGY SYSTEM AGREEMENT AFTER GIVING THE SOLAR COMPANY NOTICE AND AN OPPORTUNITY TO CURE ITS FAILURE(S). YOU MAY ALSO HAVE THE OPTION TO PURCHASE THE SOLAR ENERGY SYSTEM FROM THE SOLAR COMPANY AT CERTAIN TIMES DURING THE TERM SUBJECT TO CERTAIN CONDITSIONS SET FORTH IN THE SOLAR ENERGY SYSTEM AGREEMENT. THE SOLAR COMPANY ALSO HAS THE RIGHT TO TERMINATE THE SOLAR ENERGY SYSTEM AGREEMENT AND SEEK OTHER REMEDIES IT MAY HAVE INCLUDING THE PAYMENT OF AMOUNTS OWED AND FUTURE AMOUNTS THAT WOULD OTHERWISE BE PAYABLE UNDER THE SOLAR ENERGY SYSTEM AGREEMENT. **EXCEPT AS PROVIDED IN THE DOCUMENTS, DURING THE 25-YEAR TERM OF THE SOLAR ENERGY SYSTEM AGREEMENT, THE SOLAR ENERGY SYSTEM AGREEMENT CANNOT BE TERMINATED BY YOU.**

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

IF YOU RE-SELL YOUR PROPERTY, YOU MAY TRANSFER THE RIGHTS AND OBLIGATIONS OF THE SOLAR ENERGY SYSTEM AGREEMENT TO THE PURCHASER

WHO AGREES IN WRITING TO BE BOUND BY THE TERMS OF THE SOLAR ENERGY SYSTEM AGREEMENT, AND WHO MEETS THE SOLAR COMPANY'S CREDIT AND/OR FINANCING REQUIREMENTS.

**YOU SHOULD READ THE SOLAR ENERGY SYSTEM AGREEMENT CAREFULLY AND UNDERSTAND IT, BEFORE SIGNING IT. PURCHASERS SHOULD CONSULT WITH THEIR LEGAL ADVISOR FOR A BETTER UNDERSTANDING OF THE SOLAR ENERGY SYSTEM AGREEMENT COMMITMENT.**

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

**OTHER RELATED DOCUMENTS.**

WHEN YOU ENTER INTO A SOLAR ENERGY SYSTEM AGREEMENT, THE SOLAR COMPANY MAY RECORD CERTAIN DOCUMENTS AGAINST YOUR LOT IN CONNECTION WITH THE SOLAR ENERGY SYSTEM AGREEMENT AND SOLAR ENERGY SYSTEM INCLUDING, WITHOUT LIMITATION, A UCC-1 FINANCING STATEMENT PROVIDING NOTICE OF THE SOLAR COMPANY'S OWNERSHIP OF THE SOLAR ENERGY SYSTEM AND ITS COMPONENT PARTS LOCATED ON AND SERVING YOUR PROPERTY.**FOR FURTHER GENERAL INFORMATION REGARDING RESIDENTIAL SOLAR ENERGY SYSTEMS SUCH AS THE ONE BEING INSTALLED IN THIS PROJECT, PURCHASERS ARE DIRECTED TO APPLICABLE PROVISIONS OF THE PUBLIC UTILITIES COMMISSION'S WEBSITE:**

**HTTPS://WWW.CPUC.CA.GOV/-/MEDIA/CPUC-WEBSITE/DIVISIONS/ENERGY-DIVISION/DOCUMENTS/SOLAR-GUIDE/SOLARGUIDE22_011922.PDF**

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

## MANAGEMENT AND OPERATION

### Association Obligations and Governing Documents

The Association, of which you become a member at time of purchase, is governed by and manages, maintains, and operates the Community in accordance with the Declaration of Covenants, Conditions and Restrictions for Lagoon Valley (the "**CC&Rs**"), the Articles of Incorporation of Lagoon Valley Community Association (the "**Articles**") and the Bylaws of

Lagoon Valley Community Association ("**Bylaws**"). In addition, the Association has the right to adopt rules and regulations and guidelines for the Community and which will include Community design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the Community. There may also be supplementary declarations or notices of annexation ("**Supplementary Declarations**") which will be recorded against portions of the Community which may set forth additional restrictions and easements covering the areas covered by the Supplementary Declarations (the CC&Rs, Bylaws, Articles, Supplementary Declaration (s) and rules and regulations and design/architectural guidelines may hereinafter be referred to as the "**Governing Documents**"). You should review each of these documents carefully.

**Initial Meeting**

The Association has been 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 Community. However, in no event shall the meeting be held later than six months after the closing of the sale of the first subdivision lot (Regulations 2792.17 and 2792.19).

The Association must also prepare and distribute to all homeowners a balance sheet and income statement. Thereafter the Association must hold elections of the Association's governing body in accordance with the Governing Documents. The Association must 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 5500 et seq. of the California Civil Code.

**The CC&Rs and other documents**

This Subdivision is subject to (1) the CC&Rs recorded January 8, 2025 as Instrument No. 202500000829; (2) the Declaration of Annexation for Lagoon Valley (Rosemary Grove at Lagoon Valley), recorded March 19, 2025 as Instrument No. 202500012104, and (3) the Master Dispute Resolution Declaration for Rosemary Grove at Lagoon Valley, recorded March 19, 2025 as Instrument No. 20250001215, all in the Office of the Solano County Recorder.

Amendments or Supplements may also be recorded. You may ask the Subdivider about such changes. If you purchase a lot, this information will be included in your title policy.

The CC&Rs, include among other provisions, the following:

**Section 1.3.** **Accessory Dwelling Unit; ADU**. "Accessory Dwelling Unit", or "ADU" as defined in 65852.2 and 65852.22 of the California Government Code, respectively, shall mean an attached or a detached Residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a Lot with a proposed or existing primary Residence.

**Section 1.30. Junior Accessory Dwelling Units; JADU**. "Junior Accessory Dwelling Units", or "JADU" as defined in 65852.2 and 65852.22 of the California Government Code, respectively, and shall mean a unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family Residence.

**Section 6.5(c)(ii). Allocation of ADU and JADU Assessment Component.** If the Lot is improved with an ADU or a JADU, then for so long as such Accessory Dwelling Unit exists within the Lot, such Lot shall be allocated an additional General Assessment Component share equal to 1/4 (i.e., 0.25) of a Lot. Thus, a Lot with an ADU or a JADU shall pay a 1.25 share of the General Assessment Component of the Regular Assessment and a Lot without an Accessory Dwelling Unit shall pay a 1.0 share of the General Assessment Component of the Regular Assessment.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE CC&RS. 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 ASSOCIATION AND EACH INDIVIDUAL PURCHASER WITH THE CALIFORNIA 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 (CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 11018.5, AND CALIFORNIA CIVIL CODE SECTION 4800).

THE SUBDIVIDER SHALL MAKE A COPY OF THE GOVERNING DOCUMENTS 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.

**Proposed Budgets**

Declarant submitted budgets for the management, maintenance and operation of the Association obligations and for long-term reserves when the Community is substantially completed (built-out budget) and interim budgets applicable to these phases. These budgets were reviewed by the Department of Real Estate in December 2024. You should obtain copies of these budgets from the Subdivider.

**The Range of Assessments Procedure (Beginning in DRE Phase 2)**

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

As the overall Community is developed and additional phases of the Community become subject to assessments, the level of monthly assessments in existing phases of the Community may increase or decrease, subject to the limitations of the CC&Rs or Bylaws. Under the Lagoon Valley Community Association interim budget on file with the Department of Real Estate, the *range of monthly assessments starting with Phase 2*, during the development period will be between approximately \$171.14 (Best Case) and approximately \$313.64 (Worst Case). 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 \$66.52 (Best Case) and approximately \$118.23 (Worst Case). The monthly assessment at build-out of the Community is estimated to be approximately \$274.26 (Build-out) with a monthly contribution toward long-term reserves which is not to be used to pay for current management, maintenance and operating expenses is estimated to be approximately \$87.05 (Build-Out).

YOU SHOULD BE AWARE THAT IF, AND WHEN ADDITIONAL PHASE(S) ARE ANNEXED INTO THE SUBDIVISION AND THE COMMUNITY, THE MONTHLY ASSESSMENTS AGAINST YOUR LOT MAY INCREASE OF 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).

According to Declarant, assessments under the interim budget should be sufficient for management, maintenance and operation of the Association's obligations until the Community is substantially completed at which time it may be anticipated that assessments will be adjusted. Prior to the close of escrow for the sale of your unit, the Subdivider will provide you with a copy of the best case and the worst case budget including a copy of the Association's operating budget for the current fiscal year, if applicable.

IF THE BUDGET FURNISHED TO YOU BY THE SUBDIVIDER SHOWS A MONTHLY ASSESSMENT FIGURE, WHICH IS OUTSIDE OF THE RANGE OF ASSESSMENTS

REFLECTED IN THE PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO A CONTRACT TO PURCHASE A PROPERTY.

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

**NOTE**: THE BUDGET INFORMATION INCLUDED IN THIS PUBLIC REPORT IS APPLICABLE AS OF THE DATE OF BUDGET REVIEW AS SHOWN ABOVE. EXPENSES OF OPERATIONS 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 CC&Rs. (Regulation 2792.16c).

**Utility Rates**

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

**Assessments Increases/Decreases**

The Association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&Rs or Bylaws. In considering the advisability of a decrease (or a smaller increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

**Commencement of Assessments**

Regular assessments for the Association will commence on all lots in this phase on the first day of the month immediately following the conveyance of the first lot in the phase. However, assessments are payable to the Association on a quarterly basis. The Subdivider must pay assessments to the Association for all unsold lots (Regulations 2792.9 and 2792.16).

**Failure to Pay**

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

**Subdivider's Assessment Security**

The Subdivider 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.

**User Fees**. The Board shall have the power to establish User Fees which are separate and apart from Regular Assessments and Special Assessments in accordance with the following procedures. A User Fee shall mean any fees billed to the Owner and paid by the Owner for special services or extraordinary services, including, but not limited to, room or facilities rentals within The Event Center, restaurant food, beverage, or service fees, or fitness classes, programs, or events, as determined by the Board to fall outside the Association's budgeted Regular Assessments. User Fees shall be separately accounted and an Owner's User Fee shall not be expended by the Association for general Regular Assessment budgeted expenses. The Association may establish a third-party billing arrangement or elect to establish an individual User Fee. If the User Fee is billed through a third-party vendor or as a User Fee by the Association, the User Fee charges shall not be deemed a part of the Regular Assessment. The following User Fees shall by established by the Board and the Board reserves the right to establish additional User Fees by Rule.

**The Event Center Use, Easement, Maintenance and Delayed Conveyance Agreement**. The Lagoon Valley Ranch Community Association Use, Easement Maintenance and Delayed Conveyance Agreement is made by and between the Association, and Declarant. According to Recital D, Declarant and the Association desire to enter into this agreement to permit Association members to utilize the Event Center prior to the Event Center being conveyed to the Association, which completion date is estimated to be November 2026. By this agreement Declarant grants a non-exclusive easement to the Association for use of the Event Center by the Association and its members until such time as the Event Center is deeded to the Association. According to Section 2, the term of this agreement shall terminate upon the conveyance of the Event Center to the Association. Declarant agrees to maintain and repair the Club until the Club is conveyed to the Association. Per Section 5, Declarant intends to convey the Club upon the earlier of: i) the commencement of regular assessments against the 900th Lot within the Association; or ii) three years following the month in which the Notice of Completion of the Event Center has been recorded (anticipated conveyance date). The Association and its members shall have a license to use the Event Center once the Event Center is deemed complete by Declarant, the Association shall pay $53.03 per month for each Lot subject to regular assessment as the Facilities Use Fee. Upon fee title conveyance of the Event Center, the Facilities Use Fee shall terminate. According to Section 7, concurrent with the conveyance of the Event Center to the Association, Declarant shall pay to the Association a cumulative amount based on funding reserve contributions to the Association calculated from the month in which the Notice of Completion is recorded for the Event Center until conveyance to the Association. The Event Center is located on Lots Parcel R (98 SD 97) of Final Map of Lower Lagoon Valley Neighborhood K, Phase 1 and Business Village Large Lot. Per Section 10, Declarant will provide a surety bond wherein the Association is obligee.

**Purchase Reimbursement Agreement for the Event Center Lagoon Valley Community Association**. This Agreement is made by and between the Association, and Declarant. Recital E indicates that Recital I of the CC&Rs provides that the Association be obligated to reimburse Declarant for the cost of constructing the Event Center, and that such obligation shall be pursuant to a Promissory Note which shall not exceed $3 million. The Event Center promissory note payment shall begin no later than three years from the date of the recorded

Notice of Completion and the term for payments not exceeding 10 years. Per Recital H, prior to conveyance of the Event Center to the Association, Declarant is obligated to: (i) bear the risk of loss and to maintain full insurance to the Event Center; and (ii) fully fund all accumulated reserves liabilities associated with the Event Center. Please see the agreement for complete details.

**Lagoon Valley Community Association The Event Center Unsecured Promissory Note:** By this Note, the Association (Maker/Association) promises to pay $3 million (Loan) together with interest to Declarant (Holder/Declarant). Maker's obligation to commence payments shall commence on the earlier of: (i) commencement of Association's regular assessments against the 900th Lot within the Association; or (ii) 3) years following the month in which the Notice of Completion is recorded for the Event Center (commencement date). Upon commencement of Maker's payment obligation, Maker shall make equal monthly payments on the first day of each month towards the accrued and unpaid interest and the outstanding principal balance. According to Section 3 the entire principal balance of the Loan shall be due on or before the earlier of a date which should not be more than 10 years from the commencement date. If the monthly payments do not completely retire the outstanding balance by the maturity date, the remaining outstanding balance shall be forgiven. Please see agreement for complete details.

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

### Zoning

North: Lagoon Valley Park; Open Space
South: Open Space
East: Open Space
West: Residential; Interstate 80

### Uses

The Subdivider advises that the following surrounding property uses exist within or near the Community:

80 freeway (~.11 miles west), Travis Air Force Base (~5 miles southeast), California State Prison Solano (~1.42 miles east), Lagoon Valley Park (~.025 miles north), agricultural land (~.5 mile NW), cattle grazing (~.9 miles SE), non-community owners with easement access through the community (southeast portion of project), mitigation areas (throughout project), golf course (throughout project), and commercial or industrial uses, hospitality and multifamily uses within the Community.

**Water Quality Management Requirements and Post-Construction Best Management Practices**

The Community is subject to a Water Quality Management Plan ("**Plan**") required by the California State Water Quality Control Board and local government. Generally, the Plan imposes requirements for the design, implementation and maintenance of Best Management Practices ("**BMPS**"), which are intended to prevent the discharge of anything other than water into private and public storm drains during and after construction of the Community. The requirements imposed by the Plan are in addition to any requirements imposed by local ordinances concerning discharges into storm drains.

The Plan also imposes post-construction requirements on both the Association and all owners in the Community. The Association and all owners, as well as their respective contractors and agents, are required to comply with all BMPS to prevent the discharge of anything other than water (including, without limitation, soil, sand, sediment, oil, gasoline and other hydrocarbons, paint, fertilizers, pool chemicals and other household chemicals) into the storm drains located in the Community. For example, many BMPS are common practices utilized in our daily activities, such as 1) insuring that irrigation water is properly applied to landscape, not the sidewalk and gutters; 2) requiring that sandbags be placed around soil and sod when installing landscaping in order to prevent run-off into the storm drains; 3) when fertilizing landscaping, measures must be taken to prevent over-watering the landscaping to ensure that fertilizer and other lawn chemicals do not run into the storm drains; and 4) using dry clean-up methods (e.g., kitty litter) instead of hosing down "spillage" into the gutter. In addition, the BMPS may include restrictions on hosing down motor vehicles and paved areas and prohibit residents from performing automotive work (other than emergency repairs) within the Community.

The Plan affirmatively obligates the Association and all purchasers to take immediate corrective action whenever there is a violation of the Plan. Penalties (including significant fines) may be imposed against any purchaser who fails to comply with the BMPS set forth in the Plan. A copy of the Plan will be available in the Association's office. The Plan is also available at the California State Water Quality Control Board Office for your area and the local city or county Department of Public Works.

The Plan and associated BMPS may be changed at any time by the Master Developer and/or Subdivider during construction and/or at any time during construction or in the future by any public agency with jurisdiction over such matters in order to remain in compliance with governmental laws and regulations. Changes in the Plan could cause your monthly Association assessments to increase in the future beyond what was contemplated in the original budget prepared for the Association.

**Electric Power Lines, Wireless Communications Facilities, and Human Health**

Underground and overhead electric transmission and distribution lines and transformers ("**Power Lines**") are located within or in the vicinity of all residential communities, including this Community. The Power Lines within and in the vicinity of the Community produce electric and magnetic fields ("**EMF**"). Antennas and other equipment for wireless telecommunications (for example, cellular phones) may also be located in or in the vicinity of the Community. Like all wireless communications facilities, these facilities produce radio-frequency fields ("**RF**"). Numerous studies concerning the effects of EMF and/or RF on human health have been undertaken over the past several years and some are ongoing. There are studies that have reported a possible relationship between EMF exposure and some health conditions, such as childhood leukemia, miscarriages, and certain neurological disorders, while other studies found no such relationship. Some studies have reported associations between RF exposure and brain cancer, while other studies found no such relationship. Additional information about EMF and RF is available from the following agencies:

1. The World Health Organization's International EMF Project website at http://www.who.int/peh-emf/en/;
2. The U.S. National Institute of Environmental Health Sciences website at http://www.niehs.nih.gov/health/topics/agents/emf/;
3. The CDC website at http://www.cdc.gov/niosh/topics/;
4. The California Public Utilities Commission EMF page at https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/infrastructure/permitting-and-environmental-review/electric-magnetic-fields;
5. Southern California Edison website at https://www.sce.com/wps/portal/home/safety/family/environmental-health;
6. San Diego Gas & Electric website at https://www.sdge.com/emf/ and
7. Sacramento Municipal Utility District website at https://www.smud.org/-/media/Documents/In-Our-Community/Safety/Around-the-Home/EMF.ashx

This list is not meant to be all-inclusive.

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

Interstate 80 freeway (~0.11 miles west), drainage corridors (throughout project), mitigation areas (throughout project), neighboring agriculture (.5 miles NW) and microwave tower above Neighborhood C & D (~1 mile east). The A-Frame radio tower 1.5 miles north - KVSF and KUIC radio stations

Golf Course Restrictions. With respect to Golf Course Lots, specific obligations or prohibitions to be observed by an Owner of such Lot may be noted on the Recorded map, or in the Declaration of Annexation, or Design Guidelines, or may be established by Rules of the Board to supplement (but not to contravene) the CC&Rs, or may be established in a Supplemental Declaration applicable to a particular Lot.

Resulting from Proximity to Golf Course. Each Owner who acquires a Lot within the Community, by acceptance of the deed to the Lot, acknowledges, accepts and assumes the risk of the special benefits and burdens associated with the Golf Course and its facilities, including without limitation, those matters more particularly described below. The Golf Course owner and each and every member, guest, golfer, employee, agent or invitee of the Golf Course, disclaims any liability for personal injury or property damage resulting in any way, all or in part, from any of the following items set forth in subparagraphs (a) through (h), inclusive, and each

Owner accepts such disclaimer and agrees to release and waive any claims that the Owner, or any guest, tenant, agent, invitee, employee or contractor of Owner, may have as a result of any such following items:

(a) Errant Golf Balls. Owners of all Lots within the Community, particularly Lots abutting the Golf Course, acknowledge the inherent risk of errant golf balls entering the boundaries of the Lot, and assume and accept such risk with respect to both personal injury and property damage, as to themselves, the members of their family, tenants, agents, employees, guests and invitees. Owners acknowledge and accept the risk that, despite any policy or signage to the contrary, golfers may attempt to retrieve or play errant golf balls from any Lot and each Owner agrees to release and waive any claims that the Owner or any person visiting or residing on the Owner's Lot may have as a result of such retrieval. Section 9.9 of the CC&Rs, creates certain easements for water over-spray, golf course maintenance and golf ball intrusion, which easements burden those Lots that share a common boundary with any portion of the Golf Course or any Lot adjacent to any Common Area that is adjacent to the Golf Course. Owners of such Lots are also advised that due to such factors as the location of a Lot along a Golf Course tee, fairway, hazard, rough, or green, the contour of tees, fairways, roughs, hazards, and greens, changes in topography, and other factors, some Lots may experience a greater incidence of intrusion by errant golf balls than other Lots.

(b) View Impairment; Privacy. Owners of Lots, including Owners of Lots abutting the Golf Course, have no guarantee that their view over, and upon the Golf Course will be forever preserved without impairment or that the view of or from the Golf Course will not be impaired. The Golf Course owner has no obligation to prune or not prune trees or other landscaping and the Golf Course owner has reserved the right, at its sole and absolute discretion, to add, change or reconfigure the Golf Course, including any trees, landscapes, tees, bunkers, fairways and greens of the Golf Course, regardless of whether such changes diminish or obstruct the view from or to any Lot.

(c) Pesticides and Fertilizers. Pesticides, fertilizers and other chemicals and treatments will be utilized in connection with the Golf Course and the Owners acknowledge, accept the use and assume the risk of such pesticides, fertilizers, chemicals, and treatments.

(d) Over-spray. Owners of Lots, particularly Owners of Lots abutting the Golf Course, may experience "over-spray" from the Golf Course irrigation system, and the Owners acknowledge, accept and assume the risk of such "over-spray".

(e) Noise and Light. Owners of Lots, particularly Owners of Lots in proximity to the Golf Course, including its tees, fairways, greens, hazards, clubhouse, or maintenance facility, may be exposed to lights, noise or activities resulting from use of the amenities, including the clubhouse for dining and entertainment and use of the parking lot, and the Owners acknowledge, accept and assume the risk of such light, use, noise or activities.

(f) No Access. Notwithstanding the proximity of the Golf Course to any Lot, and notwithstanding that the Owner of any Lot may have a right to use the Golf Course facilities as a result of membership or other rights acquired separately from ownership of a Lot, no Owner, resident, occupant, tenant, agent, guest or invitee of a Lot has a right of access to or upon the Golf Course directly from their Lot without the prior written consent of the Golf Course owner.

(g) Maintenance. The Golf Course requires daily maintenance, including mowing, irrigation and grooming, during early morning and evening hours, including without limitation the use of tractors, blowers, pumps, compressors and utility vehicles. Owners of Lots, particularly Owners of Lots in proximity to the Golf Course, will be exposed to the noise and other effects of such maintenance, and the Owners acknowledge, accept and assume the risk of such noise and effects at any time as the same shall occur.

(h) Risk of Injury. Each Owner expressly assumes the detriments and risks of owning property adjacent to the Golf Course as described in the Governing Documents and otherwise, and agrees that neither Declarant, the Golf Course owner, operator, manager, architect or designer of the Golf Course nor any of their employees, agents, contractors, or successors or assigns shall be liable to the Owner or to anyone claiming any loss, damage or personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon or arising out of the proximity of the Owner's Lot to the Golf Course or alleged errors in the design of the Golf Course, including but not limited to the tees, fairways, roughs, hazards, greens, or practice areas in relation to Lots, Common Area or other property in the Development. Each Owner of a Lot hereby agrees to indemnify and to hold harmless, Declarant and the Golf Course owner, operator, manager, their officers, employees, and agents, and their successors and assigns, against any and all such claims by the Owner their family, tenants, employees, agents, guests, and invitees related to errant golf balls and the proximity of the Golf Course to a Lot.

Golf Course Entry. Neither the Association, nor any Owner shall have any right of entry on to the Golf Course without the prior written consent of the Golf Course owner. Neither the Association nor any Owner may permit any irrigation water to over-spray or drain from their Common Area or Lots onto any portion of the Golf Course, except through storm drainage Improvements constructed by Declarant or otherwise for such purpose. Neither the Association nor any Owner may permit any fertilizer, pesticides or other chemical substances to over-spray, drain, flow or be disposed of in any manner upon the Golf Course. If the Association or any Owner violates the provisions of this subparagraph, they shall be liable to the Golf Course owner for all damages resulting from such violation.

No Representations or Warranties. Ownership or operation of the Golf Course may change at any time. The consent of the Association or any Owner is not required to effect any change in the ownership or operation of the Golf Course. All Owners are hereby advised that no representations or warranties have been made or are made by Declarant or the Golf Course owner regarding the continuing existence, ownership or operation of the Golf Course.

Right to Use the Golf Course. Neither being an Owner of a Lot within the Development or being a Member of the Association confers any ownership interest in or right to use the Golf Course. The Golf Course owner shall grant memberships in the Golf Course and manage the use of the Golf Course as such owner sees fit. Rights to use the Golf Course are within the exclusive control of the Golf Course owner, and will be given to such persons and on such terms and conditions as the Golf Course owner may determine from time to time in its sole and absolute discretion. The Golf Course owner may amend or waive its determinations and policies with respect to use of the Golf Course or membership in the Golf Course at any time.

**Natural Hazards:** The Subdivider has advised that the following hazards exist within or near this development:

The Subdivider has advised that all or portions of the Subdivision subject to this Public Report are located within a ***Special Flood Hazard Area*** as designated by the Federal Emergency Management Agency. Additionally, the Subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under California Government Code Section 8589.3.

If any disclosure, or any material amendment to any disclosure, required to be made by the Subdivider regarding this natural hazard is delivered after the execution of an offer to purchase, the purchaser shall have three (3) days after delivery in person or five (5) days after delivery by deposit in the mail to terminate the offer by delivery of a written notice of termination to the Subdivider or the Subdivider's agent.

If your lot is located within one or more Statutory Natural Hazard Areas, your ability to further develop the real property, to obtain insurance, or to receive assistance after a disaster may be affected. You should therefore contact your lender and insurance carrier for more information regarding types of insurance and costs to cover your property. Additionally, since purchasers are not required to receive a separate disclosure for property owned by the Association, you should also contact the Association regarding any assessment increases due to additional insurance costs associated with the Statutory Natural Hazard Areas which may affect the Association maintained areas, if any.

If any disclosure, or any material amendment to any disclosure, required pursuant to California Civil Code Section 1103 et seq. is delivered after the execution of an offer to purchase, the purchaser shall have three (3) days after delivery in person or five (5) days after delivery by deposit in the mail to terminate the offer by delivery of a written notice of termination to the Subdivider or the Subdivider's agent.

## NOTICE OF AIRPORT IN VICINITY

The property is presently located in the vicinity of an airport (Travis Air Force Base), 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 "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.

Avigation Easement. By acceptance of a deed, all persons acquiring an ownership interest in a lot within the subdivision acknowledge that the lots within the subdivision are subject to a recorded Avigation Easement, which includes, but is not limited to the existence of general airport operations. The subdivision is subject to over-flight, landings, take-offs and general operation of the aircraft using Nut Tree Airport. As a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670) establishes the importance of public use airports, and to protect the public health, safety and welfare interest of the people of the State of California.

**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 limited to, noise, odors, dust light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the California Civil Code or any pertinent local ordinance.

PURCHASERS SHOULD FAMILIARIZE THEMSELVES WITH THE SURROUNDING AREAS OF THE SUBDIVISION AND COMMUNITY 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 and other purposes are shown on the title report and Subdivision Map recorded in Book 98 of Maps, at Pages 82 to 95 in the Official Records of the County of Solano County Recorder

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

The subdivision is subject to a Private Road Use, Easement, Maintenance and Delayed Conveyance Agreement recorded January 9, 2025, as Instrument No. 202500000940 in the Official Records of the Solano County Recorder. Per the terms of the Agreement, provisions for use, access easements, completion, maintenance, conveyance and payment of accrued reserves are established. You may request a copy of this private road agreement for more detailed information.

The subdivision is subject to The Event Center Use, Easement, Maintenance and Delayed Conveyance Agreement recorded January 9, 2025 as Instrument No. 202500000939 in the Official Records of the Solano County Recorder. Per the terms of the Agreement, provisions for use, access easements, completion, maintenance, conveyance and payment of accrued reserves are established. You may request a copy of this Event Center agreement for more detailed information.

The subdivision is subject to the Shared Improvement Use, Easement and Cost Sharing Agreement for the Common Area Parking Lot and Use of Pickleballs Courts recorded January 9, 2025 as Instrument No. 202500000941 in the Official Records of the Solano County Recorder. Per the terms of the Agreement, provisions for use, access easements, maintenance, cost allocation and parking allocation are established. You may request a copy of this shared use agreement for more detailed information.

Amendments or supplements to these agreements may also be recorded. You may ask the Subdivider about such changes. If you purchase a Lot, this information will be included in your title policy.

## 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 Community, 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 and is subject to any taxes, assessments and obligations thereof:

- <u>San Francisco Bay Restoration Authority (Tax Measure AA Clean & Healthy Bay Parcel Tax) District</u>
- <u>Lagoon Valley Geologic Hazard Abatement District (GHAD)</u>
- <u>Solano Irrigation District Assessment</u>

This subdivision lies within the <u>City of Vacaville Community Facilities District No. 13 (Lower Lagoon Valley) – Improvement Area No. 1 Facilities</u> and the <u>City of Vacaville Community Facilities District No. 13 (Lower Lagoon Valley) – Improvement Area No. 1 Services</u> and is subject to any taxes, assessments and obligations thereof. The Subdivider <u>must</u> provide purchasers with disclosures entitled, "Notice of Special Tax" prior to a purchaser entering into a contract to purchase. These Notices contain important information about district functions, purchaser's obligations, right of the districts, and information on how to contact the districts for additional materials. Purchasers should thoroughly understand the information contained in the Notices prior to entering into a contract to purchase. These special taxes appear on the yearly property tax bill, and are <u>in addition to</u> the tax rate affecting the property described above in the section entitled "Regular Taxes."

The buyer has five days after delivery of these Notices 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

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

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

### Acceleration Clause

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

### Due-on-Sale Clause

If the loan instrument for financing your purchase of an interest in the 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 at the end of the 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. The disclosure form will be furnished to you at the time you receive your loan application and before you pay a nonrefundable fee.

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

## PURCHASE MONEY HANDLING

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

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

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

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

THE SUBDIVIDER HAS A FINANCIAL INTEREST IN THE ESCROW COMPANY (INSPIRED CALIFORNIA ESCROW SERVICES, INC.) WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF LOTS IN THIS SUBDIVISION.

**Inspired California Escrow Services**: Purchaser is advised that the escrow holder for the purchase of Lots within the Subdivision will be Inspired California Escrow Services, Inc., a California corporation ("**Inspired Escrow**"). <u>Inspired Escrow is an affiliate of the Subdivider and Subdivider has a financial interest of 5% or more in Inspired Escrow</u>. However, Buyer is not required to utilize the services of Inspired Escrow for this transaction and Buyer may shop for and select an escrow holder of his/her choice, as set forth in the Contract.

## SOILS CONDITIONS AND GEOLOGIC CONDITIONS

All lots will contain filled ground. Information concerning filled ground, soil conditions and geologic conditions is available at: City of Vacaville, 7650 Merchant Street, Vacaville, California 95688.

California is subject to Geologic Hazards such as landslides, fault movements, earthquake shaking, rapid erosion, or subsidence. The Uniform Building Code, Appendix Chapter 33, provides for local building officials to exercise preventive measures during grading to eliminate or minimize damage from such geologic hazards. This Community is located in an area where some of these hazards may exist. Some California counties and cities have adopted ordinances that may or may not be as effective in the control of grading and site preparation.

Purchasers may contact the Subdivider, the Subdivider's engineer, the engineering geologist, and the local building officials to determine if the above-mentioned hazards have been considered and if there has been adequate compliance with Appendix Chapter 33, or an equivalent or more stringent grading ordinance during the construction of this Community.

The Community is included in a Geologic Hazard Abatement District ("**GHAD**") which will maintain certain areas within the Community, including, but not limited to, slopes, walls, basins, detention basins, retaining walls, and swales as described in the GHAD Plan of Control. The cost of all GHAD maintenance for the Community shall be assessed to the owners of lots within the Community on the owner's secured real property tax bills issued by the County.

Each owner, by acceptance of a deed to a lot, acknowledges and agrees that all lots within the Community shall be subject to such secured GHAD taxes.

## UTILITIES AND OTHER SERVICES

**Electric:** Pacific Gas and Electric. No gas in this project.

**Water:** The Subdivider advises that the City of Vacaville will supply water service to each lot.

**Sewage Disposal:** The Subdivider advises that sewer service to each lot in this Community will be provided by the City of Vacaville.

**Fire Protection:** City of Vacaville Fire Protection District.

**Schools: This** subdivision lies within the Vacaville Unified School District. This District advised that the schools initially available to this Community are the following:

Orchard Elementary School
805 N. Orchard Avenue
Vacaville, CA 95688
(707) 453-6255

Vaca Pena Middle School
200 Keith Way
Vacaville, CA 95687
(707) 453-6270

Will C. Wood High School
998 Marshall Road
Vacaville, CA 95687
(707) 453-6900

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