

*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.: 172602LA-F00

ISSUED: AUGUST 16, 2023

EXPIRES: AUGUST 15, 2028

for a Final Subdivision Public Report on

TRACT NO. 20303

RADIUS AT PIEMONTE
(PHASE 3)

DEPARTMENT OF REAL ESTATE

By 

SAN BERNARDINO COUNTY, CALIFORNIA

VERONICA CORPIN
Printed Name

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.

RE 646 (Rev. 1/20)

SPECIAL NOTES

THIS FINAL SUBDIVISION PUBLIC REPORT COVERS PHASE 3 OF RADIUS AT PIEMONTE (THE "**SUBDIVISION**" OR "**PROJECT**"), CONSISTING OF RESIDENTIAL UNITS 101, 201, 202, 203, 204, 205, 301, 302, 303, 304 AND 305, AND "ASSOCIATION PROPERTY" (AS DEFINED IN THE PROJECT DECLARATION) CONSISTING OF A PORTION OF LOT 1 AS DEPICTED ON THE CONDOMINIUM PLAN FOR THIS PHASE OF TRACT NO. 20303, WHICH 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: MANAGEMENT AND OPERATION, MAINTENANCE AND OPERATIONAL EXPENSES, AND USES/ZONING/HAZARD DISCLOSURES.

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

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

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

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

OVERVIEW OF SUBDIVISION

Location. The Subdivision is located near the intersection of Ontario Center Parkway and Via Alba, within the City of Ontario. Prospective purchasers within the Subdivision should acquaint themselves with the kinds of City services available.

Type of Subdivision. The Subdivision is a common interest subdivision of the type referred to as a condominium. It will be operated by an incorporated nonprofit mutual benefit corporation.

Interests to be Conveyed. You will receive fee title to a specified unit and an undivided fractional fee title interest in the Condominium Common Area in this Phase, as shown on the Condominium Plan for this Phase, together with a membership in the Radius Community Association (the "**Project Association**") and rights to use the Association Property.

About This Phase. This Public Report is for the third (3rd) phase of the Subdivision which consists of approximately 0.6948 acres on which one building consisting of 11 units, with each unit having a two-car garage. There will be 34 guest parking spaces available in the Subdivision including 2 handicap spaces. Common amenities in this phase consist of landscaping, concrete drive aprons and sidewalks, decks, deck railing, lighting, fencing, and utility doors will be constructed on a portion of Lot 1. The estimated completion date for this Phase is November 2023.

If completed as presently planned, the Subdivision will be developed in ten (10) phases containing 110 residential units. The estimated completion date for the Subdivision is July 2024.

THE PROJECT IS PART OF THE MIXED-USE DEVELOPMENT COMMONLY KNOWN AS "PIEMONTE AT ONTARIO CENTER" ("**PIEMONTE AT ONTARIO CENTER**"). THE PIEMONTE AT ONTARIO CENTER IS PART OF THE OVERALL AREA COMMONLY KNOWN AS "THE ONTARIO CENTER" ("**THE ONTARIO CENTER**"). THE PIEMONTE AT ONTARIO CENTER WILL BE DEVELOPED IN MULTIPLE PHASES BY A NUMBER OF RESIDENTIAL AND COMMERCIAL BUILDERS OVER A PERIOD OF YEARS. IF DEVELOPED AS PLANNED, THE RESIDENTIAL PORTION OF THE PIEMONTE AT ONTARIO CENTER MAY CONSIST OF UP TO 806 HOMES, AS WELL AS RETAIL AND COMMERCIAL DEVELOPMENTS. THE SUBDIVIDER IS NOT THE DEVELOPER OF THE PIEMONTE AT ONTARIO CENTER OR THE ONTARIO CENTER AND HAS NO CONTROL OVER THE DEVELOPMENT OF THE PIEMONTE AT ONTARIO CENTER OR THE ONTARIO CENTER. THERE IS NO ASSURANCE THAT ANY PORTION OF THE SUBDIVISION, THE PIEMONTE AT ONTARIO CENTER OR THE ONTARIO CENTER WILL BE DEVELOPED OR COMPLETED AS PROPOSED AND AS DESCRIBED IN THIS FINAL PUBLIC REPORT.

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

DUE TO THE INABILITY TO PREDICT FUTURE MARKET CONDITIONS WITH ACCURACY, THERE ARE NO ASSURANCES THAT THE SUBDIVISION, THE PIEMONTE AT ONTARIO CENTER AND THE ONTARIO CENTER WILL BE BUILT AS CURRENTLY PLANNED, OR PURSUANT TO ANY PARTICULAR BUILD-OUT SCHEDULE. TOPOGRAPHICAL MAPS IN THE SALES OFFICES, LOT PLOTTING MAPS, MAPS OFFERED BY THE SUBDIVIDER AND OTHER MATERIALS SHOWING "COMPLETE" SUBDIVISION PROJECTIONS DO NOT COMMIT THE SUBDIVIDER TO COMPLETE THE SUBDIVISION OR, IF COMPLETED, TO COMPLETE THE SUBDIVISION AS SHOWN. THE SUBDIVIDER MAY SELL AT ANY TIME, ALL OR ANY PORTION OF THE CONDOMINIUM UNITS WITHIN THE PROJECT TO ANY THIRD PARTY, INCLUDING OTHER DEVELOPERS OR BUILDERS.

Sale of All Residences. The Subdivider has indicated that it intends to sell all of the units in the Subdivision. However, any owner, including the Subdivider, has a legal right to rent or lease the owner's unit(s).

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

NOTE. WHEN YOU SELL YOUR UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE GOVERNING DOCUMENTS OF THE PROJECT ASSOCIATION. YOU MUST ALSO GIVE THAT PERSON A TRUE STATEMENT CONCERNING ANY DELINQUENT ASSESSMENTS, PENALTIES, ATTORNEYS' FEES OR OTHER CHARGES, ASSESSED IN ACCORDANCE WITH THE PROJECT DECLARATION, AND/OR OTHER MANAGEMENT DOCUMENTS FOR 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 ATTORNEYS' FEES AND DAMAGES (CALIFORNIA CIVIL CODE SECTION 4540).

Completion of Association Property.

The Subdivider has posted a bond in the amount of \$714,795.00 that is acceptable to the DRE to assure completion of the recreation facility improvements described in the Planned Construction Statement to be attached to the bond. The estimated completion date is November 2023.

The Subdivider has posted a bond in the amount of \$13,443.00 that is acceptable to the DRE to assure completion of the private street improvements located within Phase 3 described in the Planned Construction Statement to be attached to the bond. The estimated completion date is November 2023.

The Subdivider has posted a bond in the amount of \$9,731.00 that is acceptable to the DRE to assure completion of the private street improvements located in Phase 10 described in the Planned Construction Statement to be attached to the bond. The estimated completion date is October 2023.

The Subdivider estimates all common facilities in this Phase will be completed by approximately November 2023.

No escrows will close in this Phase until completion of all Association Property improvements, amenities and facilities or, as an alternative, the Subdivider has submitted a bond or other security acceptable to the DRE under the provisions of Section 11018.5 of the California Business and Professions Code to assure lien free completion of all Association Property improvements in this Phase.

This is a phased subdivision on one lot.

The Subdivider advises that each buyer and the Project Association will receive a special title endorsement insuring him/her/it against future mechanic liens which may be incurred in the construction of condominium units in the additional phases of Lot 1 of this Project. 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 of 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 any statutory lien for labor or materials attaching to the Land arising out of any work or improvement within Lot 1 of Tract 20303 whether such improvements have been completed, are under construction or are to be constructed after the Policy Date. Excluded from coverage hereunder are any liens arising from any work of improvements to which the insured has contracted or consented, including any work of improvement to which the insured is deemed to have consented pursuant to Section 4615 of the California Civil Code."

Should the owner of a condominium unit in this Phase of the Subdivision sell his/her unit to another buyer prior to the completion of the final phases of Lot 1, he/she should inform the new buyer that a special future mechanic lien endorsement should be obtained from their title insurance company.

NOTWITHSTANDING ANY PROVISION IN THE CONTRACT 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 THE SUBDIVIDER.

MANAGEMENT AND OPERATION

Project Association Obligations and Governing Documents. The Project Association of which you become a member at the time your purchase of a unit closes escrow, is governed by, and manages, maintains, and operates the Project in accordance with the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Radius at Piemonte (the "**Project Declaration**"), the Articles of Incorporation and the Bylaws. In addition, the Project Association may adopt rules and regulations and design guidelines that will set forth the rules for uses within the Project and the guidelines and procedures for design/architectural review within the Project. There may also be additional Supplemental Declarations recorded against other portions of the that may set forth additional restrictions and easements for the areas covered by such declarations. (These documents are collectively referred to as the "**Project Governing Documents**"). You should review each of these Project Governing Documents carefully.

Initial Meeting of the Project Association. THE PROJECT ASSOCIATION WILL BE FORMED PURSUANT TO THE TERMS AND PROVISIONS OF THE PROJECT GOVERNING DOCUMENTS. SINCE THE ASSOCIATION PROPERTY IMPROVEMENTS, AMENITIES AND FACILITIES WILL BE MAINTAINED BY THE PROJECT ASSOCIATION, IT IS ESSENTIAL THAT THE PROJECT ASSOCIATION BE FORMED EARLY AND PROPERLY. THE PROJECT ASSOCIATION MUST HOLD THE FIRST MEMBERSHIP MEETING AND ELECTION OF THE PROJECT ASSOCIATION GOVERNING BODY WITHIN FORTY-FIVE (45) DAYS AFTER THE CLOSE OF ESCROW FOR THE SALE OF FIFTY-ONE PERCENT (51%) OF THE CONDOMINIUMS UNDER THE FIRST FINAL PUBLIC REPORT FOR THE PROJECT BUT IN NO EVENT

LATER THAN SIX (6) MONTHS AFTER THE CLOSING OF THE SALE OF THE FIRST SUBDIVISION INTEREST UNDER THE FIRST FINAL PUBLIC REPORT FOR THE PROJECT (REGULATIONS 2792.17 AND 2792.19). THE PROJECT ASSOCIATION MUST ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. THEREAFTER, THE PROJECT ASSOCIATION MUST HOLD ELECTIONS OF THE PROJECT ASSOCIATION'S GOVERNING BODY IN ACCORDANCE WITH THE PROJECT GOVERNING DOCUMENTS. THE PROJECT ASSOCIATION MUST THEN ALSO PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS AN ANNUAL BUDGET REPORT, WHICH INCLUDES, AMONG OTHER THINGS, A PRO FORMA BUDGET AND A SUMMARY OF THE PROJECT ASSOCIATION'S RESERVES BASED UPON THE MOST RECENT REVIEW OR STUDY CONDUCTED PURSUANT TO SECTION 5500 ET SEQ OF THE CALIFORNIA CIVIL CODE.

Piemonte at Ontario Center and The Ontario Center Associations. In addition to being subject to the Project Association, the Project is also subject to the Piemonte at Ontario Center Owners Association ("POCOA") as part of the Piemonte at Ontario Center and The Ontario Center Owners Association ("TOCOA") as part of The Ontario Center.

POCOA: POCOA is the management body for the Piemonte at Ontario Center and is responsible for enforcing the covenants, conditions, restrictions and easements set forth in the "POCOA Declaration" defined below, levying assessments in accordance with the POCOA Declaration and maintaining those improvements to be maintained by POCOA under the POCOA Declaration, including without limitation the private streets, pedestrian network, project signage, landscaped areas and other improvements serving the Piemonte at Ontario Center. The responsibilities of POCOA are generally set forth in the POCOA Declaration. The affairs of POCOA are conducted by a board of directors elected by the members of POCOA as provided in the POCOA Declaration and/or Bylaws of POCOA. You are not entitled to any vote in the affairs of POCOA; however, the Project Association, as a member of POCOA, may vote on behalf of the Project, is entitled to cast the votes allocated to the Project under the POCOA Declaration and has the right to jointly share in the appointment of one director to the board of directors of POCOA on a rotating director / rotating term basis with the homeowners association(s) of other residential subdivisions in the Piemonte at Ontario Center development.

TOCOA: The Ontario Center Owners Association ("TOCOA") is the management body for The Ontario Center and is responsible for enforcing the covenants, conditions, restrictions and easements set forth in the "TOCOA Declaration" defined below, levying assessments in accordance with the TOCOA Declaration and maintaining those improvements to be maintained by TOCOA under the TOCOA Declaration, including without limitation the common area setbacks within The Ontario Center and the view corridor located in the center of The Ontario Center. The responsibilities of TOCOA are generally set forth in the TOCOA Declaration. The affairs of TOCOA are conducted by a board of directors elected by the members of TOCOA as provided in the TOCOA Declaration and/or Bylaws of TOCOA. You are not entitled to any vote in the affairs of TOCOA; however, the Project Association, as a member of TOCOA, may vote on behalf of the Project and is entitled to cast the votes allocated to the Project under the TOCOA Declaration.

Project Declaration and Other Declarations. The Project will be subject to the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Radius at Piemonte

recorded March 1, 2023 as Instrument No. 2023-0049557 (the “**Project Declaration**”) and the Supplemental Declaration and Notice of Addition of Territory for Radius at Piemonte (Phase 3)-Units 101, 201-205, and 301-305 of Tract 20303 recorded July 19, 2023 as Instrument No. 2023-0176262, both in the Office of the San Bernardino County Recorder. Amendments or restatements of, or supplements to, the above referenced documents may also be recorded under the terms of such documents, without modification of this Public Report. You may ask Subdivider about such changes. If you purchase a unit this information will be included in your title policy.

Piemonte at Ontario Center and The Ontario Center Declarations. The Project is subject to the following declaration for POCOA (the “**POCOA Declaration**”): the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Piemonte at Ontario Center recorded on September 14, 2017 as Instrument No. 2017-0381173, as amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Piemonte at Ontario Center recorded on July 15, 2021 as Instrument No. 2021-0319927, both in the Official Records of San Bernardino County, as amended, restated and/or re-recorded from time to time.

The Project is also subject to the following declarations for TOCOA (the “**TOCOA Declaration**”): (i) the Declaration of Conditions, Easements and Restrictions - The Ontario Center recorded on December 28, 1983 as Instrument No. 83-304769, as amended by the First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on December 3, 1985 as Instrument No. 85-305152, the Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on March 24, 1986 as Instrument No. 86-075242, the Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on November 16, 1987 as Instrument No. 87-406521, the Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on May 16, 2003 as Instrument No. 2003-0330335, and the Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on March 19, 2007 as Instrument No. 2007-0171241, all in the Official Records of San Bernardino County, as amended, restated and/or re-recorded from time to time.; and (ii) the Declaration of Annexation recorded on October 16, 2006 as Instrument No. 2006-0704823, as amended by the Amendment to Declaration of Annexation recorded on August 26, 2009 as Instrument No. 2009-0377607, the Second Amendment to Declaration of Annexation recorded on December 16, 2009 as Instrument No. 2009-0557948, the Third Amendment to Declaration of Annexation recorded on April 9, 2014 as Instrument No. 2014-0125385, and the Fourth Amendment to Declaration of Annexation recorded on July 15, 2021 as Instrument No. 2021-0319926, all in the Official Records of San Bernardino County, as amended, restated and/or re-recorded from time to time.

Private Street Maintenance and Use Agreement. The Subdivision is served by private streets located on portions of Lot 1 of Tract No. 20303 (collectively, the “**Private Streets**”). The Subdivider will enter into a Private Street Maintenance and Use Agreement for Radius at Piemonte (“**Street Agreement**”) with the Project Association in order to provide for the maintenance and use of the private streets located within Radius at Piemonte. The Subdivider anticipates the Private Streets will be conveyed to the Project Association in DRE Phase 10, which is anticipated to occur on or about October 2023.

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

Documents to be Furnished. SUBDIVIDER STATED IT WILL FURNISH EACH INDIVIDUAL PURCHASER WITH THE DRE-REVIEWED PROJECT ASSOCIATION BUDGET.

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

SUBDIVIDER MUST **MAINTAIN AND DELIVER** TO THE PROJECT 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 PROJECT ASSOCIATION TO PERFORM THEIR RESPECTIVE DUTIES AND RESPONSIBILITIES. (SECTION 11018.5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE AND SECTION 4800 OF THE CALIFORNIA CIVIL CODE.)

SUBDIVIDER SHALL MAKE A COPY OF THE PROJECT GOVERNING DOCUMENTS AVAILABLE FOR EXAMINATION BY A PROSPECTIVE BUYER BEFORE EXECUTION OF A PURCHASE AGREEMENT. A COPY OF EACH MUST ALSO BE GIVEN TO EACH OWNER AS SOON AS PRACTICABLE BEFORE CLOSE OF ESCROW. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS, AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A UNIT (CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 11018.6). YOU MAY BE GIVEN ADDITIONAL DISCLOSURES BY THE SUBDIVIDER THAT CONTAIN IMPORTANT INFORMATION REGARDING THE SUBDIVISION. YOU ARE ADVISED TO READ ALL DISCLOSURES THOROUGHLY AS THEY MAY CONTAIN SPECIFIC INFORMATION THAT COULD IMPACT YOUR DECISION TO PURCHASE A RESIDENTIAL UNIT WITHIN THE SUBDIVISION.

MAINTENANCE AND OPERATIONAL EXPENSES

PROJECT ASSOCIATION TO LEVY ASSESSMENTS. THE PROJECT ASSOCIATION HAS THE RIGHT TO LEVY ASSESSMENTS AGAINST YOU FOR MAINTENANCE OF THE ASSOCIATION PROPERTY, AMENITIES AND FACILITIES, AND OTHER PURPOSES. YOUR CONTROL OF OPERATIONS AND EXPENSES IS LIMITED TO THE RIGHT OF YOUR ELECTED REPRESENTATIVES TO VOTE ON CERTAIN PROVISIONS AT PROJECT ASSOCIATION MEETINGS.

POCOA and TOCOA Assessments. The monthly assessment levied by the Project Association will include your allocable share of the assessments levied by POCO and TOCO. An estimate of your allocable shares of (i) the POCO assessment is set forth in the Project Association budget under the line item described as "POCO Assessment" and (ii) the TOCO assessment is set forth in the Project Association budget under the line item described as "TOCO and POCO."

Project Association Budgets: The Subdivider has submitted budgets for the maintenance and operation of the Association Property and for long-term reserves when the Project is substantially completed (built-out budget) and interim budgets applicable to the phases of the Subdivision. These budgets were reviewed by the DRE in March 2023. You should obtain copies of these proposed budgets from the Subdivider.

Under the built-out budget, the monthly installment of assessments against each Unit is currently estimated to be approximately **\$430.01**. The Project Association may or may not elect to use this budget when additional phases are annexed. Under the interim budget for **Phase 3**, the monthly installment of assessments against each Unit is currently estimated to be approximately **\$596.64**. Of these amounts, the monthly contributions toward long-term reserves, which are not to be used to pay for current operating expenses, are estimated to be approximately **\$134.33** and **\$147.38**, respectively.

IF THE BUDGET FURNISHED TO YOU BY THE SUBDIVIDER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH IS AT LEAST 20% MORE OR AT LEAST 10% LESS THAN THE ASSESSMENT AMOUNT SHOWN IN THIS PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE.

NOTE: EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

Project Association Budget Information Provided By Subdivider. DELINQUENCIES IN THE PAYMENT OF ASSESSMENTS AFFECT THE ABILITY OF THE PROJECT ASSOCIATION TO PERFORM ANY OR ALL OF ITS RESPONSIBILITIES AND COULD ALSO RESULT IN UNFORESEEN SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES OR A SIGNIFICANT REDUCTION IN BUDGETED PROJECT ASSOCIATION SERVICES. THE SUBDIVIDER MUST IMMEDIATELY NOTIFY THE DRE IN WRITING, IF DELINQUENT ASSESSMENTS HAVE CAUSED THE PROJECT ASSOCIATION TO RECEIVE TEN PERCENT (10%) LESS INCOME THAN REFLECTED IN THE THEN CURRENT PROJECT ASSOCIATION BUDGET (REGULATION 2800K).

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

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

insufficient to properly maintain, operate, repair or replace the common facilities in the Project Association may increase their respective Annual Assessments or levy one or more Special Assessments (as defined in the Project Declaration) in accordance with the Project Governing Documents in order to provide such funding, which may affect your ability to purchase, or, as an alternative, the Project Association may decide to defer maintenance or eliminate services.

Utility Rates. Increases in Annual Assessments or Special Assessments may be required as a measure to provide adequate funds to compensate for potential utility rate increases (excluding any sub-metered water fees billed directly to owners). Purchasers should be aware of the possible effect these increases may have on their homeowner assessments.

Assessments Increases/Decreases. The Project Association may increase or decrease assessments at any time in accordance with the procedure prescribed in the Project Governing Documents. In considering the advisability of a decrease or a smaller increase in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

Commencement of Assessments. Annual Assessments for the Project 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. Subdivider must pay assessments to the Project Association for all unsold units in this Phase (Regulations 2792.9 and 2792.16).

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

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

Subsidy of Project Association: Subdivider has submitted for review a Subsidy Agreement ("Subsidy Agreement") to DRE. The Subdivider intends to enter into the Subsidy Agreement with the Project Association to temporarily subsidize a portion of the monthly assessments in the earlier phases of the Project. The term of the Subsidy Agreement will commence on the date of the first close of escrow for the sale of a unit in DRE Phase 1 and will terminate on the date which is the earlier to occur of: (a) the date which is one (1) year after the date of the first close of escrow for the sale of a Condominium in DRE Phase 1; or (b) the first close of escrow in DRE Phase 6. During the term, the subsidized monthly assessment amount for each condominium unit will be **\$468.72**. Upon the expiration of the Subsidy Agreement, assessments will increase to the amount under the current budget for the Project Association. This means that your assessment payment could increase. You are advised to carefully review the terms of the Subsidy Agreement.

Subdivider will have the right unilaterally to extend the term of the Subsidy Agreement in six (6) month increments, provided it has furnished the additional security required. Should Subdivider elect to extend the term of the Subsidy Agreement, it shall notify the Project Association in writing of such election and the expiration date of the extended term. Please see the Subsidy Agreement for full details.

Subdivider has posted a bond as partial security for the obligation to pay the subsidy under the Subsidy Agreement. The governing body of the Project Association should assure itself that Subdivider has satisfied its obligations to the Project Association with respect to the payment of the subsidy 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 : California Solar Consumer Protection Guide 2021
https://www.cpuc.ca.gov/-/MEDIA/CPUC-WEBSITE/DIVISIONS/ENERGY-DIVISION/DOCUMENTS/SOLAR-GUIDE/SOLARGUIDE22_011922.PDF

USES/ZONING/HAZARD DISCLOSURES

The Subdivider has set forth below references to various zoning, uses, 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, which may be of concern to you regarding the Project, the Piemonte at Ontario Center and The Ontario Center and all existing, proposed or possible future uses in or near the Project, the Piemonte at Ontario Center and The Ontario Center. 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: Commercial; Retail; E. 4th Street; Residential
South: Commercial; Retail; Ontario Center Parkway; parking lots.
East: Commercial; Retail; Concours Street
West: Hotel; Residential; Via Piemonte; Vacant land

ADDITIONAL LAND USES AND MISCELLANEOUS DISCLOSURES. Subdivider advises of the following significant uses and conditions in the surrounding area and within the Project. This list is not meant to be all-inclusive, and you may be provided with additional disclosures of uses and conditions.

Mixed-Use Development (Including Adjacent Hotel): The Piemonte at Ontario Center, of which the Subdivision is a part, is currently zoned for a mix of urban commercial, retail, office, residential, entertainment and special (i.e., hotel) land uses. The hotel Element Ontario is located immediately adjacent to the Subdivision at 900 Via Piemonte. As currently built, the 4-story, 131-room hotel includes an outdoor pool and patio, dining and meeting areas and is a venue for weddings and other events. Combining commercial, retail, office, residential and other special land uses in a mixed-use development may present a number of issues and concerns which may not otherwise be present in a strictly residential community, including without limitation additional noise, significant noise from trash trucks and delivery vehicles at all hours of the day, noise from patrons of the hotel and adjacent retail businesses, light spillage, odors, fumes, air pollution, smoke, vibration, vehicular traffic, pedestrian traffic, trash, diminished security and other similar issues and/or disturbances associated with any area where commercial, retail, office, entertainment and hotel activities are present or prevalent. Subdivider has no control over the current or future tenancies or vacancies of the commercial, retail and residential locations surrounding the Subdivision and does not control the land use or zoning of the adjacent properties and makes no representations about future land uses on adjacent or nearby properties.

Surrounding Commercial/Retail Uses: The Piemonte at Ontario Center shopping center is located directly across the street (Via Alba) from the Subdivision and includes, without limitation, retail stores (including Target, Sam's Club, CVS, DSW Designer Shoe Warehouse and Pet Smart), entertainment center/sports bar (including Big Al's), bank/financial institution(s) and restaurants. In addition, public parking areas are in close proximity to the Subdivision. Residents within the Subdivision may experience glare from lighting within the shopping center and parking areas as well as noise and odors associated with shopping center operations which may include, without limitation, delivery trucks, refuse disposal trucks, sweeping of parking lots, use of loud speakers during special events and cooking aromas from restaurant kitchen vents. Deliveries and trash hauling may take place at any time, including late evening and early morning. The use of the shopping center and public parking areas will also cause increased pedestrian and vehicular traffic in the vicinity of the Subdivision. In addition, Ontario Mills (a shopping outlet with more than 200 retail stores, entertainment and dining) is located at Milliken Avenue and Ontario Mills Parkway, north of the Subdivision, and The Marketplace at Ontario Center (retail stores and dining) is located at 921 N. Milliken Avenue, southeast of the Subdivision. These surrounding commercial and retail uses may cause inconveniences in the form of noise, vibrations, vehicle emissions, odors and increased traffic.

Toyota Arena: The Toyota Arena ("Arena"), a multi-purpose enclosed arena, is located immediately south of the Subdivision at 4000 Ontario Center, across Ontario Center

Parkway. The 225,000 square-foot venue is owned by the City of Ontario and can accommodate more than 11,000 guests and is home to several sports teams. The Arena may host hundreds of events annually, including without limitation concerts and sports events. During use of the Arena, owners and other residents in the Subdivision may experience inconveniences in connection with the use of the Arena, including without limitation, increased vehicular and pedestrian traffic, light spillage, odors, smoke, fumes and noise generated by events held at the Arena.

Fire Station: A fire station is located approximately 1 mile southwest of the Project.

Ontario International Airport: The Ontario International Airport, a full-service airport with commercial jet service to major cities in the United States and service to many international destinations, is located approximately 1.9 miles from the Project (see Notice of Airport in Vicinity in the Natural Hazards section below). According to the airport website, the airport is located on 1,741 acres of land and has two (2) terminals and two (2) runways, and the airport served 5.6 million passengers in 2019 and 924,160 tons of cargo were handled in 2020. Existing flight patterns for aircrafts using the airport may change without notice. The Project is subject to noise, vibration, pollution and other inconveniences from the Ontario International Airport, and you may be more severely impacted by such inconveniences in the future. Subdivider has no control over the use of Ontario International Airport or the impacts on the Project. For further information, see the airport website at <http://www.flyontario.com>.

Agricultural Uses: Some of the real property adjacent to the Project is zoned for agricultural uses (see Notice of Right to Farm in the Natural Hazards section below) and may be used for farming and grazing of livestock, which may result in noise, odors, dust, overspray of pesticides, herbicides and other chemicals and other inconveniences for residents in the Project and there could be flies, odor or related problems due to the proximity of animals. In addition, the area south of Riverside Drive lies within the San Bernardino County Agricultural Preserve. Dairies currently existing in that area are likely to remain for the foreseeable future.

Major Streets and Freeways: The Project is surrounded by major streets and freeways with traffic at all hours, including without limitation the Interstate 10 Freeway, the Interstate 15 Freeway, Fourth Street and Ontario Center Parkway. Fourth Street, a designated truck route, is subject to heavy truck traffic in addition to normal vehicular traffic. Because of the close proximity of these streets and freeways, residents of the Project may experience glare from streetlights and noise, dust, vibration and high levels of traffic in and around the Project.

Trash Placement: Due to the design of the Project, there is limited space for the placement of trash containers during trash collection days. Therefore, on trash collection days, you may set out your trash containers only in the location assigned to your residential unit in the trash container placement plan attached to the Project Declaration. Please review the trash container placement plan carefully as your assigned trash location may not be located in front of the condominium building housing your residential unit and you may be required to walk more than 250 feet to set out your trash containers in your assigned trash location.

NATURAL HAZARDS.

The Subdivider advises that prior to the issuance of this Conditional Public Report, the following natural and other hazards exist within or near the Subdivision. For more information in regard to

these natural and other hazards, you are advised to read the natural hazard disclosure information as provided by the Subdivider.

Zone X. According to the Natural Hazard Disclosure Statement for the Subdivision, the Subdivision is located within Flood Zone X, as shown on the Federal Emergency Management Agency (FEMA) Hazard Maps. Flood Zone X is an area subject to moderate or minimal hazard from the principal source of flooding in the area. Areas in Flood Zone X have a greater than 0.2% chance of flooding every year, a 1.0% or greater chance of flooding to less than one (1) foot in depth, or are within an area protected by levees from the 1.0% chance flood. Buildings in Flood Zone X may be flooded by severe, concentrated rainfall, coupled with inadequate local drainage systems. Flood insurance is available but is not required by federal regulations. Subdivider makes no recommendations regarding whether Owners should obtain flood insurance.

County and City-Designated Zone Determinations. California law allows counties to establish policies and criteria stricter than those set by the State respecting, but not limited to, the permitting and development of properties found to be in or affected by the certain natural hazards. This information may be used by the local jurisdiction relative to making decisions regarding new development or additional construction. The agencies and jurisdictions which develop the official maps do not necessarily define or delineate hazards in the same way. A site can be in a hazard zone from one source and not in a hazard zone from another source. Properties that are in a mapped geologic hazard zone may require a geologic study prior to any new or additional construction. According to the Natural Hazards Disclosure Statement, the Subdivision lies within the following:

- (a) **Landslide Susceptibility.** A County-determined mapped area of Low Landslide Susceptibility;
- (b) **Fire Hazard Zone.** A County-determined Fire Hazard Zone designated Moderate;
- (c) **Subsidence.** A County-determined area with Medium to High Estimated Potential Subsidence Ranking.

Very High Fire Hazard Severity Zone (SB-63). Beginning January 1, 2022, California Senate Bill 63 (SB-63) requires, among other things, that the Director of the Department of Forestry and Fire Protection (“**Director**”) identify areas in California as “Moderate,” “High” and “Very High” Fire Hazard Severity Zones. According to the Natural Hazard Disclosure Statement, the Director has not yet released Fire Hazard Severity Zone (FHSZ) maps for those cities and counties that have fire protection responsibility (“Local Responsibility Areas”). Beginning July 1, 2021, California Assembly Bill 38 (AB-38) requires all homes sales in High or Very High Fire Hazard Severity Zones (FHSZ) to be compliant following a Defensible Space Inspection. When an Owner sells property that is located in a high or very high FHSZ, the Owner will need documentation of a compliant Defensible Space Inspection that complies with Section 4291 of the Public Resources Code or local vegetation management ordinances. More information regarding this requirement can be found at Fire Hazard Severity Zones (ca.gov). When the Director releases the new FHSZ maps required by SB-63, the obligations under AB-38 will apply to the Very High and the High FHSZ in the Local Responsibility Areas. Subdivider makes no representations or warranties as to whether the Subdivision is in a FHSZ or whether there is any elevated degree of fire hazard risk to the Subdivision. Owners are advised to consult with the City, County, other public agencies, and appropriate experts to evaluate the potential risk.

California is prone to environmental and weather conditions that create a high risk of destructive wildfires. These wildfires are difficult to predict, control and extinguish. Such wildfires may

cause Buyer property loss or bodily harm. They may also force evacuation from the Separate Interest or the Subdivision. As recent wildfires in California have illustrated, wildfires may occur at any time of year, start without warning and spread at a rapid and unpredictable rate, destroying massive amounts of property and injuring or killing humans and animals in their path. Rural, suburban and urban areas have all been impacted by wildfires. In addition to the risks associated with wildfires and related evacuations, looting of evacuated sites and mudslides associated with rain in recently burned areas are all risks that accompany California wildfires. Subdivider cannot control the conditions that create and spread these wildfires. The inherent risks of wildfires in California may have an adverse impact on insurance premiums for homeowner's insurance or homeowner's insurance may not be available at all. Owners should consult an insurance professional for additional information about the costs and availability of insurance for the Condominiums.

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 Subdivider or Subdivider's agent.

If your residential 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 Project Association, you should also contact the Project Association regarding any assessment increases due to additional insurance costs associated with the Statutory Natural Hazard Areas which may affect the Project Association maintained areas, if any.

Right to Farm. The Subdivision is located within one mile of farm or ranch land designated on the current county-level GIS "Important Farmland Map", issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides.

These agricultural practices may occur 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 California Civil Code or any pertinent local ordinance.

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

the property before you complete your purchase and determine whether they are acceptable to you.

California Business 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. 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 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, the Subdivision 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. Subdivider has been informed that based on climate zone maps issued by the California Energy Commission, the Subdivision 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. Please refer to the Natural Hazard Disclosure Report for more information regarding energy efficiency standards and duct sealing requirements applicable to the Residences in the Subdivision.

Prior Agricultural Use. The Subdivision is located on lands that were previously used for agricultural purposes, including an orchard and a nursery. There may have been other prior uses of the Subdivision 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 Subdivision. 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 City that were previously used for agricultural purpose. By acceptance of a deed to a Condominium, 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 Project 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.

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

ADDITIONAL DISCLOSURES: THE DISCLOSURES SET FORTH IN THIS PUBLIC REPORT ARE NOT A COMPLETE LIST OF THE DISCLOSURES WHICH MAY BE RELEVANT TO THE PROJECT. THE SUBDIVIDER HAS PREPARED VARIOUS

DISCLOSURE STATEMENTS REGARDING VARIOUS ASPECTS OF THE PROJECT. YOU SHOULD VERIFY WITH THE SUBDIVIDER THAT YOU HAVE RECEIVED A COPY OF EACH OF THE DISCLOSURE STATEMENTS AND YOU SHOULD CAREFULLY REVIEW EACH OF THEM RATHER THAN RELYING ON THE DISCLOSURES SET FORTH IN THIS PUBLIC REPORT, WHICH PROVIDE ONLY A GENERAL SUMMARY OF CERTAIN DISCLOSURES IN THE DISCLOSURE STATEMENTS.

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 in a report include, but are not limited to general and special taxes, easements, mechanic liens, monetary encumbrances, trust deeds, utilities, rights of way and CC&Rs. In most instances, copies of documents can be provided to you upon request.

Easements. Easements for utilities, planting, mail delivery, drainage, flood control, rights-of-way, building setbacks, anchor rights, sewers and other purposes are shown on the title report and Tract No. 20303 recorded in Map Book 364, Pages 65 to 69, and the Condominium Plan for this Phase recorded July 19, 2023 as Instrument No. 2023-0176018, both in the Office of the San Bernardino County Recorder.

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

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

A Private Street Access and Maintenance Easement Deed in favor of the Project Association for vehicular and pedestrian access and for vehicle parking where permitted by law over a portion of Lot 1 recorded May 10, 2023 as Instrument No. 2023-0113440 in the Office of the San Bernardino County Recorder.

An Easement Grant Deed in favor of the Project Association for access, construction, use, maintenance and repair in and over that portion of Lot 1 that are the Recreation Area Improvements recorded May 10, 2023 as Instrument No. 2023-0113441 in the Office of the San Bernardino County Recorder.

Mineral Rights. You will not own the water, mineral, oil, and gas rights under your land. The right of surface entry has been waived as to the surface and upper 500 feet of the subsurface of the property.

TAXES

Regular Taxes. The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value.

For the purchaser of a unit in the Subdivision, 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.

The Project is located within **City of Ontario Street Lighting Maintenance District No. 1 (Zone 2000-1)**. This district was formed to provide funding for the annual maintenance, operation and servicing costs for street lighting and landscaping. The district budget for each fiscal year will be based upon the actual costs provided for in the awarded contract for these services. This means assessments can fluctuate from year to year as contracts expire. As of the date of this Public Report, it is anticipated that projected annual assessment will be \$158.00 per parcel. The administration of the district will be provided by City of Ontario Public Works.

This Subdivision also lies within the boundaries of the special districts below and is subject to any taxes, assessments and obligations thereof:

Metropolitan Water District of Southern California - Water Standby Charge West Valley Mosquito and Vector Control District - Assessment No. 2

This is not a complete list of all special taxes and assessments applicable to the units in this Subdivision. Buyer will be provided with a disclosure statement that will provide information regarding taxes and assessments applicable to the lot as of the date of issuance of the disclosure statement. Buyer is advised to review the disclosure statement carefully.

FINANCING

Pursuant to California Civil Code Sections 2956 through 2967, inclusive, 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 provides that if the borrower (trustor) defaults in repaying the loan, the lender may declare the unpaid balance of the loan immediately due and payable.

Due-on-Sale Clause. If the loan instrument for financing your purchase of an interest in the Subdivision includes a due-on-sale clause, the clause will be automatically enforceable by the lender when you sell the property. This means that the loan will not be assumable by a purchaser without the approval of the lender. If the lender does not declare the loan to be all due and payable on transfer of the property by you, the lender is nevertheless likely to insist upon modification of the terms of the instrument as a condition to permitting assumption by the buyer. 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 the 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 remaining 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 may lose your property through foreclosure by the lenders.

Prepayment Penalty. This means that if you wish to pay off your loan in whole or in part before it is due, you must, in addition to the portion prepaid, pay a penalty in accordance with the terms of your loan.

Late Charge. This means that if you fail to make your installment payment on or before the due date, you in addition must pay a penalty.

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

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

PURCHASE MONEY HANDLING

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, and 11013.2(a).

IF ESCROW HAS NOT CLOSED ON YOUR UNIT WITHIN ONE (1) YEAR OF THE DATE OF ACCEPTANCE BY SUBDIVIDER OF THE PURCHASE AGREEMENT, YOU MAY REQUEST THE RETURN OF YOUR DEPOSIT.

Note: Section 2995 of the California Civil Code provides that no real estate subdivider shall require as a condition precedent to the transfer of real property containing a single-family

residential dwelling that escrow services effectuating such transfer shall be provided by an escrow entity in which subdivider has a financial interest of five percent (5%) or more.

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

SOILS AND GEOLOGIC CONDITIONS

Soils and geologic information are available at the City of Ontario (Building Department), City Hall, 303 East "B" Street, Ontario, California 91764. Some portions of the project will have filled ground.

For in-depth information regarding the geotechnical aspects of the Project, owners should review the Soils Reports.

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. THE SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY CONTACT THE SUBDIVIDER, THE ENGINEERING GEOLOGIST OR 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 THE SUBDIVISION.

STREETS AND ROADS

The private streets within the Project will be owned and maintained by the Project Association once they are conveyed to the Project Association. The cost of repair and maintenance of these private streets is included in the Project Association budget and is a part of your Annual Assessment.

SCHOOLS

The Project is located within the Cucamonga School District, 8776 Archibald Avenue, Rancho Cucamonga, California 91730-4698 (909) 987-8942 and the Chaffey Joint Union High School, 211 West 5th Street, Ontario, CA 91762-(909) 988-8511 ("**School Districts**").

The **Cucamonga School District** advises that the Project is within the attendance boundaries for the following schools:

Los Amigos Elementary School (Grades K-5)
8496 9th Street
Rancho Cucamonga, CA 91730
(909) 982-8387

Rancho Cucamonga Middle School (Grades 6-8)
10022 Feron Blvd.
Rancho Cucamonga, CA 91730
(909) 980-0969

The **Chaffey Joint Union High School District** advise that the Project is within the attendance boundaries for the following school:

Colony High School (Grades 9-12)
3850 East Riverside Drive
Ontario, CA 91761
(909) 930-2929

The Chaffey Joint Union High School District advises that bus service is available for anyone living 3 miles or further from the school. This Project is approximately 3.7 miles away; therefore, it would qualify for bus service.

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

CONTACTING THE DEPARTMENT OF REAL ESTATE

If you need clarification as to the statements in this Final 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 Final Public Report, you may contact:

Department of Real Estate - Subdivisions South
320 West Fourth Street, Suite 350
Los Angeles, CA 90013-1105
(213) 576-6983

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 172602LA-F00
[FILE NUMBER]

TRACT NO. 20303 "RADIUS AT PIEMONTE"
[TRACT NUMBER OR NAME]

PHASE 3
[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:

AUGUST 16, 2023

[DATE ISSUED]

[DATE AMENDED]

AUGUST 15, 2028

[EXPIRATION DATE]

[NAME]

[SIGNATURE]

[ADDRESS]

[DATE]