

*Department of Real Estate
of the
State of California*

**FINAL SUBDIVISION PUBLIC REPORT
PLANNED DEVELOPMENT**

In the matter of the application of

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

FILE NO.: 164076SA-F00

ISSUED: DECEMBER 7, 2020

EXPIRES: DECEMBER 6, 2025

for a Final Subdivision Public Report on

TRACT 8358
UPTOWN (PHASE 7)

DEPARTMENT OF REAL ESTATE



ALAMEDA COUNTY, CALIFORNIA

Shane McLatchey, Real Estate Specialist

CONSUMER INFORMATION

- ◆ **This report is not a recommendation or endorsement of the subdivision; it is informative only.**
- ◆ **Buyer or lessee must sign that (s)he has received and read this report.**
- ◆ A copy of this subdivision public report along with a statement advising that a copy of the public report may be obtained from the owner, subdivider, or agent at any time, upon oral or written request, *must* be posted in a conspicuous place at any office where sales or leases or offers to sell or lease interests in this subdivision are regularly made. *[Reference Business 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 ***Living in a California Common Interest Development*** brochure. The information in this brochure provides a brief overview of the rights, duties and responsibilities of both associations and individual owners in common interest developments. To review or obtain a ***free*** copy of this brochure, please visit the Department of Real Estate (DRE) website: www.dre.ca.gov.

RE 646 (Rev. 1/20)

THIS FINAL SUBDIVISION PUBLIC REPORT COVERS PHASE 7 OF UPTOWN ("SUBDIVISION") WHICH CONSISTS OF RESIDENTIAL LOTS 27 TO 32, INCLUSIVE, (EACH OF WHICH IS REFERRED TO HEREIN AS A "LOT") AND ASSOCIATION PROPERTY PARCEL K OF TRACT 8358. THE LOTS AND ASSOCIATION PROPERTY ARE BEING DEVELOPED BY TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("SUBDIVIDER").

THE PHASE IS PART OF A MULTI-PHASE RESIDENTIAL DEVELOPMENT THAT WILL BE SUBJECT TO THE JURISDICTION OF THE UPTOWN HOMEOWNERS ASSOCIATION ("ASSOCIATION").

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

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

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

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

OVERVIEW OF SUBDIVISION

Location: This subdivision is located at North N Street and Chestnut Street within the city limits of Livermore, California. Prospective purchasers should acquaint themselves with the kinds of city services available.

Type of Subdivision: This subdivision is a common-interest development of the type referred to as a planned development. It includes common areas and common amenities which will be maintained by an incorporated association.

Interests to Be Conveyed: You will receive fee title to a specified Lot, together with a membership in the Uptown Homeowners Association (“**Association**”) and rights to use the common area (referenced as “Association Property” in the CC&Rs).

About This Phase: This public report is for the seventh (7th) phase which consists of approximately 0.250 acres divided into six (6) Lots and Association Property Parcel K. A single family attached townhouse-style residential dwelling will be constructed on each Lot.

Association maintained amenities consisting of building exteriors, streets and drives and lighting will be constructed within the Subdivision in this phase. The estimated completion date is November 2021.

This phase is part of a total development which, if developed as proposed, will consist of a total of nine (9) phases containing 44 Lots. The estimated completion date of the overall projected development is January 2022.

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

FUTURE DEVELOPMENT OF THE SUBDIVISION CANNOT BE PREDICTED WITH ACCURACY. THE SUBDIVIDER HAS THE RIGHT TO BUILD MORE OR FEWER THAN THE NUMBER OF HOMES CURRENTLY PLANNED, CHANGE PRODUCT LINES, ENLARGE OR DECREASE THE SIZE OF HOMES, 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 WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE. TOPOGRAPHICAL MAPS IN THE SALES OFFICE, LOT PLOTTING MAPS, MAPS OFFERED BY SUBDIVIDER AND OTHER FORMS SHOWING “COMPLETE” SUBDIVISION PROJECTIONS DO NOT NECESSARILY COMMIT THE SUBDIVIDER TO COMPLETE THE SUBDIVISION OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION AS SHOWN. THE SUBDIVIDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS OR CONDOMINIUM UNITS WITHIN THE SUBDIVISION TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

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

SUBDIVIDER AND PURCHASER OBLIGATIONS: IF YOU PURCHASE FIVE OR MORE LOTS FROM THE SUBDIVIDER, THE SUBDIVIDER IS REQUIRED TO NOTIFY THE REAL ESTATE COMMISSIONER OF THE SALE. IF YOU INTEND TO SELL YOUR INTERESTS OR LEASE THEM FOR TERMS LONGER THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED FINAL PUBLIC REPORT BEFORE YOU CAN OFFER THE INTERESTS FOR SALE OR LEASE.

NOTE: WHEN YOU SELL YOUR LOT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION, THE BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS FEES OR OTHER CHARGES, PROVIDED BY THE GOVERNING DOCUMENTS ON THE LOT THE DATE THE STATEMENT WAS ISSUED.

WARNING: IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 – PLUS ATTORNEY’S FEES AND DAMAGES (CALIFORNIA CIVIL CODE SECTION 4540).

Completion Arrangements of Association Maintenance Areas: The Subdivider posted a bond acceptable to the Department of Real Estate to assure completion of Association Maintenance Area improvements in this Phase described in the Planned Construction Statement attached to the bond.

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

MANAGEMENT AND OPERATION

Association Obligations and Governing Documents: The Association, of which you become a member at time of purchase, is governed by and manages, maintains, and operates the subdivision in accordance with the Covenants, Conditions and Restrictions (the “**CC&Rs**” or “**Declaration**”), the Articles of Incorporation (“**Articles**”), and the Bylaws. In addition, the Association has the right to adopt rules and regulations and guidelines for the subdivision and which will include subdivision design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the subdivision. There may also be supplementary declarations or notices of annexation (“**Supplementary Declarations**”) which will be recorded against portions of the subdivision which may set forth additional restrictions and easements covering the areas covered by the Supplementary Declaration(s) (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 WILL BE FORMED PURSUANT TO THE TERMS AND PROVISIONS OF GOVERNING DOCUMENTS. SINCE THE ASSOCIATION PROPERTY IMPROVEMENTS, AMENITIES, AND FACILITIES WILL BE MAINTAINED BY THE ASSOCIATION, IT IS ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY. THE ASSOCIATION MUST HOLD THE FIRST MEMBERSHIP MEETING AND ELECTION OF THE ASSOCIATION'S GOVERNING BODY WITHIN SIX MONTHS AFTER THE CLOSING OF THE SALE OF THE FIRST SUBDIVISION INTEREST UNDER THE FIRST FINAL PUBLIC REPORT FOR THE SUBDIVISION (REGULATIONS 2792.17 AND 2792.19) THE ASSOCIATION MUST ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. THEREAFTER THE ASSOCIATION MUST HOLD ELECTIONS OF THE ASSOCIATION'S GOVERNING BODY IN ACCORDANCE WITH THE GOVERNING DOCUMENTS. THE ASSOCIATION MUST THEN ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT AND A SUMMARY OF THE ASSOCIATION'S RESERVES BASED UPON THE MOST RECENT REVIEW OR STUDY CONDUCTED PURSUANT TO SECTIONS 5500 ET. SEQ. OF THE CALIFORNIA CIVIL CODE.

The CC&Rs: This subdivision will be subject to the Declaration of Covenants, Conditions and Restrictions for Uptown recorded August 31, 2020 as Instrument No. 2020216325 and Master Declaration for Title 7 & Dispute Resolution for Uptown recorded August 31, 2020 as Instrument No. 2020216326 and the Declaration of Annexation and Supplemental Restrictions for this Phase recorded November 20, 2020 as Instrument No. 2020318884 in the Alameda County Recorder's Office, and any and all supplements, amendments and modifications (collectively "**Declaration**" or "**CC&Rs**"), which include among other provisions, the following:

- Section 4.8 – the vapor intrusion mitigation systems installed under residential buildings
- Section 4.9 – the presence of an on-site sewer lift station
- Section 4.11 – the close proximity of the Subdivision to railroad tracks
- Article V – maintenance responsibilities between the Association and Owners
- Article VI – architectural review of owner-installed improvements
- Article IX – payment of assessments to the Association

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

TO SECURE FINANCING FOR THIS SUBDIVISION ACCEPTABLE FOR ACQUISITION FNMA, FHA, VA AND OR FHLMC, IT HAS BEEN NECESSARY FOR THE SUBDIVIDER TO INCORPORATE INTO THE CC&RS AND OTHER MANAGEMENT INSTRUMENTS, PROVISIONS WHICH GIVE THE MORTGAGE LENDER A VOICE IN THE AFFAIRS OF THE ASSOCIATION AND IN THE MANAGEMENT AND OPERATION OF THE SUBDIVISION WHICH A LENDER DOES NOT ORDINARILY HAVE.

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

THE SUBDIVIDER MUST MAINTAIN AND DELIVER TO THE ASSOCIATION THE SPECIFIC RECORDS AND MATERIALS LISTED IN REAL ESTATE COMMISSIONER'S REGULATION 2792.23 WITHIN THE STATED TIME PERIOD. THESE RECORDS AND MATERIALS DIRECTLY AFFECT THE ABILITY OF THE ASSOCIATION TO PERFORM ITS DUTIES AND RESPONSIBILITIES (SECTION 11018.5 OF THE CALIFORNIA BUSINESS & PROFESSIONS CODE AND SECTION 4800 OF THE CALIFORNIA CIVIL CODE).

THE SUBDIVIDER SHALL MAKE A COPY OF THE ARTICLES, THE BYLAWS, AND THE CC&RS AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF AN OFFER TO PURCHASE A LOT. A COPY OF EACH MUST ALSO BE GIVEN TO EACH BUYER AS SOON AS PRACTICABLE BEFORE CLOSE OF ESCROW. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS, AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A LOT (CALIFORNIA BUSINESS & 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: The Subdivider has submitted budgets for the maintenance and operation of the Association obligations and for long-term reserves when the development is substantially completed (built-out budget) and an interim budget applicable to this phase. These budgets were reviewed by the DRE in September 2020. You should obtain a copy of the budget applicable to your phase from the Subdivider.

Under the built-out budget, the monthly assessment against each Lot will be approximately \$321.00. The Association may or may not elect to use this budget when additional phases are annexed. Under the interim budget, the monthly assessment per Lot in this Phase will be approximately \$265.00. 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 approximately \$159.15 and \$116.59, respectively.

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

The DRE reviewed budget (RE 660C) contains, in part the following comments:

Uptown is a Planned Development located in Livermore, Alameda County, California. The project will consist of 44 lots if built as proposed.

Private Street Easement and Maintenance Agreement (Uptown-Livermore): This agreement is entered into between Taylor Morrison of California, LLC (Taylor Morrison) and Uptown Homeowners Association, (Association). The Private Streets covered by this agreement are located on Parcels B, D, F, J, L and Pedrozzi Common. Taylor Morrison and the Association desire to enter into this agreement to ensure that, should the pace of sales be slow, the conveyance of the private streets will occur by a date certain. See Section 2 for estimated completion dates and Section 3 for conveyance dates. The completion and conveyance dates are within 30 days, therefore no security for Reserves is required. Please see agreement for complete details.

A Subsidy Agreement was submitted for Phases 1 & 2 with a 6 month term: **Bond: \$7,272.00**

- a. Phase 1: \$673.00- \$370.00= \$303.00 (subsidy) X 4 Lots X 6 months= \$7,272.00;
- b. Phase 2: \$453.00 - \$370.00= \$83.00 (subsidy) X 8 Lots X 6 months = \$3,984.00.

RE611A: A Planned Construction Statement has been submitted by the Subdivider for the completion of the common area components in the following amounts:

Phase 1	\$10,141.00 Tract 8358 Lots 5-8, Lot A: Includes Landscape, Mailboxes, exterior lights, street lights. Completion Date: 06/2020
Phase 2	\$138,998.00 Tract 8358 Lots 9-12: Includes Landscape, Bio-retention, streets and drives, exterior lights, sewer lift station. Completion Date: 11/2020
Phase 3	\$31,754.00 Tract 8358 Lots 13-16, Court E: Includes Landscape, Bio-retention, walkways, exterior lights. Completion Date: 08/2020
Phase 4	\$42,512.00 Tract 8358 Lots 17-20, Parcel G, Court Lot F: Landscaping, Bio-retention, streets and drives, Walkways, Exterior lights, Street Lights. Completion Date: 01/2021
Phase 5	\$30,935.00 Tract 8358 Lots 39-44, Parcel M: Includes Landscape, Bio-retention, Walkways, walls, exterior lights. Completion Date: 10/2020
Phase 6	\$26,282.00 Tract 8358, Lots 33-38, Lot L: Streets and drives, Exterior lights & Street Lights Completion Date: 03/2021
Phase 7	\$55,892.00 Tract 8358 Lots 27-32, Parcel K: Includes Landscape, Bio-retention, Walkways, walls, exterior lights, street light. Completion Date: 12/2020
Phase 8	\$147,001.00 Tract 8358, Lots 21-26, Court J, Parcel H: Landscaping, Bio-retention, streets and drives, Walkways, Exterior lights, Street Lights, Outdoor Furnishings, Public Art. Completion Date: 05/2021
Phase 9	\$143,214.00 Tract 8358, Lots 1-4, Court Lot B, Parcel C: Landscaping, Bio-retention, streets and drives, Walkways, Exterior lights. Completion Date: 06/2021

Note from 06/09/2020 RE660C: The RE660C for this project was initially approved on March 19, 2020. Revised Subsidy Agreement, CC&Rs and Phase 9 budget were submitted. A correction to the Phase 3 monthly assessment is shown and revised Subsidy amounts. This RE660C has been revised to reflect the correct lots in Phase 5 and the correct maintenance bond amount.

Note from this 09/11/2020 RE660C: This approval includes updated completion dates on the RE611A's and Private Street Easement and Maintenance Agreement. This approval supersedes the previously approved RE660C.

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

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

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

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

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

In addition to other documentation provided to each prospective Buyer, a copy of the current financial information, and related statements, to the extent available, as specified by California Civil Code Section 5300(b), must be made available for examination by a prospective Buyer before the execution of an offer to purchase a Lot. A copy of this financial information must also be given to each Buyer as soon as practicable before close of escrow. YOU SHOULD PAY SPECIAL ATTENTION TO THIS FINANCIAL INFORMATION, AS IT PERTAINS TO CURRENT AND POSSIBLE FUTURE FINANCIAL OBLIGATIONS AFFECTING ALL HOMEOWNERS WITHIN THE SUBDIVISION 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 payable to the Association will commence on all Lots in this phase on the first day of the month following the conveyance of the first Lot in the phase. The Subdivider must pay assessments to the Association for all unsold Lots (Regulations 2792.9 and 2792.16).

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

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

USES/ZONING/HAZARD DISCLOSURES

The Subdivider has set forth below references to various uses, zoning, hazards and other matters based on information from a variety of sources. You should independently verify the information regarding these matters, as well as all other

matters, that may be of concern to you regarding the subdivision and all existing, proposed or possible future uses adjacent to or in the vicinity of the subdivision. At the time this public report was issued, some of the land uses that surround the subdivision include, but are not limited to, the following:

Uses: The Subdivider advises that the following uses exist within or near this subdivision:

North - single-family residential

South - Union Pacific Railroad, commercial and high density residential

East - auto parts store, machine shop, single-family residential

West - future affordable rental housing (senior and family)

- Livermore Municipal Airport is approximately two miles northwest at 636 Terminal Circle, Livermore, CA 94551

Hazards: The Subdivider advises that the following hazard exists within or near this subdivision:

- Railroad immediately south
- Due to the historic uses, the soil gas and groundwater at the site were impacted which required mitigation and clean-up actions under the oversight of the Alameda County Department of Environmental Health (ACDEH) under its Local Oversight Program for Hazardous Materials Releases (Case No. RO0003271). Because of the presence of elevated concentrations of tetrachloroethylene (PCE) in the soil gas and groundwater, corrective actions were implemented and completed including installation of vapor mitigation systems beneath all residential buildings (“**VIMS**”), installation of trench plugs within utility trenches, and shallow soil excavation in 2 areas (bioretention areas). Upon completion of this remediation work, the site was cleared for residential uses. Additional information on the prior contamination and corrective work may be obtained through review of the State Water Resources Control Board’s GeoTracker database and the ACDEH’s website (<http://www.acgov.org/aceh/index.htm>). Based on opinions of the soils engineers, the site was deemed appropriate for residential development and, as noted above, corrective measures included the installation of the VIMS. The VIMS is designed as a “passive” sub-slab venting system which is a permeable layer constructed beneath the foundation using either a gravel bed or an engineered vent material and will include soil vapor collection pipes that will route soil vapor to the vent risers. Vent risers will convey the collected soil vapor to the roof of the Residence. VIMS will also include the installation of a vapor barrier that has a very low permeability layer constructed between the venting system and the floor slabs and foundations to seal each penetration and prevent any gases permeating the living spaces above. The “passive” VIMS originally installed may, in the future, be modified to be an “active”

system if deemed necessary by ACDEH after the initial year of testing and inspection. An “active” system would require that the venting be a forced air system achieved through the means of mechanical equipment such as pumps that would be installed. **IF THE VIMS BECOMES AN “ACTIVE” SYSTEM, ASSESSMENTS PAYABLE BY EACH OWNER TO THE ASSOCIATION MAY SIGNIFICANTLY INCREASE.** The VIMS will be inspected and maintained by the Association as set forth in the Declaration. In addition, ACDEH may require that a land use covenant (LUC) be recorded against the Subdivision that contains restrictions on the use of areas of the real property to ensure the integrity of any mitigation measures made by the Subdivider are maintained.

At the time this Public Report was issued, information regarding whether all or portions of this Subdivision are located within a *Seismic Hazard Liquefaction Zone* was not yet available to the Subdivider. You should ask the Subdivider for updated information before obligating yourself to purchase a Lot.

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

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

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

pursuant to Section 3482.5 of the California Civil Code or any pertinent local ordinance.

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

TITLE

Preliminary Report: A preliminary report will be issued by the title insurer to reflect those items that affect the condition of title. You are encouraged to request a copy of this preliminary report for review of those items that affect the Lot you are purchasing. Those items typically shown on a report include, but are not limited to, general and special taxes, easements, mechanic liens, monetary encumbrances, trust deeds, utilities, rights of way and CC&Rs. In most instances, copies of documents can be provided to you upon request.

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

The terms and provisions contained in the document entitled "Easement Agreement and Grant of Easement" recorded September 3, 2020 as Instrument No. 2020221940 of Official Records.

Easements: Easements for utilities, access, private wall, photovoltaic solar electricity systems and other purposes are shown on the Preliminary Report and Tract Map recorded August 7, 2020 in Book 363 of maps, at Page(s) 29-32 / Instrument # 2020-190961 in the Office of the Alameda County Recorder.

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

Mineral Rights: You will not own the minerals, oil, gas and other hydrocarbon substances under your land below a depth of 500 feet. These have been reserved as per your grant deed.

The right to surface entry has been waived.

TAXES

Regular Taxes: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value. In some counties, the total tax rate could be well above 1.25% of the full cash value. For example, an issue of general obligation bonds

previously approved by the voters and sold by a county water district, a sanitation district or other such district could increase the tax rate.

For the purchaser of a Lot in this subdivision, the full cash value of the Lot will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the Lot or as of the date of completion of an improvement on the Lot if that occurs after the date of purchase.

Notice of Your 'Supplemental' Property Tax Bill

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your local Tax Collector's Office.

Special Taxes & Assessments: This subdivision lies within the boundaries of the following districts and is subject to any taxes, assessments and obligations thereof:

- Alameda County Mosquito Abatement District Special Tax
- Livermore Valley Joint Unified School District, Parcel Tax Measure G
- City of Livermore Sewer Service
- City of Livermore Urban Runoff
- City of Livermore, Paramedic Supplement
- Livermore Area Recreation and Park District Special Tax 97-1
- Alameda County Waste Management Authority
- San Francisco Bay Restoration Authority (Tax Measure AA Clean and Healthy Bay Parcel Tax)

This subdivision lies within the boundaries of the City of Livermore – Maintenance District No. LL - 859 and is subject to any taxes, assessments and obligations thereof. This District was formed to provide funding to cover the cost of landscape maintenance, utilities, operation and maintenance of equipment. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. The administration of this District will be provided by City of Livermore Public Works.

This subdivision lies within the boundaries of the County Service Area Vector Control Measure B and is subject to any taxes, assessments and obligations thereof. This District was formed to prevent human disease, injury and discomfort to the Alameda County population by controlling insects, rodents and other vectors along with eliminating casual environmental conditions. The District budget for each fiscal year

will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. The administration of this District will be provided by Alameda County Vector Control Services /SCI Consulting Group.

This subdivision lies within the boundaries of the County Service Area E.M. 1983-1 (Paramedic) and is subject to any taxes, assessments and obligations thereof. This District was formed provide funding for paramedic and emergency medical services throughout the service area. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. The administration of this District will be provided by Alameda County Health Care Services Agency / Francisco & Associates.

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.

PURCHASE MONEY HANDLING

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

If the escrow has not closed on your Lot within twelve (12) months of the date of the Subdivider's acceptance of your offer, 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 BUYER AN EXTENSION OF THE CLOSING DATE. UNDER THIS PROVISION THE BUYER SHALL PAY A SPECIFIED DOLLAR AMOUNT PER DAY (EXTENSION FEE) FOR EACH DAY THE ESCROW IS EXTENDED.

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

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

SOILS AND GEOLOGIC CONDITIONS

Soils and geologic information is available at City of Livermore Planning Department, 1052 South Livermore Avenue, Livermore, CA 94550.

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: Cal Water Service

Sewage Disposal: City of Livermore

Gas: The Subdivider advises natural gas service is not available to this subdivision.

Electricity: PG&E

Telephone: AT&T

Fire Protection: Pleasanton Livermore Fire Department

Streets: The private streets within this subdivision will be maintained by the Association. The costs of repair and maintenance of these private streets are included in the budget and are a part of your regular assessment.

The repair and maintenance of the private roads will be in accordance with a road maintenance agreement. This agreement was executed on September 3, 2020. The Subdivider should provide you with a copy of this agreement.

Schools: This subdivision lies within the Livermore Valley Joint Unified School District. This district advises that the schools initially available to this subdivision are the following:

Marylin Avenue Elementary School
800 Marylin Avenue
Livermore, CA 94551
925-606-4724

Junction K8 School
298 Junction Avenue
Livermore, CA 94551
925-606-4720

Granada High School
400 Wall Street
Livermore, CA 94550
925-606-4800

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.

SOLAR ENERGY PROGRAM

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

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

DESCRIPTION OF SOLAR ENERGY PROGRAM

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

SOLAR SYSTEM AGREEMENT

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

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

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

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

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

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

OTHER DOCUMENTS

IF YOU ENTER INTO A SOLAR SYSTEM AGREEMENT, THE SOLAR COMPANY MAY RECORD CERTAIN DOCUMENTS AGAINST YOUR RESIDENCE IN CONNECTION WITH THE SOLAR SYSTEM AGREEMENT AND SYSTEM, INCLUDING WITHOUT LIMITATION A UCC-1 FINANCING STATEMENT PROVIDING NOTICE OF SOLAR COMPANY'S OWNERSHIP OF THE SYSTEM'S COMPONENT PARTS LOCATED ON YOUR BUILDING. ADDITIONALLY, THE ROOF OF THE BUILDING, WHICH IS THE MAINTENANCE OBLIGATION OF THE ASSOCIATION, MAY BE SUBJECT TO AN EASEMENT AGREEMENT AND GRANT OF EASEMENT ("**SOLAR EASEMENT**") IN FAVOR OF SOLAR COMPANY, FOR THE INSTALLATION, OPERATION, MAINTENANCE AND REMOVAL OF EACH SYSTEM.

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 Blvd.
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 164076SA-F00
[FILE NUMBER]

TRACT 8358
[TRACT NUMBER OR NAME]

UPTOWN (PHASE 7)
[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:

DECEMBER 7, 2020
[DATE ISSUED] [DATE AMENDED]

DECEMBER 6, 2025
[EXPIRATION DATE] [NAME]

[SIGNATURE]

[ADDRESS]

[DATE]