

CONDITIONAL PUBLIC REPORT ADDENDUM

This Conditional Public Report Addendum ("**Addendum**") is attached to and forms a part of the Purchase Agreement executed between Buyer and Seller ("**Purchase Agreement**") for the Property described in the Purchase Agreement. Any capitalized terms not otherwise defined herein shall have the meanings as set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

Buyer and Seller are entering into the Purchase Agreement pursuant to a Conditional Public Report issued by the DRE for the Phase of the Community in which the Property identified above is located ("**Phase**"). Buyer acknowledges that, even though a Final Subdivision Public Report has not yet been issued for the Phase by the DRE, Buyer's obligation to purchase the Property will not be revocable at will once Seller has accepted Buyer's offer to purchase; Buyer can then only terminate the Purchase Agreement as provided in the Purchase Agreement and this Addendum.

Buyer and Seller acknowledge and agree, as a condition of Buyer's purchase of the Property, that Escrow shall not close, funds shall not be released from Escrow and title shall not be conveyed to the Buyer until a current Final Subdivision Public Report for the Phase is furnished to the Buyer.

Buyer shall have the right to at Buyer's option to terminate the Purchase Agreement and receive a full refund of all amounts previously deposited by Buyer into Escrow if: (a) a Final Subdivision Public Report for the Phase has not been issued by the DRE within 6 months following the date of issuance of the Conditional Public Report (or by the expiration date of any renewal to the Conditional Public Report); or (b) Buyer is dissatisfied with the Final Subdivision Public Report delivered to Buyer due to a material change pursuant to Business & Professions Code Section 11012. Buyer shall exercise such right of termination by providing written notice of Buyer's election to terminate the Purchase Agreement to Seller and Escrow Holder no later than 5 business days after Buyer's receipt of the Final Subdivision Public Report.

Buyer and Seller instruct Escrow Holder that, notwithstanding anything to the contrary contained in any separate or supplemental escrow instructions furnished by the parties, the Escrow shall not close, no funds shall be released from Escrow, and the Property shall not be conveyed until a Final Subdivision Public Report for the Phase has been issued by the DRE.

Pursuant to California Business & Professions Code Section 11018.12(f), Buyer is advised as follows:

- (A) The following information, which was not available at the time of issuance of the Conditional Public Report, is required before the DRE will issue the Final Subdivision Public Report for the Phase:
1. 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;
 2. Evidence that the Articles of Incorporation of Elderberry Park Community Association ("**association**") have been filed with the California Secretary of State;
 3. 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 (not applicable for Phase 1);
 4. 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;
 5. 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;
 6. Evidence that the DRE has reviewed the budget for the Association;
 7. Evidence that financial arrangements acceptable to the DRE have been made to secure the Subdivider's obligation to pay the Association's regular assessments;

8. Evidence that the DRE has reviewed the Subsidy Agreement between Subdivider and the Association;
9. 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
10. 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.

(B) No person acting as a principal or agent shall sell or lease or offer for sale or lease lots or parcels in a subdivision for which a conditional public report has been issued except as provided in Division 4, Part 2, Chapter 1, Article 2 of the California Business & Professions Code Sections 11010, et seq.

BUYER:

Signature: _____
Print Name: _____ Date _____

Signature: _____
Print Name: _____ Date _____

Signature: _____
Print Name: _____ Date _____

Signature: _____
Print Name: _____ Date _____

Signature: _____
Print Name: _____ Date _____

SELLER'S COMMUNITY SALES MANAGER:

Signature: _____
Print Name: _____ Date _____

SELLER'S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of California, LLC, a California limited liability company

By: _____
Name: _____ Title: _____ Date _____