

*Department of Real Estate  
of the  
State of California*

**FINAL SUBDIVISION PUBLIC REPORT  
CONDOMINIUM**

*In the matter of the application of*

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

FILE NO.: 179181LA-F00

ISSUED: MAY 26, 2026

EXPIRES: MAY 25, 2031

*for Final Subdivision Public Report on*

TRACT NO. 84154

“JUNO” (PHASE 1)

DEPARTMENT OF REAL ESTATE

by 

LOS ANGELES COUNTY, CALIFORNIA

**VERONICA CORPIN**

**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 review or obtain a ***free*** copy of this brochure, please visit the Department of Real Estate (DRE) website: [www.dre.ca.gov](http://www.dre.ca.gov).

RE 646 (Rev. 1/20)

### **SPECIAL NOTES**

THIS FINAL SUBDIVISION PUBLIC REPORT COVERS UNITS (“UNITS”) 1 THROUGH 7, INCLUSIVE, LOCATED ON A PORTION OF LOT 1 OF TRACT NO. 84154.

JUNO (THE “PROJECT” OR “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 PARAGRAPHS BELOW ENTITLED: CONDITIONAL SUBDIVISION PUBLIC REPORT, USES AND ZONING, MANAGEMENT AND OPERATION, USES/ZONING/HAZARD DISCLOSURES AND SPECIAL TAXES AND ASSESSMENTS.

**NOTE:** IN ADDITION TO THOSE PARAGRAPHS NOTED ABOVE, 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 UNIT IN THIS PHASE OF THE PROJECT.

**CONDITIONAL SUBDIVISION PUBLIC REPORT:** IF YOU ENTERED INTO A PURCHASE AGREEMENT/CONTRACT TO PURCHASE OR LEASE AN INTEREST IN THE SUBDIVISION UNDER AUTHORITY OF A CONDITIONAL SUBDIVISION PUBLIC REPORT (“CONDITIONAL PUBLIC REPORT”), THE PURCHASE AGREEMENT/CONTRACT AND THE ESCROW INSTRUCTIONS 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 BUSINESS AND 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.

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

**PRELIMINARY SUBDIVISION PUBLIC REPORT (“PRELIMINARY PUBLIC REPORT”):** IF YOU HAVE RECEIVED A PRELIMINARY PUBLIC REPORT FOR THIS PROJECT, 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 THE PROJECT**

### **Location:**

This Project is located at San Bernardino Avenue and Towne Avenue within the City of Pomona, County of Los Angeles, California. Prospective purchasers should acquaint themselves with the kinds of city services available.

### **Type of Subdivision:**

This Project is a common-interest development of the type referred to as a condominium project. It includes common areas and common facilities which will be maintained by the Juno Community Association (the “**Association**”).

Juno, which if developed as currently planned, will consist of up to 45 units, and currently planned to be constructed on Tract No. 84154.

### **Interests to Be Conveyed:**

You will receive fee title to a unit, an undivided fractional fee interest as a tenant in common in the condominium common area together with a membership in Association and rights to use the common facilities in the Project (“**Association Property**”).

### **About this phase:**

This is the first phase which consists of approximately 0.17 acres on which 1 building containing 7 units and garages, 11 guest parking spaces and 1 ADA parking space within the Project will be constructed on Lot 1 of Tract No. 84154.

Common amenities consisting of landscaping, walkways, drive aprons, lighting, decks and railings will be constructed in this phase. The estimated completion date for the phase is September 2026.

This phase is part of a total subdivision which, if developed as proposed, will consist of a total of 7 phases and 45 units within the overall projected subdivision.

Additional common amenities and/or facilities consisting of a pocket park in the third phase will be constructed. The estimated completion date is October 2026.

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

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

**Sale of All Residences:**

The Subdivider has indicated that it currently anticipates that it will sell all the Units in this Project; however, any owner, including the Subdivider, has a legal right to rent or lease the Units.

**Subdivider and Purchaser Obligations:**

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

**NOTE:** WHEN YOU SELL YOUR UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, ARTICLES OF INCORPORATION, BYLAWS AND A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEY'S FEES OR OTHER CHARGES, PROVIDED BY THE RESTRICTIONS OR OTHER MANAGEMENT DOCUMENTS ON THE UNIT AS OF THE DATE THE STATEMENT WAS ISSUED.

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

**Completion of Association Property:**

The Subdivider estimates all common facilities in this Phase will be completed by approximately September 2026.

No escrows will close until completion of all Association Property improvements or, as an alternative, the Subdivider has submitted a bond or other security acceptable to the Department of Real Estate under the provisions of Section 11018.5 of the Business and Professions Code to assure lien free completion of all Association Property.

**Completion of Common Area.** The Subdivider has posted a bond acceptable to the Department of Real Estate in the amount of \$156,383.00 (Pocket Park) to assure completion of common area improvements as described in the Planned Construction Statement attached to the bond. The estimated completion date for this improvement is October 2026.

The Subdivider has posted a bond acceptable to the Department of Real Estate in the amount of \$32,906.00 (streets) to assure completion of common area improvements as described in the Planned Construction Statement attached to the bond. The estimated completion date for this improvement is August 2027.

This is a phased subdivision on one lot.

If the Subdivider does not complete the remaining Units in exact accordance with the recorded condominium plan, the interest your purchase in this Project may not be qualified for refinancing which would make the Unit you purchase unmarketable.

Prior to entering into a purchase agreement/contract, you should consult an attorney for advice.

The Subdivider advises that each purchaser and the Association will receive fee title endorsement insuring him/her against future mechanics liens which may be incurred in the construction of Units in the additional phases of this one lot subdivision. The title endorsement provides that the total liability of the title company is limited to the face amount of the title policy only. The insurance will contain the following endorsement:

“The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of:

any statutory lien for labor or materials attaching to the Land, arising out any work of improvement under construction or completed at the date of policy as to the condominium building in which the insured’s separate Unit is located, and/or by reason of statutory lien for labor or materials attaching to the Land arising out of any work of improvement within Lot 1 of Tract No. 84154 whether such improvements have been completed, are under construction or are to be constructed after the Policy Date.”

Should the owner of a Unit in this Project sell his/her Unit to another purchaser prior to the completion of the final phases, he/she should inform the new purchaser that a special future mechanic lien endorsement should be obtained from their title insurance company.

NOTWITHSTANDING ANY PROVISION IN THE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS TO THE CONTRARY, A PROSPECTIVE BUYER HAS THE RIGHT TO NEGOTIATE WITH THE SUBDIVIDER TO ALLOW AN INSPECTION OF THE PROPERTY BY THE BUYER OR THE BUYER’S DESIGNEE UNDER TERMS MUTUALLY AGREEABLE TO THE PROSPECTIVE BUYER 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 Project in accordance with the Covenants, Conditions and Restrictions (“**CC&Rs**”), the Articles of Incorporation (“**Articles**”) and the Bylaws. In addition, the Association has the right to adopt rules and regulations and guidelines for the Project and which will include Project design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the Project. There may also be supplementary declarations or notices of annexation (“**Supplementary Declarations**”) which

will be recorded against portions of the Project 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 COMMON AREA IMPROVEMENTS 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 UNIT UNDER THE FIRST PUBLIC REPORT FOR THE PROJECT (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 SECTION 5500 ET SEQ. OF THE CIVIL CODE.

**The CC&Rs:** This Project will be subject to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Juno ("CC&Rs") recorded **April 17, 2026** as Instrument No. **20260272704** in the Office of the Los Angeles County Recorder. The CC&Rs contain provisions related to use and architectural restrictions, maintenance responsibilities and assessment obligations, etc.

Additional amendments to the original CC&Rs may also be recorded. You may ask the Subdivider about such changes. If you purchase a Unit, this information will be included in your title policy.

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

**Documents to be Furnished:**

THE SUBDIVIDER STATED IT WILL FURNISH THE CURRENT BOARD OF OFFICERS OF THE ASSOCIATION AND EACH INDIVIDUAL PURCHASER WITH THE DEPARTMENT OF REAL ESTATE REVIEWED ASSOCIATION BUDGET FOR THIS PHASE.

THE SUBDIVIDER STATED IT WILL FURNISH EACH INDIVIDUAL PURCHASER WITH THE CONDOMINIUM PLAN.

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 BUSINESS AND PROFESSIONS CODE AND SECTION 4800 OF THE CIVIL CODE).

THE SUBDIVIDER SHALL MAKE A COPY OF THE ARTICLES, BYLAWS AND THE CC&RS AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF AN OFFER TO PURCHASE A UNIT. A COPY OF EACH MUST ALSO BE GIVEN TO EACH BUYER AS SOON AS PRACTICAL 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 UNIT (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 THE 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.

**Association Proposed Budgets.** The Subdivider has submitted budgets for the management, maintenance and operation of the Association's obligations and for long-term reserves when the Project is substantially completed (built-out budget) and interim budgets applicable to these phases. These budgets were reviewed by the DRE in February 2026. You should obtain copies of the applicable budgets from the Subdivider.

Under the built-out budget, the monthly installment of assessments against each Unit is currently estimated to be \$353.11. The Association may or may not elect to use this budget when additional phases are annexed. Under the interim budget for Phase 1, the monthly installment of assessments against each Unit is currently estimated to be \$736.86. Of these amounts, the monthly contributions toward long-term reserves, which are not to be used to pay for current operating expenses, will be \$122.31 (built out) and \$91.16 (interim).

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

According to the budget consultant, assessments under the interim Association budget should be sufficient for proper 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.

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 SHOWN IN THE PUBLIC REPORT, YOU SHOULD CONTACT THE DRE BEFORE ENTERING INTO A CONTRACT TO PURCHASE THE 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.

**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 UNITS OR A SIGNIFICANT REDUCTION IN BUDGETED ASSOCIATION SERVICES. IF THE SUBDIVIDER BECOMES AWARE THAT DELINQUENT ASSESSMENTS HAVE CAUSED THE ASSOCIATION TO RECEIVE TEN PERCENT (10%) LESS INCOME FOR THE FISCAL YEAR THAN REFLECTED IN THE THEN CURRENT ASSOCIATION BUDGET, THE SUBDIVIDER SHALL USE REASONABLE EFFORTS TO NOTIFY THE DEPARTMENT OF REAL ESTATE IN WRITING (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 (BUSINESS AND PROFESSIONS CODE SECTION 11018.6).

In addition to other documentation provided to each prospective Buyer, a copy of the current financial information, and related statements, to the extent available, as specified by Section (b) of Civil Code Section 5300 must be made available for examination by a prospective Buyer before the execution of an offer to purchase a Unit. 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 PROJECT.

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.

**Utility Rates:** The utility rate used for the calculations within the above referenced budgets is based on information available at the time of the budget review dates. 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.

**Assessment Increases/Decreases:** The Association may increase or decrease assessments at any time in accordance with the procedure prescribed in the Governing Documents. In considering the advisability of a decrease (or a small 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 Units in this Phase on the first day of the month following the conveyance of the first Unit in this phase of the Project. The Subdivider must pay assessments to the Association on all unsold Units in this phase of the Project (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 all other owners.

**Subdivider's Assessment Security:** The Subdivider *will post* a bond as partial security for its obligation to pay the 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 in this phase owed by the Subdivider before agreeing to a release or exoneration of the security.

**Subsidy:** The Subdivider has entered into an agreement with the Association to temporarily subsidize a portion of your monthly assessment (the "**Subsidy Agreement**"). The Subsidy Agreement commences with the first close of escrow in the Subdivision and terminates on the earlier of the either (a) the date that is one (1) year after the date of the first Close of Escrow in the Subdivision or (b) the first Close of Escrow in DRE Phase 5 of the Subdivision. The Subsidy Agreement may be extended in six (6) month increments, in accordance with the terms and provisions of the Subsidy Agreement. During the term of the Agreement, the Subdivider will subsidize the monthly installment of Annual Assessments. The amount of the monthly subsidy for each Condominium shall be \$350.00.

The Subdivider has posted a bond to cover its obligations under the Agreement. You may request a copy of the Subsidy Agreement from the Subdivider. You should be aware that the Subsidy Agreement could expire prior to your purchase of a Condominium, in which case the amount of the monthly installment of the Annual Assessments to be paid by you will increase to the full amount assessable against each Condominium in such Phase.

**Maintenance Agreement:** The Subdivider has entered into a Private Street Maintenance Agreement with the Association in order to provide for the maintenance of private streets in earlier phases of the Subdivision. The Agreement commences with the first close of escrow in the Subdivision and terminates upon the first close of escrow in Phase 6 or August 2027. The Subdivider has posted a completion bond for the completion of the streets. You may request a copy of the Maintenance Agreement from the Subdivider.

**SOLAR ENERGY SYSTEM.** HOMES COVERED BY THIS PUBLIC REPORT WILL HAVE A ROOF-TOP SOLAR ARRAY AND OTHER EQUIPMENT THAT CONVERTS SOLAR ENERGY TO HOUSEHOLD ELECTRICITY (EACH A "SYSTEM"). YOU MUST EITHER (1) PURCHASE THE SYSTEM FOR A COST THAT IS ADDED TO THE PRICE OF THE HOME, OR (2) ENTER INTO A LEASE OR POWER PURCHASE AGREEMENT ("PPA") AND MAKE MONTHLY PAYMENTS TO A SOLAR PROVIDER FOR THE PURCHASE OF ALL OF THE ELECTRICITY GENERATED BY THE SYSTEM. YOU SHOULD CAREFULLY REVIEW AND FULLY

UNDERSTAND THE TERMS OF THE SOLAR PROGRAM OFFERED. THE CALIFORNIA DEPARTMENT OF REAL ESTATE HAS NOT APPROVED OR REVIEWED DOCUMENTS RELATED TO THE SYSTEM OR THE SOLAR PROGRAM OFFERED. YOU ARE ADVISED TO THOROUGHLY REVIEW ALL DOCUMENTS AND INVESTIGATE ALL POSSIBLE OUTCOMES OF ANY SOLAR PROGRAM OFFERED, PRIOR TO SIGNING A PURCHASE AGREEMENT. YOU MAY WANT TO SEEK INDEPENDENT LEGAL COUNSEL TO ASSIST WITH YOUR REVIEW AND INVESTIGATION. EXAMPLES OF SOME KEY SOLAR PROGRAM TERMS THAT YOU SHOULD KNOW AND UNDERSTAND ARE: (1) IF THERE ARE ANY UP-FRONT AND RECURRING SYSTEM COSTS; (2) IF YOU HAVE SYSTEM MAINTENANCE RESPONSIBILITIES; (3) IF THERE IS A WARRANTY AND WHAT IT COVERS; (4) IF THERE ARE REQUIREMENTS AND IMPACTS OF RE-SELLING YOUR HOME WITH THE SYSTEM; (5) IF YOU ARE RESPONSIBLE FOR REMOVING THE SYSTEM FOR ROOF REPAIRS AND (IF APPLICABLE) AT THE END OF YOUR PPA; AND (6) IF YOU DON'T OWN THE SYSTEM, CAN YOU LATER PURCHASE THE SYSTEM AND AT WHAT COST? ADDITIONAL INFORMATION ABOUT SOLAR ENERGY SYSTEMS FOR NEW HOMES IS ON THE WEBSITE OF THE CALIFORNIA ENERGY COMMISSION AND PUBLIC UTILITIES COMMISSION, AT [HTTPS://WWW.ENERGY.CA.GOV/PROGRAMS-AND-TOPICS/PROGRAMS/SOLAR-EQUIPMENT-LISTS](https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists).

**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.**

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

#### **Zoning**

North: I-10 Freeway  
South: Vacant/Residential  
East: Residential  
West: Private School/Church

#### **Uses and Hazards**

The Subdivider advises that the following uses and hazards exist within or near this Project:

- Pomona Valley Hospital Medical Center – located less than 1 mile northwest;
- Shopping Center – located less than 1 mile north;
- Various schools are within 1 mile of the Project;
- Pomona Fairplex – located approximately 1.82 miles northwest;
- Frank G. Bonelli Park and Equestrian Center – located approximately 5.3 miles west;
- Interstate 10 Freeway is located adjacent to the Project to the north;
- Brackett Field Airport – located approximately 2.17 miles northwest;
- Cable Airport- located approximately 5.7 miles from the Project.

**Post-Tension Concrete Slabs.** Concrete slabs for Residences constructed in the Project may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a “Post-Tension Slab.” Cutting into a Post-Tension Slab for any reason (*e.g.*, to install a floor safe, to repair or remodel plumbing, etc.) is very hazardous and may result in serious damage to the Residence, personal injury, or both. Each Owner shall determine if his Residence has been constructed with a Post-Tension Slab and, if so agrees: (a) Owner shall not cut into or otherwise tamper with the Post-Tension Slab; (b) Owner shall not permit or allow any other Person to cut into or tamper with the Post-Tension Slab so long as Owner owns any interest in the Residence; (c) Owner shall disclose the existence of the Post-Tension Slab to any Person who rents, leases or purchases the Residence from Owner; and (d) Owner shall indemnify and hold Subdivider and Subdividers’s agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys’ fees and costs of court) arising from any breach of this covenant by Owner.

**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 Project. The Power Lines within and in the vicinity of the Project 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 Project. 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:

the World Health Organization’s International EMF Project website at [Non-ionizing Radiation, Part 1: Static and Extremely Low-frequency \(ELF\) Electric and Magnetic Fields \(who.int\)](#);

the U.S. National Institute of Environmental Health Sciences website at [Electric & Magnetic Fields \(nih.gov\)](#);

the CDC website at [EMF \(Electric and Magnetic Fields\) | NIOSH | CDC](#);

the California Public Utilities Commission EMF page at [Electric Magnetic Fields \(ca.gov\)](#);

Pacific Gas & Electric at [Understanding Radio Frequency \(pge.com\)](http://UnderstandingRadioFrequency.pge.com);

Southern California Edison website at [Electric & Magnetic Fields | Your Family's Safety | Safety | Home - SCE](http://Electric&MagneticFields.YourFamily'sSafety.Safety.Home-SCE); and

San Diego Gas & Electric website at [Electric and Magnetic Fields \(EMF\) | San Diego Gas & Electric \(sdge.com\)](http://ElectricandMagneticFields(EMF).SanDiegoGas&Electric.sdge.com).

*This list is not meant to be all-inclusive.*

**Urban Environment; Noise.** Living in an attached Condominium Building within a densely populated Project entails living in very close proximity to other persons, with attendant limitations on solitude. Owners and residents will hear noise from many different sources in the Project. Owners will hear noise from activity in adjacent Condominiums, including noise from showers, bathtubs, sinks, toilets or other sources of running water, noise from vacuum cleaners, stereos, televisions and playing musical instruments or video games, noise from people walking, running, jumping and exercising, noise from people talking, singing or shouting, and virtually any other kind of noise that a person may make in their home or their Exclusive Use Area. Owners and residents will hear noise through their walls, windows, floors and ceilings, which may be increased due to the placement of hard-surface flooring. Noise from garage door openers and activity in garages will be heard in Condominiums constructed over the top of a garage. Owners and residents can also expect to hear noise from children, dogs and others playing outside of a Condominium, from vehicles traveling within the Project and outside the Project, and from other residential and commercial areas. Owners may also experience light entering the Condominiums from street lights located in close proximity to the windows and doors of the Condominiums.

**Reclaimed Water.** In its efforts to conserve water, the local water district ("**Water District**") may require the use of reclaimed water to irrigate parks, school yards, golf courses, greenbelt areas and other large landscaped areas. Reclaimed water is partially treated waste water. It is not treated to be suitable for consumption by humans or domestic animals. Subdivider has installed in parts of the Association Property irrigation equipment that is designated for reclaimed water service. Such equipment is purple in color for ready identification. The Water District may extend reclaimed water service to the Project. There is no fixed date for the commencement of reclaimed water service, but all Persons in the Project should always assume that water originating from purple irrigation equipment is reclaimed, and therefore never suitable for human or domestic animal consumption. There is no way to reliably tell the difference between potable water and reclaimed water without a chemical test. The water delivered to the Residence will at all times be domestic potable water. As with any water overspray, the repeated spray of reclaimed water used in irrigation may stain or discolor personal property, fences, walls and other Improvements. Neither Subdivider nor the Association nor their officers, directors, employees or agents are liable for any property damage or personal injury caused by reclaimed water.

**Prior Agricultural Use.** The Project is located on lands that were previously used for agricultural purposes, including orchard operations. There may have been other prior uses of the Project site as well. By reason of such agricultural use, Owner may be subject to dust, noise and odors and may be exposed to pesticides, herbicides, insecticides and other chemicals. In addition, the former farming operations may have caused an accumulation of manure and other organic matters, which was incorporated into the fill soil used in the Project. The decomposition of the accumulated organic matter

in the soil may produce underground methane gas. This condition is not unusual and commonly exists in many areas in the County that were previously used for agricultural purpose. By acceptance of a deed to a Separate Interest, Owner (for and on Owner's behalf, and the members of Owner's family, tenants, lessees, guests and invitees) expressly acknowledges and accepts these existing and future impacts and forever waives any and all causes of actions against the Subdivider and the Association and their respective directors, officers, employees, agents, representatives and consultants for any damages or injuries which may arise from or relate to any such conditions or risks.

**Former Military Ordnance Site Disclosure.** According to the Natural Hazard Disclosure Statement, the Project is located within one (1) mile of a formerly used defense site that may still contain military ordnance (Pomona Quartermaster Depot). These areas were once used for military training purposes, which may contain potentially explosive munitions. Owners and residents should keep children and animals away from this site, avoid touching or otherwise handling military ordnance if discovered and notify the proper authorities if military ordnance is discovered. Subdivider and the Association have no control over the existing or potential uses, operations or maintenance of these military ordnance locations.

**Notice of Airport in Vicinity:** This Project 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.

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

**Commercial/Industrial Zone Disclosure.** The Project is located within one mile of a property that is zoned by the City to allow commercial or industrial use.

**Energy Efficiency Standards And Duct Sealing Requirements.** According to the Natural Hazard Disclosure Report, based on climate zone maps issued by the California Energy Commission, the Project is located in a designated climate zone in which properties are subject to duct sealing and testing requirements set forth by the California Energy Commission. According to the California Energy Commission, certain duct sealing requirements apply when any of the following Improvements are replaced on a home: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil or the furnace heat changer.

#### **Natural Hazards.**

**Area of Potential Flooding.** The Subdivider has advised that all or portions of the Project subject to this Public Report are located within an *Area of Potential Flooding* as shown on an inundation map. Additionally, the Subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Government Code Section 8589.4.

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

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

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

If your Condominium Unit 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 Corporation maintained areas, if any.

**CHANGE IN FIRE HAZARD SEVERITY ZONES.** THE MAPS FOR THE STATE RESPONSIBILITY AREA AND LOCAL RESPONSIBILITY AREA INDICATING WHAT FIRE HAZARD SEVERITY ZONE THAT THE PROPERTY IS IN (IF AT ALL) CAN CHANGE. YOU SHOULD KEEP APPRISED OF THE CURRENT FIRE HAZARD SEVERITY ZONE THAT THE PROPERTY MAY BE IN. IN THE EVENT THE PROPERTY IS IN A FIRE HAZARD SEVERITY ZONE AND THAT FIRE HAZARD SEVERITY ZONE DECREASES, SUBDIVIDER WILL BE REQUIRED TO PROVIDE YOU WITH AN UPDATED INDIVIDUAL NATURAL HAZARD DISCLOSURE REPORT FOR YOUR REVIEW. IN THE EVENT THE PROPERTY IS LATER MAPPED TO BE IN A FIRE HAZARD SEVERITY ZONE OR THE PROPERTY IS ALREADY IN A FIRE HAZARD SEVERITY ZONE AND THAT FIRE HAZARD SEVERITY ZONE INCREASES BEFORE YOU CLOSE ESCROW ON THE PROPERTY, SUBDIVIDER WILL BE REQUIRED TO PROVIDE YOU WITH A DISCLOSURE REGARDING THE CHANGE AND AN UPDATED INDIVIDUAL NATURAL HAZARD DISCLOSURE REPORT BEFORE YOU CLOSE ESCROW ON THE PROPERTY. YOU SHOULD CAREFULLY CONSIDER THE INSURANCE AND OTHER IMPACTS ON YOUR FINANCIAL SITUATION THAT COULD RESULT IN THE EVENT THE PROPERTY IS LATER MAPPED TO BE IN A FIRE HAZARD SEVERITY ZONE OR THE FIRE HAZARD SEVERITY ZONE INCREASES AND YOU CHOOSE TO SUBSEQUENTLY CLOSE ESCROW ON THE PROPERTY.

**Insurance.** The inherent risks of wildfires in California along with the fire zone designation for the property may have an adverse impact on insurance premiums for homeowner's insurance or homeowner's insurance (fire insurance in particular) may not be available at all. If fire insurance is not available from a traditional carrier, then basic fire insurance may be available through the California FAIR Plan, but it may have certain limitations or exclusions on coverage as compared to traditional carriers. You should consult with a licensed California insurance agent for additional information

about the costs and availability of insurance for the property. Subdivider has provided no assurances or guarantees as to whether any type of insurance is or will be available for the property or what the cost may be. The availability and cost of association fire or other casualty insurance for the common area may be similarly impacted as a result of the subdivision being located in a fire zone. This impact may result in the lack of insurance or assessment increases due to increases in insurance costs over time.

If your Unit 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.

THIS IS NOT A COMPLETE LIST OF THE DISCLOSURES OR HAZARDS RELEVANT TO THIS PHASE OR THE PROJECT. SUBDIVIDER WILL PROVIDE YOU WITH ADDITIONAL DISCLOSURES THAT YOU ARE ADVISED TO REVIEW AND CONDUCT YOUR OWN INVESTIGATION OF ALL THOSE MATTERS OF INTEREST TO YOU PRIOR TO ENTERING INTO AN AGREEMENT TO PURCHASE A UNIT IN THIS PHASE OF THE PROJECT.

PURCHASERS SHOULD FAMILIARIZE THEMSELVES WITH THE SURROUNDING AREAS OF THE PROJECT BEFORE SIGNING A PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

### **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 Unit you are purchasing. Those items typically shown on a report include, but are not limited to, general and special taxes, easements, mechanics 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 title report and Subdivision **Tract Map No. 84154**, filed in **Book 1456, Pages 84 through 87**, inclusive, of Maps, and the Condominium Plan for this phase, recorded **April 17, 2026** as Instrument No. **20260271262**, both in the Office of the Los Angeles County Recorder.

Amendments to the original condominium plan may also be recorded. You may ask the Subdivider about such changes. If you purchase a Unit, this information will be included in your title policy.

Amendments to the original subdivision map may also be recorded. You may ask the Subdivider about such changes. If you purchase a Unit, this information should be included in your title policy.

A Private Street Access and Maintenance Easement Deed recorded **April 17, 2026** as Instrument No. **20260272705** in the Office of the Los Angeles County Recorder.

## **TAXES**

**Regular Taxes:** The maximum amount of any tax on real property that can be collected annually by counties is one percent (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 rate could be well above 1.25% of the full cash value. For example, an issue of general obligation bonds previously approved by the voters and sold by a county water district, a sanitation district or other such district could increase the tax rate.

The total property tax rate for the Project is 1.251894% for tax year 2025-2026.

For the purchaser of a Unit in this Project, the full cash value of the Unit will be the valuation as reflected on the tax roll, determined by the county assessor as of the date of purchase of the Unit, or as of the date of completion of an improvement on the Unit, 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:**

Los Angeles County Sanitation District No. 21. This Project lies within the boundaries of the Los Angeles County Sanitation District No. 21 and is subject to any taxes, assessments and obligations thereof.

San Gabriel Valley Mosquito and Vector Control District. This Project lies within the boundaries of the San Gabriel Valley Mosquito and Vector Control District and is subject to any taxes, assessments and obligations thereof.

Los Angeles County Regional Park and Open Space District Measure A. This Project lies within the boundaries of the Los Angeles County Regional Park and Open Space District Measure A and is subject to any taxes, assessments and obligations thereof.

Los Angeles County Flood Control District. This Project lies within the boundaries of the Los Angeles County Flood Control District and is subject to any taxes, assessments and obligations thereof.

Los Angeles County Department of Public Works – Safe Clean Water Program (Measure W). This Project lies within the boundaries of the Los Angeles County Department of Public Works – Safe Clean Water Program (Measure W) and is subject to any taxes, assessments and obligations thereof.

Los Angeles County Trauma, Emergency and Bioterrorism Response Assessment. This Project lies within the boundaries of the Los Angeles County Trauma, Emergency and Bioterrorism Response Assessment and is subject to any taxes, assessments and obligations thereof.

Metropolitan Water District of Southern California. This Project lies within the boundaries of the Metropolitan Water District of Southern California and is subject to any taxes, assessments and obligations thereof.

Three Valleys Municipal Water District. This Project lies within the boundaries of the Three Valleys Municipal Water District and is subject to any taxes, assessments and obligations thereof.

Consolidated Fire Protection District of Los Angeles County Emergency Response and Infrastructure Measure E. This Project lies within the boundaries of the Consolidated Fire Protection District of Los Angeles County Emergency Response and Infrastructure Measure E and is subject to any taxes, assessments and obligations thereof.

## **FINANCING**

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

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

**Acceleration Clause:** This is a clause in a mortgage or deed of trust which provided that if the borrower (trustor) defaults in 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 a Unit in this Project 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.

**A 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 of the loan 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.

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

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

**Adjustable-Rate Loan:** If you obtain financing from a federal or state regulated lender, the financing terms of the loan may 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 should provide you with a disclosure form about the financing to assist you in the evaluation of your ability to make increased payments during the term of the loan. This disclosure form should be furnished to you at the time you receive your loan application and before you pay a nonrefundable fee.

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

### **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 Business and Professions Code Sections 11013, 11013.1 and 11013.4(a)]

If the escrow has not closed on your Unit within one (1) year of the date of your Agreement for Purchase and Sale and Joint Escrow Instructions, you may request the return of your purchase money deposit.

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

THE SUBDIVIDER HAS A FINANCIAL INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF UNITS IN THIS PHASE OF THE PROJECT.

### **SOILS AND GEOLOGIC CONDITIONS**

Lot 1 will contain filled ground. Soils filled ground and geologic information are available at: LGC Geotechnical Inc., 131 Calle Iglesia, Suite 200, San Clemente, CA 92672.

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 PROJECT 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 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 PROJECT.

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

**Schools:** This Project lies within the Pomona Unified School District, located at 800 South Garey Avenue, Pomona, CA 91769, Telephone (909) 397-4800. The district advises the schools initially available to this Project are:

**Lincoln Elementary School** (PreK-6)  
1200 N. Gordon Street  
Pomona, CA 91768  
(909) 397-4624

**Emerson Middle School** (6-8)  
635 Lincoln Avenue  
Pomona, CA 91767  
(909) 397-4516

**Pomona High School** (9-12)  
475 Bangor Street  
Pomona, CA 91767  
(909) 397-4498

**Village Academy** (9-12)  
1444 E. Holt Boulevard  
Pomona, CA 91767  
(909) 397-4900

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 Real Estate  
Subdivisions South  
320 West 4<sup>th</sup> Street, Suite 350  
Los Angeles, CA 90013-1105  
(213) 270-9965**

# RECEIPT FOR PUBLIC REPORT

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

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

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

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

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

\_\_\_\_\_  
[TRACT NUMBER OR NAME]

\_\_\_\_\_  
[PHASE NUMBER] [LOT/UNIT NUMBER]

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

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

\_\_\_\_\_  
[DATE ISSUED]

\_\_\_\_\_  
[DATE AMENDED]

\_\_\_\_\_  
[EXPIRATION DATE]

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[ADDRESS]

\_\_\_\_\_  
[DATE]