

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

In the matter of the application of

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

CONDITIONAL SUBDIVISION PUBLIC REPORT

PLANNED DEVELOPMENT

FILE NO.: 183612LA-F00/C00

ISSUED: SEPTEMBER 22, 2026

for a Conditional Subdivision Public Report on

EXPIRES: MARCH 21, 2027

TRACT NO. 36483

**"PINE AT ELDERBERRY PARK" (PHASE 2)
(OVERALL PHASE 3)**

DEPARTMENT OF REAL ESTATE

by Edward Wu
Signature

EDWARD WU

Printed Name

RIVERSIDE COUNTY, CALIFORNIA

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.

SPECIAL NOTES

THIS CONDITIONAL SUBDIVISION PUBLIC REPORT COVERS RESIDENTIAL LOTS 125 THROUGH 127, INCLUSIVE, LOTS 136 THROUGH 138, INCLUSIVE, AND LOTS 153 THROUGH 155, INCLUSIVE, OF TRACT NO. 36483.

PINE AT ELDERBERRY PARK (THE "**COMMUNITY**" OR "**PINE AT ELDERBERRY PARK**") IS BEING DEVELOPED BY TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE "**SUBDIVIDER**").

SPECIAL INTEREST AREAS IN THIS CONDITIONAL SUBDIVISION PUBLIC REPORT: YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPHS BELOW ENTITLED: CONDITIONAL SUBDIVISION PUBLIC REPORT, USES AND ZONING, MANAGEMENT AND OPERATION, MAINTENANCE AND OPERATIONAL EXPENSES, 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 CONDITIONAL SUBDIVISION PUBLIC REPORT PRIOR TO ENTERING INTO A CONTRACT TO PURCHASE A LOT IN THIS PHASE OF THE COMMUNITY.

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

CONDITIONAL SUBDIVISION PUBLIC REPORT: THIS IS NOT A FINAL SUBDIVISION PUBLIC REPORT ("**FINAL PUBLIC REPORT**"). THIS IS WHAT IS KNOWN AS A CONDITIONAL SUBDIVISION PUBLIC REPORT ("**CONDITIONAL PUBLIC REPORT**"). IT IS A CONDITIONAL PUBLIC REPORT SINCE THE SUBDIVIDER HAS NOT YET SATISFIED ALL OF THE CONDITIONS NECESSARY FOR THE ISSUANCE OF A FINAL PUBLIC REPORT. UNTIL ISSUANCE OF THE FINAL PUBLIC REPORT NO ESCROW SHALL CLOSE, NO FUNDS SHALL BE RELEASED FROM ESCROW TO THE SUBDIVIDER, AND NO TITLE SHALL BE CONVEYED FOR ANY PORTION OF THE COMMUNITY COVERED BY THIS CONDITIONAL PUBLIC REPORT. HOWEVER, THE SUBDIVIDER MAY ENTER INTO A BINDING AGREEMENT WITH YOU FOR THE PURCHASE OR LEASE OF A LOT IN THIS COMMUNITY IF:

- (A) THE SUBDIVIDER FIRST PROVIDES YOU WITH A COPY OF THIS CONDITIONAL PUBLIC REPORT AND A WRITTEN STATEMENT CONTAINING CERTAIN DISCLOSURES REQUIRED BY BUSINESS & PROFESSIONS CODE SECTION 11018.12(f);
- (B) PROVISION IS MADE IN THE PURCHASE AGREEMENT/CONTRACT AND ESCROW INSTRUCTIONS FOR THE RETURN OF THE ENTIRE SUM OF MONEY PAID OR ADVANCED ("**PURCHASE MONEY**") BY YOU IF A FINAL PUBLIC REPORT HAS NOT BEEN ISSUED DURING THE TERM OF THIS CONDITIONAL PUBLIC REPORT;

(C) PROVISION IS MADE IN THE PURCHASE AGREEMENT/CONTRACT 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 IN THE SETUP OF THE OFFERING. (REFER TO BUSINESS & PROFESSIONS CODE SECTION 11012.);

(D) AS A CONDITION OF THE PURCHASE, DELIVERY OF LEGAL TITLE OR OTHER INTEREST CONTRACTED FOR WILL NOT TAKE PLACE UNTIL ISSUANCE OF A FINAL PUBLIC REPORT.

BEFORE ENTERING INTO A CONTRACT UNDER THE AUTHORITY OF THIS CONDITIONAL PUBLIC REPORT, YOU SHOULD REVIEW THE PURCHASE AGREEMENT/CONTRACT CAREFULLY TO MAKE SURE THAT YOU WILL BE ABLE TO HONOR YOUR OBLIGATIONS WHEN IT IS TIME TO CLOSE ESCROW.

FOR EXAMPLE, IF YOU DO NOT HAVE FUNDS TO COMPLETE THE PURCHASE MONEY LOAN, YOU MAY BE OBLIGATED UNDER THE PURCHASE AGREEMENT/CONTRACT TO KEEP AN ADEQUATE LOAN COMMITMENT IN EFFECT UNTIL THE FINAL PUBLIC REPORT IS ISSUED AND IT IS TIME TO COMPLETE THE PURCHASE.

YOU SHOULD CAREFULLY CONSIDER WHETHER THERE WILL BE CHANGES IN YOUR INCOME, ASSETS OR LIABILITIES THAT COULD MAKE YOUR LENDER UNABLE TO FUND THE LOAN. YOU SHOULD ALSO CONSIDER YOUR PERSONAL SITUATION BEFORE ENTERING INTO THIS CONTRACT AS YOUR DESIRE AND ABILITY TO COMPLETE THE PURCHASE MAY CHANGE.

THE DEPARTMENT OF REAL ESTATE HAS REVIEWED THE PURCHASE AGREEMENT/CONTRACT FORM BUT HAS NOT REVIEWED ANY ARRANGEMENTS YOU MAY ENTER INTO WITH YOUR PURCHASE MONEY LENDER. YOU SHOULD CAREFULLY REVIEW YOUR ARRANGEMENTS WITH THE LENDER.

THE INITIAL TERM OF THIS CONDITIONAL PUBLIC REPORT IS SIX MONTHS. WHEN THE CONDITIONAL PUBLIC REPORT EXPIRES, YOU MAY WISH TO CONSIDER CONTACTING THE SUBDIVIDER TO DISCUSS THE STATUS OF YOUR CONTRACT, SINCE A CONDITIONAL PUBLIC REPORT MAY BE RENEWED FOR ONE ADDITIONAL SIX MONTH TERM.

THIS CONDITIONAL PUBLIC REPORT ALLOWS THE SUBDIVIDER TO ENTER INTO A BINDING CONTRACT WITH YOU, SUBJECT TO YOUR RECEIPT, EXAMINATION, AND ACCEPTANCE OF A FINAL PUBLIC REPORT WITHIN THE TIME PERIOD INDICATED IN YOUR PURCHASE AGREEMENT/CONTRACT.

THE FOLLOWING CONDITIONS MUST BE SATISFIED BY THE SUBDIVIDER BEFORE A FINAL PUBLIC REPORT CAN BE ISSUED:

- EVIDENCE THAT THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELDERBERRY PARK ("DECLARATION" OR "CC&RS") HAS BEEN RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY;
- EVIDENCE THAT THE ARTICLES OF INCORPORATION OF ELDERBERRY PARK COMMUNITY ASSOCIATION ("ASSOCIATION") HAVE BEEN FILED WITH THE CALIFORNIA SECRETARY OF STATE;
- EVIDENCE THAT THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR ELDERBERRY PARK FOR THE PHASE HAS BEEN RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY;
- A CURRENT PRELIMINARY TITLE REPORT OF A LICENSED TITLE INSURANCE COMPANY FOR ALL SUBDIVISION INTERESTS TO BE INCLUDED IN THE FINAL SUBDIVISION PUBLIC REPORT MUST BE ISSUED AND PROVIDED TO THE DRE AFTER RECORDING OF THE ABOVE REFERENCED DOCUMENTS;
- IF APPLICABLE, EVIDENCE THAT THE GRANT DEED TO THE ASSOCIATION FOR THE PHASE HAS BEEN REVIEWED AND ACCEPTED BY THE DRE AND SIGNED, ACKNOWLEDGED AND DEPOSITED IN ESCROW FOR RECORDATION IN ACCORDANCE WITH ESCROW INSTRUCTIONS;
- EVIDENCE THAT FINANCIAL ARRANGEMENTS ACCEPTABLE TO THE DRE HAVE BEEN MADE TO SECURE THE SUBDIVIDER'S OBLIGATION TO PAY THE ASSOCIATION'S REGULAR ASSESSMENTS;
- EVIDENCE THAT THE DRE HAS REVIEWED THE SUBSIDY AGREEMENT BETWEEN SUBDIVIDER AND THE ASSOCIATION;
- EVIDENCE THAT FINANCIAL ARRANGEMENTS ACCEPTABLE TO THE DRE HAVE BEEN MADE TO SECURE THE SUBDIVIDER'S OBLIGATION TO MAKE SUBSIDY PAYMENTS PURSUANT TO THE SUBSIDY AGREEMENT BETWEEN SUBDIVIDER AND THE ASSOCIATION; AND
- EVIDENCE FINANCIAL ARRANGEMENTS ACCEPTABLE TO THE DRE HAVE BEEN MADE TO SECURE THE SUBDIVIDER'S OBLIGATION TO COMPLETE THE FUTURE COMMON AREA PURSUANT TO THE PLANNED CONSTRUCTION STATEMENTS REVIEWED BY THE DRE.

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

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

OVERVIEW OF PINE AT ELDERBERRY PARK

Location:

This Community is located at Butterfield Stage Road and Temecula Parkway within the City of Temecula. Prospective purchasers should acquaint themselves with the kinds of city services available.

Type of Community:

This Community is a common-interest development of the type referred to as a planned residential development. It includes common areas and common facilities which will be maintained by the Elderberry Park Community Association (the “**Association**”).

Interests to Be Conveyed:

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

About this phase:

This Public Report is for the second phase which consists of approximately 1.67 acres divided into 9 residential lots in addition to the common area located on Lot 173 of Tract No. 36483.

Common Area consisting of a concrete v-ditch and walls will be constructed on the common area in this phase. **The estimated completion date is April 2027.**

This phase is part of a total Community which, if developed as proposed, will consist of a total of 21 phases containing 164 lots within the overall projected development. **The estimated completion date is December 2028.**

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

FUTURE DEVELOPMENT OF THE COMMUNITY CANNOT BE PREDICTED WITH ACCURACY. THE SUBDIVIDER HAS THE RIGHT TO BUILD MORE OR FEWER THAN THE NUMBER OF HOMES CURRENTLY PLANNED, CHANGE PRODUCT LINES, ENLARGE OR DECREASE THE SIZE OF HOMES, ADDING LARGER, SMALLER OR DIFFERENTLY DESIGNED MODELS OR CHANGING (PARTIALLY OR IN TOTAL) DESIGNS AND/OR MATERIALS, AT ANY POINT DURING DEVELOPMENT.

DUE TO THE INABILITY TO PREDICT FUTURE MARKET CONDITIONS WITH ACCURACY, THERE ARE NO ASSURANCES THAT THE COMMUNITY WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE.

TOPOGRAPHICAL MAPS IN THE SALES OFFICE, LOT PLOTTING MAPS, MAPS OFFERED BY SUBDIVIDER AND OTHER FORMS SHOWING "COMPLETE" COMMUNITY PROJECTIONS DO NOT NECESSARILY COMMIT THE SUBDIVIDER TO COMPLETE THE COMMUNITY OR, IF COMPLETED, TO COMPLETE THE COMMUNITY AS SHOWN. THE SUBDIVIDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE LOTS WITHIN THE COMMUNITY 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 lots in this Community; 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 LOTS OR LEASE THEM FOR TERMS LONGER THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED FINAL PUBLIC REPORT BEFORE YOU CAN OFFER THE LOTS FOR SALE OR LEASE.

NOTE: WHEN YOU SELL YOUR LOT 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 LOT 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 Common Area:

The Subdivider ***will post*** a bond acceptable to the Department of Real Estate to assure completion of Recreational Facility 1 (Phase 2) located on Lot 166 of Tract No. 36483, as described in the Planned Construction Statement attached to the bond. **The estimated completion date for these improvements is February 2027.**

The Subdivider ***will post*** a bond acceptable to the Department of Real Estate to assure completion of Recreational Facility 2 (Phase 9) located on Lot 166 of Tract No. 36483, as described in the Planned Construction Statement attached to the bond. **The estimated completion date for these improvements is December 2027.**

The Subdivider estimates all common area in this phase will be completed by approximately April 2027.

No escrows will close in this phase until completion of all common area improvements, amenities, and facilities 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 common area in this phase.

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 Community in accordance with the Amended and Completely Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elderberry Park ("**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 Community and which will include Community design/architectural guidelines which will set forth the guidelines and procedures for design/architectural review within the Community. There may also be supplementary declarations or notices of annexation ("**Supplemental Declarations**") which will be recorded against portions of the Community which may set forth additional restrictions and easements covering the areas covered by the Supplemental Declarations (the Declaration, Bylaws, Articles, Supplemental Declarations 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 SUBDIVISION INTEREST UNDER THE FIRST PUBLIC REPORT FOR THE COMMUNITY (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 Declaration: This Community is subject to the Declaration, *to be recorded*, the Supplemental Declaration for this phase, *to be recorded*, and the Declaration of Covenants, Conditions and Restrictions Establishing Solar Shading Restrictions (Elderberry Park), *to be recorded*, all in the Office of the Riverside County Recorder, as the same may be modified, restated or amended.

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

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS, YOU SHOULD READ THE DECLARATION. 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.

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)

THE SUBDIVIDER SHALL MAKE A COPY OF THE ARTICLES, BYLAWS AND THE DECLARATION AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF AN OFFER TO PURCHASE A LOT.

A COPY OF EACH MUST ALSO BE GIVEN TO EACH BUYER AS SOON AS 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 LOT (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.

Proposed Budgets. The Subdivider has submitted proposed budgets for the management, maintenance and operation of the Association's obligations and for long-term reserves when the Community is substantially completed (built-out budget) and interim budgets applicable to these phases. These budgets were reviewed by the Department of Real Estate in September 2026.

Due to uncertainty in the sequence in which phases in this Community will close escrows in individual housing types located in the overall Community, it is difficult to predict at this time the amount of the monthly assessment which will be assessed against each separate interest in the Community. As the overall community is developed and additional phases of the Community become subject to assessment, the level of monthly assessments in existing phases of the Community may increase or decrease, subject to the limitations in the Declaration or Bylaws.

The Community is currently being developed in accordance with the provisions of the Declaration. Because Annual Assessments (as defined in the Declaration) will typically change in amount each time a phase is annexed into the Community and because the annexation of additional phases might occur in quick succession, in order to facilitate the orderly annexation of phases, the Subdivider, with the Department of Real Estate's approval, has established a "Range of Assessment" procedure. Unless terminated earlier by the Subdivider, with the Department of Real Estate's approval, the Range of Assessment procedure will be effective during the period additional phases may be annexed into the Community without the approval of the Association. As the overall Community is developed and additional phases of the Community become subject to Annual Assessments, the monthly Annual Assessment in existing phases of the Community may increase or decrease, subject to the limitations in the Declaration or Bylaws.

Overall Phase 1 Budget: The Subdivider has submitted a proposed interim budget for Phase 1 of the Community for the management, maintenance and operation of the Association's obligations and for long-term reserves. Under this proposed budget, the monthly assessment against each Lot within Phase 1 will be **\$266.18** of which **\$5.22** is a monthly contribution to long-term reserves and is not to pay for current management, maintenance and operating expenses of the Association.

The Range of Assessment Budget. The budgets submitted to the Department of Real Estate contemplate that the Range of Assessment Procedure will commence with Phase 2 of the overall Community. Under the budgets reviewed by the Department of Real Estate for the Community, monthly installments of Annual Assessments that will be levied during the development of the Community commencing with Phase 2 will fall in a range between **\$242.95** and **\$693.89**. Of these amounts, the monthly contributions toward long-term reserves, which are not to be used to pay for current management, maintenance or operating expenses of the Association, will range between **\$54.29** and **\$181.64**.

Under the proposed built-out budget, the monthly assessment for each lot in the Community is anticipated to be **\$335.71** of which **\$73.22** is a monthly contribution to long-term reserves and is not to pay for current management, maintenance and operating expenses of the Association. This is just an estimate and the ultimate built-out budget amount may fall anywhere within the range of assessments provided for the above.

According to the Subdivider, assessments under the proposed interim budget should be sufficient for proper management, maintenance and operation of the Association's obligations until the Community is substantially completed at which time it may be anticipated that assessments will be adjusted. Prior to the close of escrow for the sale of your lot, the Subdivider will provide you with a copy of the budget for your phase, reflecting the amount of the initial assessment you will actually pay to the Association.

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

PRIOR TO THE CLOSE OF ESCROW FOR THE SALE OF YOUR LOT, THE SUBDIVIDER WILL PROVIDE YOU WITH A COPY OF THE BEST CASE AND THE WORST CASE BUDGET INCLUDING A COPY OF THE ASSOCIATION'S OPERATING BUDGET FOR THE CURRENT FISCAL YEAR.

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 LOTS 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 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 COMMUNITY.** 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 lots in this Phase on the first day of the month following the conveyance of the first lot in this phase of the Community. The Subdivider must pay assessments to the Association on all unsold lots in this phase of the Community (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 Declaration. 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.

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 [HTTP://WWW.GOSOLARCALIFORNIA.CA.GOV/](http://www.gosolarcalifornia.ca.gov/).

Subsidy Agreement. The Subdivider *will enter* into an agreement with the Association to temporarily subsidize a portion of your monthly assessment. The Subsidy Agreement ("**Agreement**") commences with the first close of escrow for the sale of a lot in the phase in which a total of more than eight (8) lots are brought under Annual Assessment (currently estimated to be the first closing in DRE Phase 2, in February of 2027), and it shall continue in effect for an initial term of twelve (12) months with automatic extensions of six (6) months each thereafter and terminates on (a) the date that is twenty-two (22) months following the date on which this Agreement commences or was last extended or (b) the date on which at least 164 Lots in the Community are under Assessment (currently estimated to occur with the first Close of Escrow in DRE Phase 21 in December of 2028). During the term of the Agreement, the Subdivider will subsidize the monthly installment of Regular Assessments. The amount of the monthly subsidy for each lot shall be the difference between **THREE HUNDRED THIRTY-FIVE AND 71/100 DOLLARS (\$335.71)** ("**Subsidized Assessment**") and the then-current monthly installment of the Annual Assessment as listed in the DRE-reviewed Budget of the Association for the phase, plus any increase or less any decrease in Annual Assessments established by the Association's Board of Directors.

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

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

Zoning

North: Residential
South: Mixed Residential/Commercial Corridor
East: Open Space

West: Residential

Uses and Hazards

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

- This Community is surrounded by major transportation corridors including De Portola Road, Temecula Parkway, Butterfield Stage Road and Margarita Road.

Natural Hazards.

A County-level determination has been made that the site is in a **mapped Wildland-Urban Interface**.

A City-level determination has been made that the site is in a **mapped Liquefaction Hazard Zone identified by the City**.

Area of Potential Flooding. The Subdivider has advised that all or portions of the Community 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 Community 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.

Right to Farm: This Community 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, as a buyer of a residence in the Community, you 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 during any 24-hour period. 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 Civil Code or any pertinent local ordinance.

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

Energy Efficiency Standards and Duct Sealing Requirements. The Natural Hazards Disclosure Statement indicates that the Community 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. Please refer to the Natural Hazard Disclosure Statement for more information.

The Subdivider has advised that all or portions of the Community subject to this Public Report are NOT IN a High or a Very High Hazard Severity Zone.

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 ZONE DECREASES BEFORE YOU CLOSE ESCROW ON THE PROPERTY, SUBDIVIDER WILL BE REQUIRED TO PROVIDE YOU WITH AN UPDATED INDIVIDUAL NATURAL HAZARD DISCLOSURE REPORT FOR YOUR REVIEW BEFORE YOU CLOSE ESCROW.

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 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.

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.

You should review the Individual Natural Hazard Disclosure Report for additional information regarding the fire hazard severity zone designations. In addition to the disclosures set forth in the Individual Natural Hazard Disclosure Report, you are advised that property located within a fire hazard severity zone may be subject to additional requirements which may include, without limitation, requirements such as the following: (i) additional construction requirements which you would be required to comply with in the event you make modifications to the home; (ii) requirements relating to landscape installation and defensible space; (iii) additional maintenance requirements such as adequate vegetation clearance and other fire-safety practices; and (iv) additional disclosure and compliance documentation requirements when you re-sell the home; all as applicable. You should contact the local fire authority for more detailed information and you are also encouraged to review information on the Cal Fire website: <https://www.fire.ca.gov>. Both state and local agencies impose fire-related requirements and you will be required to comply with all such requirements as they may be updated from time to time as best practices evolve. In addition to the foregoing, you are advised that maps are updated periodically, and Subdivider makes no representations, guarantees or warranties with respect to any future fire hazard severity zone designations.

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

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 LOT IN THIS PHASE OF THE COMMUNITY.

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

TITLE

Ownership: A preliminary report shows title to said estate or interest, as of the date of this Public Report, to be vested in MRP HTMHCB, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

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, mechanics liens, monetary encumbrances, trust deeds, utilities, rights of way and Declaration. In most instances, copies of documents can be provided to you upon request.

Easements: Easements for utilities and other purposes are shown on the title report and Subdivision Map, **Tract No. 36483**, as per map filed in **Book 503, Pages 1 through 13**, inclusive, of Maps, in the Office of the Riverside County Recorder.

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

TAXES

Regular Taxes: The maximum amount of any tax on real property that can be collected annually by counties is 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 property tax rate for the Community is 1.02572% for tax year 2025/2026.

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

Notice of Your ‘Supplemental’ Property Tax Bill

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

Special Taxes and Assessments:

This Community lies within the boundaries of the following assessment districts and are subject to any taxes, assessments and obligations thereof:

Temecula Community Services District – Parks and Lighting. This Community lies within the boundaries of the Temecula Community Services District – Parks and Lighting and is subject to any taxes, assessments and obligations thereof. This District was formed to finance the operation, construction and maintenance of landscape and lighting of parks and park facilities within the District. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$74.44**. The administration of this District will be provided by the City of Temecula/Webb Municipal Finance.

Temecula Community Services District – Residential Street Lights. This Community lies within the boundaries of the Temecula Community Services District – Residential Street Lights and is subject to any taxes, assessments and obligations thereof. This District was formed to finance the operation, construction and maintenance of residential street lighting. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$25.68**. The administration of this District will be provided by the City of Temecula/Webb Municipal Finance.

Metropolitan Water District – Standby East. This Community lies within the boundaries of the Metropolitan Water District – Standby East and is subject to any taxes, assessments and obligations thereof. This District was formed to pay for water standby charges. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$6.94**. The administration of this District will be provided by Willdan Financial Services.

Eastern Municipal Water District Infrastructure Availability Rate. This Community lies within the boundaries of the Eastern Municipal Water District Infrastructure Availability Rate and is subject to any taxes, assessments and obligations thereof. This District was formed to pay for combined water and sewer service standby charges. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$11.60**. The administration of this District will be provided by Eastern Municipal Water District.

Riverside County Flood Control and Water Conservation District/Santa Margarita Watershed Benefit Assessment Area (NPDES Program). This Community lies within the boundaries of the Riverside County Flood Control and Water Conservation District/Santa Margarita Watershed Benefit Assessment Area (NPDES Program) and is subject to any taxes, assessments and obligations thereof. This District was formed to pay for water standby charges. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire.

As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$4.00**. The administration of this District will be provided by Riverside County Flood Control and Water Conservation District/DTA.

Temecula Community Services District – Recycling and Refuse Collection. This Community lies within the boundaries of the Temecula Community Services District – Recycling and Refuse Collection and is subject to any taxes, assessments and obligations thereof. This District was formed to pay for the operation and administration of the refuse collection program, including recycling services for all developed residential homes (or “Households”) within the District. The District budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of the Public Report, it is anticipated the projected 2025-2026 assessment for each lot within this Community will be **\$363.68**. The administration of this District will be provided by the Temecula Community Services District/Webb Municipal Finance.

Temecula Public Financing Authority Community Facilities District No. 25-01 (Elderberry Park). This Community lies within the Temecula Public Financing Authority Community Facilities District No. 25-01 (Elderberry Park) and is subject to any taxes, assessments and obligations thereof. The Subdivider **must** provide purchasers with a disclosure entitled “**Notice of Special Tax**” prior to a purchaser entering into a contract to purchase. This Notice contains important information about district functions, purchaser’s obligations, rights of the district and information on how to contact the district for additional materials. Purchasers should thoroughly understand the information contained in the Notice prior to entering into a contract to purchase. This special tax appears on the yearly property tax bill, and is **in addition to** the tax rate affecting the property described above in the section entitled “**TAXES**”.

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

FINANCING

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 lot in this Community 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. [Refer to Business and Professions Code Sections 11013 and 11013.4(a)].

If the escrow has not closed on your lot 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.

IF THE FINAL PUBLIC REPORT HAS NOT BEEN ISSUED WITHIN SIX (6) MONTHS FROM THE DATE OF ISSUANCE OF THIS CONDITIONAL PUBLIC REPORT, YOU MAY REQUEST THE RETURN OF YOUR DEPOSIT. THE TERM OF THIS CONDITIONAL PUBLIC REPORT MAY BE EXTENDED FOR AN ADDITIONAL SIX (6) MONTH TERM.

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 LOTS IN THIS PHASE OF THE COMMUNITY.

SOILS AND GEOLOGIC CONDITIONS

Soils filled ground and geologic information are available at: City of Temecula, Department of Public Works, 41000 Main Street, Temecula, California 92590. All lots contain filled ground.

CALIFORNIA IS SUBJECT TO GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THE UNIFORM BUILDING CODE, APPENDIX CHAPTER 33, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM SUCH GEOLOGIC HAZARDS. THIS COMMUNITY IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY CONTACT THE SUBDIVIDER, THE ENGINEERING GEOLOGIST, AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH APPENDIX CHAPTER 33 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS COMMUNITY.

Schools: This Community lies within the Temecula Valley Unified School District, 31350 Rancho Vista Road, Temecula, CA 92592, (951) 506-7925. The District advises the schools initially available for the 2026-2027 school year for this Community are:

Abby Reinke Elementary School (K-5)
43799 Sunny Meadows Drive
Temecula, CA 92592
(951) 302-6610

Temecula Middle School (6-8)
42075 Meadows Parkway
Temecula, CA 92592
(951) 302-5151

Temecula Valley High School (9-12)
31555 Rancho Vista Road
Temecula, CA 92592
(951) 695-7300

This school information was provided prior to the date of issuance of this Public Report and is subject to change. For the most current information regarding school assignments, facilities and bus service, purchasers are encouraged to contact the school district.

CONTACTING THE DEPARTMENT OF REAL ESTATE

If you need clarification as to the statements in this Public Report or if you desire to make arrangements to review the documents submitted by the Subdivider which the Department of Real Estate used in preparing this Public Report, you may contact:

**Department Real Estate
Subdivisions South
320 West 4th 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]