Department of Real Estate

*of the*

# State of California

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| **FINal Subdivision Public Report** | | | | | |
| *In the matter of the application of* | | **STANDARD** | | |
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| *for a Final Subdivision Public Report on* | |  |  | | | | |
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|  | | Department Of Real Estate | | | | | |
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|  | | *by* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
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| xx County, California | | *Print Real Estate Specialist name here* | | | | |
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**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.***

• THIS REPORT COVERS ONLY • DOES NOT INCLUDE • PARCELS • LOTS •.

• **SPECIAL INTEREST AREAS IN THIS • CONDITIONAL • FINAL SUBDIVISION PUBLIC REPORT:** YOUR ATTENTION IS ESPECIALLY DIRECTED TO THE PARAGRAPH(S) BELOW ENTITLED: • CONDITIONAL SUBDIVISION PUBLIC REPORT, • EASEMENTS • USES/ZONING/HAZARD DISCLOSURES, • TITLE, • TAXES, • FINANCING • PURCHASE MONEY HANDLING, • SOILS AND GEOLOGIC CONDITIONS, • AND • UTILITIES AND OTHER SERVICES.

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

• **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 BECAUSE 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 SUBDIVISION COVERED BY THIS CONDITIONAL PUBLIC REPORT. HOWEVER, THE SUBDIVIDER MAY ENTER INTO A BINDING AGREEMENT WITH YOU FOR THE PURCHASE OR LEASE OF A • PARCEL • LOT IN THIS SUBDIVISION IF:

1. 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);
2. 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 • AS MAY BE EXTENDED;
3. 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 AND PROFESSIONS CODE SECTION 11012); AND
4. AS A CONDITION OF 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 A 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.

**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.**

• 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.

• THE INITIAL TERM OF THIS PUBLIC REPORT WAS SIX MONTHS AND HAS BEEN RENEWED FOR ONE ADDITIONAL SIX MONTH TERM. WHEN THIS CONDITIONAL PUBLIC REPORT EXPIRES, YOU MAY WISH TO CONSIDER CONTACTING THE SUBDIVIDER TO DISCUSS THE STATUS OF YOUR CONTRACT.

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:

A.

B.

C.

D.

E.

• **CONDITIONAL SUBDIVISION PUBLIC REPORT:** IF YOU ENTERED INTO A PURCHASE AGREEMENT/CONTRACT TO PURCHASE OR LEASE AN INTEREST IN THE SUBDIVISION UNDER AUTHORITY OF A CONDITIONAL SUBDIVISION PUBLIC REPORT (“**CONDITIONAL PUBLIC REPORT**”), THE PURCHASE AGREEMENT/CONTRACT AND ESCROW INSTRUCTIONS CONTAINED ARRANGEMENTS FOR THE RETURN TO YOU OF MONIES PAID OR ADVANCED IF YOU ARE DISSATISFIED WITH THIS FINAL SUBDIVISION PUBLIC REPORT (“**FINAL PUBLIC REPORT**”) BECAUSE OF A MATERIAL CHANGE IN THE SETUP OF THE OFFERING COVERED BY BUSINESS AND PROFESSIONS CODE SECTION 11012. YOU ARE ADVISED TO CAREFULLY READ THIS FINAL PUBLIC REPORT SINCE IT CONTAINS INFORMATION THAT IS CURRENT AND POSSIBLY DIFFERENT FROM THAT INCLUDED IN THE CONDITIONAL PUBLIC REPORT.

• **PRELIMINARY SUBDIVISION PUBLIC REPORT:** IF YOU HAVE RECEIVED A PRELIMINARY SUBDIVISION PUBLIC REPORT FOR THIS SUBDIVISION, YOU ARE ADVISED TO CAREFULLY READ THIS FINAL PUBLIC REPORT SINCE IT CONTAINS INFORMATION THAT IS 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 • FINAL PUBLIC REPORT.

**OVERVIEW OF SUBDIVISION**

**Location:** This subdivision contains • acres divided into • lots and is located at • and • within the city limits of •, California. Prospective purchasers should acquaint themselves with the kinds of city services available.

This subdivision contains • acres divided into • lots and is located in • County at • and • approximately • miles from •, California.

**Interest to be Conveyed:** You will receive • fee title to a specified • a lease to a specified • lot • parcel.

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

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

**Sale of all Residences:** • The subdivider has indicated that Subdivider intends to sell all of the lots in this subdivision; however, any owner, including the subdivider, has a legal right to rent or lease the lots, subject to the following resale restrictions:

• The subdivider indicates • in addition to the sales program the subdivider will lease approximately • lots in the subdivision. Leases will be for a term of • or more.

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

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

**USES/ZONING/HAZARD DISCLOSURES**

The subdivider has set forth below references to various uses, zoning, hazards and other matters based on information from a variety of sources. You should independently verify the information regarding these matters, as well as all other matters that may be of concern to you regarding the subdivision and all existing, proposed or possible future uses adjacent to or in the vicinity of the subdivision. At the time this Public Report was issued, some of the land uses that surround the subdivision include, but are not limited to, the following:

**Zoning:**

North –

South –

East –

West –

• **Uses:** • The subdivider advises as follows regarding surrounding property uses:

•

• **Hazards:** • The subdivider advises that the following hazards• exists• within or near this development:

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• The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within a *Special Flood Hazard Area* as designated by the Federal Emergency Management Agency. Additionally, the subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Government Code Section 8589.3.

If any disclosure, or any material amendment to any disclosure, required to be made by the subdivider regarding this natural hazard 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.

• The subdivider has advised that all or portions of the subdivision 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 to be made by the subdivider regarding this natural hazard 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.

• The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within a *Very High Fire Hazard Severity Zone*. Additionally, the subdivider has advised that prospective purchasers within this Zone will be provided a separate disclosure required under Government Code Section 51183.5.

If any disclosure, or any material amendment to any disclosure, required to be made by the subdivider regarding this natural hazard 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.

• The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within a *State Responsibility Area* (wildland area that may contain substantial forest fire risks and hazards) as determined by the California State Board of Forestry. Additionally, the subdivider has advised that prospective purchasers within this Area will be provided a separate disclosure required under Public Resources Code Section 4136.

If any disclosure, or any material amendment to any disclosure, required to be made by the subdivider regarding this natural hazard 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.

• The subdivider has advised that all or portions of the subdivision subject to this Public Report are located within an *Earthquake Fault Zone*. Additionally, the subdivider has advised that prospective purchasers within this Zone will be provided a separate disclosure required under Public Resources Code Section 2621.9.

• The subdivider has advised that all or portions of the subdivision 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 to be made by the subdivider regarding this natural hazard is delivered after the execution of an offer to purchase, the purchaser shall have three days after delivery in person or five days after delivery by deposit in the mail to terminate the offer by delivery of a written notice of termination to the subdivider or the subdivider's agent.

• If your 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.

If any disclosure, or any material amendment to any disclosure, required pursuant to Civil Code Section 1103 et seq, is delivered after the execution of an offer to purchase, the purchaser shall have three days after delivery in person and 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 subdivider’s agent.

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

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

• **Notice of San Francisco Bay Conservation and Development Commission Jurisdiction:** This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.

• **Naturally Occurring Asbestos:** The subdivider has advised that natural occurrences of asbestos-containing rock may be found in or near this subdivision. Naturally occurring asbestos may pose a health hazard to those exposed to ambient asbestos fibers. Such fibers may be found in serpentine rock used as a surface material for unpaved roads. The California Air Resources Board has advised that asbestos emissions can occur when asbestos-containing rocks are crushed or broken, such as occurs when vehicles pass over unpaved roads or parking lots, or during construction activities.

General information on emissions and health impacts from naturally occurring asbestos can be obtained from the Air Resources Board web site at [www.arb.ca.gov/toxics/asbestos/asbestos.htm](http://www.arb.ca.gov/toxics/asbestos/asbestos.htm).

To obtain specific information on your lot, you may wish to contact the subdivider or consult with an appropriate expert who can identify and test any exposed asbestos-containing rock that may either exist on the property or within its vicinity to determine whether it will present a health risk.

• **Naturally Occurring Asbestos:** This subdivision is in an area included on a map titled “Areas More Likely to Contain Natural Occurrences of Asbestos in Western El Dorado County, California”, released by the California Department of Conservation, Division of Mines and Geology, dated March 2000. You may obtain more information regarding the map and accompanying report by contacting the Department of Conservation, State Mining and Geology Board, 801 K Street, MS 20-15, Sacramento, California, 95814, (916) 322-1082, or their web site at [www.conservation.ca.gov](http://www.conservation.ca.gov)*.*

Naturally occurring asbestos may pose a health hazard to those exposed to ambient asbestos fibers. Such fibers may be found in serpentine rock used as a surface material for unpaved roads. The California Air Resources Board has advised that asbestos emissions can occur when asbestos-containing rocks are crushed or broken, such as occurs when vehicles pass over unpaved roads or parking lots, or during construction activities.

General information on emissions and health impacts from naturally occurring asbestos can be obtained from the Air Resources Board web site at [www.arb.ca.gov/toxics/asbestos/asbestos.htm](http://www.arb.ca.gov/toxics/asbestos/asbestos.htm).

For specific information, you should consult with an appropriate expert who can identify and test any exposed asbestos-containing rock that may either exist on the property or within its vicinity to determine whether it will present a health risk.

• **NUCLEAR POWER PLANT:** THE SUBDIVISION IS LOCATED WITHIN • MILES OF THE • NUCLEAR POWER PLANT.

It is within the basic emergency planning zone, the area surrounding each of California’s nuclear power plants, in which both state and federal governments require planning to protect the public in the unlikely event of a serious accident at the plant. Plans for public information and for a full range of protective actions, including evacuation, have been developed by local emergency services offices.

• **Lead Based Paint:** Pursuant to Federal Real Estate Disclosure and Notification Rule (24 CFR Part 35 and 40 CFR Part 745), the seller is required to disclose to prospective purchasers that this property may contain lead-based paint and/or lead-based paint hazards as well as provide certain written materials as mandated by current law. The seller is required to offer all prospective purchasers an opportunity to conduct a risk assessment for lead-based paint and lead-based paint hazards prior to being obligated under a purchase contract. This risk assessment may be waived by written agreement between purchaser and seller. For more information, you should contact the local office of the Environmental Protection Agency.

• **Notice of Right to Farm:** This property is located within one mile of a farm or ranch land designated on the current county-level GIS “Important Farmland Map,” issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

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

**TITLE**

**Ownership:** A preliminary report shows title to said estate or interest, as of the date of this Public Report, to be vested in •

**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 • parcel you are purchasing. Those items typically shown on a report include, but are not limited to, general and special taxes, easements, mechanic liens, monetary encumbrances, trust deeds, utilities, rights-of-way and CC&Rs. In most instances, copies of documents can be provided to you upon request.

• Additionally the preliminary report shows title, among other things, to be subject to the following:

•

**Easements:** Easements for utilities, • planting, • mail delivery, • drainage, • flood control, • rights-of-way, • building setbacks, • sewers, • and other purposes are shown on the Title Report and Subdivision Map to be• recorded • in the Office of the • County Recorder, Book • of Maps• of Parcel Maps•, •Pages • through •.

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

• **Restrictions (CC&Rs):** This subdivision is• will be• subject to CC&Rs to be• recorded in the Office of the • County Recorder, • Book , • Pages •, • amended , • Book •, • Pages • through •, • which includes among other provisions, the following: • Prior to any construction, you must obtain approval of your plans by the Architectural Control Committee. • This committee is appointed by the subdivider. • If the developer • or the Architectural Control Committee • or one of your neighbors sues you for any violation of the CC&Rs, you may have to pay his/her attorney's fees and expenses.

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

• **Mineral Rights:** You will not own the • water, • mineral, • oil and • gas rights under your land • below a depth of • feet. •These have been or will be reserved • as per your grant deed • as follows: •.

• The right to surface entry has been waived.

• The right to surface entry has not been waived, and the owners of the mineral rights may enter upon the land at some future date to extract minerals, etc. This right could affect your ability to obtain financing for building on your property.

• YOU WILL NOT OWN THE MINERAL, OIL, AND GAS RIGHTS UNDER YOUR LAND. THE RIGHT TO SURFACE ENTRY TO EXTRACT MINERALS HAS NOT BEEN WAIVED BY THE OWNER OF THESE RIGHTS. UNLESS OTHERWISE RESTRICTED, THE OWNER OF MINERAL, OIL, AND GAS RIGHTS IS ENTITLED TO ENTER YOUR LAND TO PENETRATE THE SURFACE TO EXTRACT SUBSURFACE MINERALS. BECAUSE OF THE LOCATION OF THE SUBDIVISION, LOCAL ZONING OR OTHER LAWS OR REGULATIONS MAY PROHIBIT THE OWNER FROM DOING THIS. FOR FURTHER PARTICULARS, YOU SHOULD CONTACT THE BUILDING DEPARTMENT OF THE CITY OR COUNTY IN WHICH YOUR PROPERTY IS LOCATED. WHEN YOU PURCHASE, YOU CAN REQUEST A "HOMEOWNERS ENDORSEMENT" TO YOUR POLICY OF TITLE INSURANCE WHICH WILL INSURE AGAINST LOSS UP TO THE AMOUNT OF THE POLICY, FOR DAMAGE TO ANY OWNER-OCCUPIED RESIDENTIAL STRUCTURE THEN ON THE LAND, WHICH DAMAGE RESULTS FROM THE EXERCISE OF SURFACE ENTRY RIGHTS.

**TAXES**

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

•The total property tax rate for the subdivision is •% for tax year •.

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

#### Notice of Your Supplemental Property Tax Bill

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

• **Special Taxes and Assessments:** • This subdivision lies within the boundaries of the • District and is subject to any taxes, assessments, and obligations thereof.

• This subdivision lies within the boundaries of the • District • No. • and is subject to any taxes, assessments, and obligations thereof. This district was formed to provide •. 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 the projected 20 • - 20 • assessment for each lot within this development will be $ •, • the 20 • - 20 • assessment is $ •. The administration of this district will be provided by •.

• This subdivision lies within • Community Facilities District No. • and is subject to any taxes, assessments, and obligations thereof. The Subdivider must provide purchasers with a disclosure • disclosures • entitled, "Notice of Special Tax" prior to a purchaser entering into a contract to purchase. • This Notice contains • These Notices contain important information about district functions, purchaser's obligations, right of the •district, • districts, and information on how to contact the • district • districts for additional materials. Purchasers should thoroughly understand the information contained in the • Notice • Notices prior to entering into a contract to purchase. • This special tax appears • These special taxes appear on the yearly property tax bill, and • is • are in addition to the tax rate affecting the property described above in the section entitled "Regular Taxes".

The buyer has five days after delivery of • this Notice • these Notices 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 Sections 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 on 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 this subdivision includes a due-on-sale clause, the clause will be automatically enforceable by the lender when you sell the property. This means that the loan will not be assumable by a purchaser without the approval of the lender. If the lender does not declare the loan to be all due and payable on transfer of the property by you, the lender is nevertheless likely to insist upon modification of the terms of the instrument as a condition to permitting assumption by the purchaser. The lender will almost certainly insist upon an increase in the interest rate if the prevailing interest rate at the time of the proposed sale of the property is higher than the interest rate of your promissory note.

**Balloon Payment:** This means that your monthly payments are not large enough to pay off the loan, with interest, during the period for which the loan is written and that at the end 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 sizeable one, you should be concerned with the possible difficulty in refinancing the balance. If you cannot refinance or sell your property, or pay off the balloon payment, you will lose your property.

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

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

**Adjustable Rate Loan:** The subdivider may assist you in arranging financing from a federal or state regulated lender which will make loans that allow the interest rates to change over the life of the loan. An interest rate increase ordinarily causes an increase in the monthly payment that you make to the lender. The lender will provide you with a disclosure form about the financing to assist you in 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.

• **Special or Unusual Financing Arrangements:** • .

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 • a trust account until • legal title is delivered to you. • except for such amount as the subdivider has covered by furnishing a bond to the State of California. [ • Refer to Business and Professions Code Sections 11013, • 11013.1, • 11013.2(a), • 11013.2(c) , • 11013.2(d) • 11013.4(a), • 11013.4(b), and •11013.4(f).]

• If the escrow has not closed on your lot within • six (6) months • one (1) year • of the date of • subdivider's acceptance of your offer, • your deposit receipt, • purchase contract, • escrow opening, 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 THE ISSUANCE OF THIS CONDITIONAL PUBLIC REPORT YOU MAY REQUEST THE RETURN OF YOUR DEPOSIT. • THE TERM OF THE 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 • NO FINANCIAL INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF • LOTS • PARCELS IN THIS SUBDIVISION.

**SOILS AND GEOLOGIC CONDITIONS**

• Soils and geologic information is available at •.

• A soils report has been waived by local government.

• All lots • Some lots contain filled ground • will contain filled ground. Information concerning filled ground and soil conditions • and geologic conditions is available at •.

• INFORMATION CONCERNING SLOPES, PLANTING AND DRAINAGE REQUIREMENTS IS AVAILABLE AT THE LOS ANGELES COUNTY OF PUBLIC WORKS, BUILDING AND SAFETY DIVISION – 3RD FLOOR, PO BOX 1460, ALHAMBRA, CA 91802-2460.

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

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

**UTILITIES AND OTHER SERVICES**

• **Water:** The • advises that it • will • will not supply water to each lot.

• This is a mutual water company. A mutual water company is not subject to supervision or regulation as a public utility company. No public agency has any supervision or control over the management, rates, assessments, charges or conduct of business by a mutual water company.

• Usually, you must be a stockholder in the mutual water company in order to be entitled to get water. • A share of stock will cost $ • . • A transfer fee will be $ •.

• A stockholder must share in the costs of operation of the water company. A share of stock may be assessed for any amount the management deems necessary for the continuation of the operation of the water company. Through the share, the stockholder has a voice in the management. If a stockholder's vote is one of the minority on the issues of management, individual dissatisfaction may not be easily resolved. The share of stock is appurtenant to the individual • lot • parcel and may not be disposed of separately.

• You will be required to pay for • extension • hook-up of water services.

• There is no regular water service to this subdivision.

• Private water wells are the only source of water and you will be required to pay all costs to have a well installed on your lot.

• The subdivider's well driller has submitted the following information:

•

• Samples from wells in the area show water is bacteriologically pure, and has • high •low mineral content.

• A test well located at • now produces potable water.

• Water of similar quality should be available throughout the subdivision from individual wells; however, there is no guarantee that such wells will be available on each parcel.

• The State Water Code requires a Notice of Intention to drill a well and a Report of Completion to be filed with the Department of Water Resources.

• Other water company or facility •

• **Sewage Disposal:** Sewer service to each lot in this subdivision will be provided by the •.

• You will be required to pay costs for • extension • hook-up to sewer service.

• Septic systems will be used for sewage disposal. You must pay for your septic system. • The • estimates the costs to be $ • .

• The • Health Department has stated that a permit will be issued for a septic system on all lots/parcels in this subdivision. This information is applicable as of the date of issuance of this Public Report. If there is a change in the requirements for a sewage disposal system permit, the subdivider must amend this Public Report to disclose the new conditions. Please note that if you do not intend to install a sewage system at this time, there is no guarantee that the lot/parcel will later qualify for use of a septic system. Prior to purchasing a lot/parcel and commencing construction, you should contact the local health department concerning specifications, requirements and any local problems.

• The purchase agreement/contract and escrow instructions used in the offering of these lots/parcels will provide that prior to close of any sale of a lot/parcel in this subdivision, the purchaser must receive a written opinion, satisfactory to the purchaser, from the local health authority, a registered civil engineer or geologist that the lot/parcel is suitable for the installation of a septic system and a permit would be issued, at the date of the opinion, if an application for a permit were made in compliance with local permit requirements on that date.

This information will be applicable at the time of purchase. If you do not intend to install a sewage disposal system at that time, there is no guarantee that the lot/parcel will later qualify for use of a septic system. Prior to purchasing a lot/parcel and commencing construction, you should contact the local health Department for specifications, requirements and any local problems.

• **Gas and Electricity:** The • advises as follows.

• Lot purchasers will be responsible for the above-mentioned costs.

• advises that it will supply service to each lot in this subdivision. Lot purchasers will be responsible for the extension of said lines to the residence.

• **Gas:** The • advises as follows.

Lot purchasers will be responsible for the above-mentioned costs.

• advises that it will supply service to each lot in this subdivision. Lot purchasers will be responsible for the extension of said lines to the residence.

• **Electricity:** The • advises as follows.

Lot purchasers will be responsible for the above-mentioned costs.

• advises that it will supply service to each lot in this subdivision. Lot purchasers will be responsible for the extension of said lines to the residence.

• **Telephone:** The • advises as follows.

Lot purchasers will be responsible for the above-mentioned costs.

• advises that it will supply service to each lot in this subdivision. Lot purchasers will be responsible for the extension of said lines to the residence.

• **Building Permit:** If you purchase a vacant lot within this subdivision, you will be required to obtain a building permit and pay all applicable fees prior to construction. These fees may include, but may not be limited to the following: schools, sewer, water, drainage, traffic mitigation, park, infrastructure, etc. Vacant lot purchasers should contact the local building and planning departments for the current list of fees and other requirements prior to purchasing a lot. Purchasers of vacant lots should realize, however, that these fees and requirements could change.

• **Fire Protection:** The • Fire Department advises as follows:

• **Flood and Drainage Conditions:**

• **Streets and Roads:** •As of the date of this public report, streets have not been completed. The subdivider has posted• will post• a bond has made• will make• financial arrangements with the City• County• to ensure completion to City• County• standards.

• The streets roads• within this subdivision have been dedicated to and accepted by the • City • County for public use • and • but not • for maintenance. • An engineer estimates it will cost lot owners $ • per linear foot to bring roads to county standards for public maintenance and that the annual cost for maintaining roads as existing at time of sale will be $ • per linear foot.

• No provision for the repair and maintenance of the roadways has been made by the subdivider. All repair and maintenance of these roads will be your responsibility and expense, individually, collectively or proportionate to the use of the road easement by you. If you and your neighbor cannot agree on pro rata shares or upon the need or extent of repair and maintenance, it may be necessary for you to appeal to the proper Superior Court for the appointment of an impartial arbitrator or for the determination of the court as to the pro rata shares (Reference: Civil Code Section 845).

• The private streets within this subdivision do not meet • city • county standards as to width and may not provide adequate access for emergency vehicles such as fire engines.

• Purchasers should be aware and should fully investigate the possibility that the development of the ground and roads in this subdivision may alter the terrain so as to affect access to the building site and the view for particular lots in the subdivision.

• The roads within this subdivision are private.

The repair and maintenance of these private roads will be in accordance with a Road Maintenance Agreement. This Agreement was recorded on •, in • Book •, • Page • through •, • as a part of the Covenants, Conditions and Restrictions, • as Instrument No.•.

• THE SUBDIVIDER SHOULD PROVIDE YOU WITH A COPY OF THIS AGREEMENT.

**Schools:** This project lies within the • School District. This district advises that the schools initially available to this subdivision are the following:

•

The above school information was provided prior to the date of issuance of this public report and is subject to change. For the most current information regarding school assignments, boundary changes, facilities and bus service, purchasers are encouraged to contact the above school district(s).

**CONTACTING THE DEPARTMENT OF REAL ESTATE**

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

Department of Real Estate

Subdivisions North

651 Bannon Street, STE 506, Sacramento, CA 95811

(916) 576-3374

Department of Real Estate

Subdivisions South

320 West 4th Street, Suite 350

Los Angeles, CA 90013-1105

(213) 270-9965