

Bylaws and Membership Committee Meeting

Meeting date, time, and place Date: **October 8, 2025**
Time: **10:00 – 11:30 a.m.**
Location: **San Bernardino County Fire Headquarters**
598 S. Tippecanoe Avenue, (2nd Floor) San Bernardino, CA 92415-0451

Bylaws & Membership Committee (Committee) members must attend the meeting in person.

The public may observe the meeting online at:

[Join the meeting now](#)

Meeting ID: 292 039 304 385 8 * Passcode: Ei9ya6se**

Dial in by phone +1 661-568-6806, 455438880# *** Phone conference ID: 455 438 880#

Note: Public participation at the meeting via Teams is being offered as a courtesy and may be unavailable if technology fails. In the event of a disruption that prevents the meeting from being broadcasted or receiving public comment, the in-person meeting of the Bylaws and Membership Committee will continue. Should you wish to participate remotely, please remember to MUTE your microphones. If you call in, DO NOT place this call on hold should you get another call. Hang up and then rejoin the meeting.

To address the Committee regarding an item on the agenda, or an item within its jurisdiction but not on the agenda, please complete and submit a Public Comment Request form or if you are joining us virtually, indicate by typing “Public Comment” in the chat box. Requests must be submitted before the item is called for consideration. Speakers may address the Committee for up to three (3) minutes total on the Consent agenda, up to three (3) minutes on each item on the Discussion agenda, and up to three (3) minutes total on Public Comment.

Call to Order	Chair or Designee will call the meeting to order	10:00 – 10:05 am
Invocation/ Pledge	Chair or Designee will lead the Invocation and Pledge of Allegiance	
Introductions	Chair or Designee will lead the Roll Call of the Committee Members	

Agenda Items: The following items are presented for informational, consent, and discussion purposes.

Public Comment	Any member of the public may address the Committee on any matter not on the agenda that is within the subject matter jurisdiction of the Committee.	
Item No.	Consent	
1	Approve Minutes from August 13, 2025, Bylaws and Membership Committee Meeting. – Jessica Alexander, Chair	10:05 – 10:10 am Pgs. 3

Mission Statement: The Mission of the San Bernardino County Homeless Partnership is to provide a system of care that is inclusive, well- planned, coordinated, and evaluated and is accessible to all who are homeless and those at risk of becoming homeless.

THE SAN BERNARDINO COUNTY HOMELESS PARTNERSHIP MEETING FACILITY IS ACCESSIBLE TO PERSONS WITH DISABILITIES. IF ASSISTIVE LISTENING DEVICES OR OTHER AUXILIARY AIDS OR SERVICES ARE NEEDED IN ORDER TO PARTICIPATE IN THE PUBLIC MEETING, REQUESTS SHOULD BE MADE THROUGH THE OFFICE OF HOMELESS SERVICES AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE PARTNERSHIP MEETING. THE OFFICE OF HOMELESS SERVICES TELEPHONE NUMBER IS (909) 501-0610 AND THE OFFICE IS LOCATED AT 560 E. HOSPITALITY LANE SUITE 200, SAN BERNARDINO CA. 92415. <http://hss.sbcounty.gov/ohs/>

Item No.	Discussion/Action Item/Deferred Items	
2	Elect a Vice chair for the Bylaws and Membership Committee – Jessica Alexander, Chair	10:10 – 10:15 am
3	Conduct alleged code of conduct violation hearing regarding the grievance filed by Sharon Green on August 4, 2025, in accordance with Chapter 9 of the Governance Charter. – Jessica Alexander, Chair	10:15 – 11:15 am Pg. 11 - 97
4	Set the date, time, and location for the next Bylaws and Membership Committee meeting. – Jessica Alexander, Chair	11:15 – 11:20 am
Committee Member Comments		
	Individual committee member comments. Each member is given 3 minutes to make comments.	11:20 – 11:30 am
Adjournment		11:30 am
Next Committee Meeting	TBD	

Mission Statement: *The Mission of the San Bernardino County Homeless Partnership is to provide a system of care that is inclusive, well- planned, coordinated, and evaluated and is accessible to all who are homeless and those at risk of becoming homeless.*

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**Minutes for San Bernardino County Homeless Partnership
Bylaws and Membership Committee Meeting**
August 13, 2025, from 10:00 AM – 11:30 AM.

Minutes Recorded and Transcribed by Claudia Doyle and Jalen Cleveland, Office of Homeless Services

TOPIC	PRESENTER	ACTION/OUTCOME
Call to Order	Jessica Alexander, Chair	The meeting was called to order at 10:03 AM.
Bylaws and Membership Committee Members Present by Roll Call	Jessica Alexander, Chair	<p>The Chair conducted the Bylaws and Membership Committee Member roll call. Members of the public are not introduced. There were over 20 members of the public who joined the CoC meeting in person, via Zoom and/or telephoned in.</p> <p>The following Bylaws and Membership Committee members or their alternates were present at the meeting:</p> <ul style="list-style-type: none"> • Jessica Alexander, Paul Fournier, Sharon Green, Mike Jones <p>No Members arriving late No Members absent</p>
PUBLIC COMMENTS	PRESENTER	ACTION/OUTCOME
	Jessica Alexander, Chair	<p>The Chair opened the floor to Public Comments</p> <p>No public comments were made.</p> <p>The Chair closed Public Comment.</p>
CONSENT ITEMS	PRESENTER	ACTION/OUTCOME
Approve Minutes from June 12, 2023, Bylaws and Membership Committee Meeting	Jessica Alexander, Chair	<p>The Chair opened the consent calendar portion of the agenda.</p> <p>The Chair opened the items for public comments.</p> <p>No public comments were made.</p> <p>Mike Jones made a motion to approve the consent calendar and was seconded by Sharon Green.</p> <p>The Chair opened the items for comment by the CoC Committee members. No Discussion ensued.</p>

		<p>Vote was taken:</p> <ul style="list-style-type: none"> • 4 members were in favor: Jessica Alexander, Paul Fournier, Sharon Green, Mike Jones • 0 members were opposed: • 0 members recused: • 0 members absent during this vote: <p>The motion was approved.</p>
DISCUSSION / ACTION ITEMS	PRESENTER	ACTION/OUTCOME
Receive nomination of up to two (2) members, to be elected to join the Bylaws and Membership Committee.	Jessica Alexander, Chair	<p>The Chair opened item # 2 for discussion and provided the following information:</p> <ul style="list-style-type: none"> • The Office of Homeless Services previously put out a call to the regional co-chairs for new member recommendations. • Individuals from the East Desert and West Valley regions were expected to be present and voted on but neither were present. <p>The Chair opened the item for nominations.</p> <ul style="list-style-type: none"> • Kim Williams – Volunteered to serve on the committee even though she isn't from the East Desert or West Valley regions. • Jessica Alexander – Questioned if that would be an issue for serving without having offices in those regions. • Kim Williams – Mentioned her organization serves all of San Bernardino County • Jason Searles – The only limitation is no more than 2 can serve from a single organization. • Kim Williams - Nominated herself to be on the committee. • Jaelen Spencer – Nominated himself of the committee. • Nettie Jackson – Nominated Eugene Buttici who was present online. • Jessica Alexander – Clarified that this committee is subject to the Brown Act and members must be in person to serve. • Jason Searles – Stated that this meeting has not been agendized for teleconference rules. • Jessica Alexander - Clarified that Eugene Buttici may serve in the future if his nomination is accepted. • Jason Searles – He could come in person to or future meetings can be set up according to Brown Act teleconference rules and would not preclude his nomination. • Jessica Alexander – Asked if Eugene Buttici was present online to accept Nettie Jackson's nomination. • Jason Searles – Noted online comment from Eugene Buttici stating "Yes I am". • Jessica Alexander – Mentioned that 2 members must be nominated per the agenda.

		<ul style="list-style-type: none"> • Jason Searles – The charter requires a minimum of 5 members but can be larger. 3 additional members can be brought on. • Paul Fournier – Asked for clarification on the individuals being nominated. • Jessica Alexander – Kim Williams, Step Up on Second. Jaelen Spencer, Assemblyman Jaun Carrillo. and Eugene Buttici Desert Mana. <p>Discussion and Questions from the Committee:</p> <ul style="list-style-type: none"> • Paul Fournier – Suggested having each nominee speak and express their interest/qualifications • Jason Searles – Clarified that public comment must be allowed and nominees can speak. <p>The Chair opened the item for public comments.</p> <p>Public comments were made.</p> <ul style="list-style-type: none"> • Kim Williams • Jaelen Spencer • Eugene Buttici (online comment) • Nettie Jackson <p>The Chair closed public comment.</p> <p>Discussion and Questions from the Committee:</p> <ul style="list-style-type: none"> • Paul Fournier – Stated the expansion of the Committee will allow for a higher likelihood of quorum moving forward. • Sharon Green – Asked if there should be representation from each region. • Jessica Alexander – Clarified there is no requirement for region representation and the difficulties for attain in-person attendance. • Jason Searles – Stated that teleconferencing can occur in accordance with the Brown Act. In-person may have been a preference from the committee but not a requirement. • Paul Fournier – Asked if rules were similar to remote teleconferencing practices used in the mountain region. • Jason Searles – There are pre and post covid rules regarding teleconferencing. • Jessica Alexander – Requested getting an update on current teleconferencing rules. • Jason Searles – Will work with the administrative entity to determine if meetings of the Bylaws Committee can be teleconferencing. • Sharon Green – Asked for clarification on the decisions and determinations made by this committee. • Jessica Alexander – Clarified that this body does make determinations not just recommendations. <p>Sharon Green made a motion to add 3 new committee members, Kim Williams, Jaelen Spencer and Eugene Buttici and was seconded by Paul Fournier.</p> <p>Vote was taken:</p>
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		<ul style="list-style-type: none"> • 4 members were in favor: Jessica Alexander, Paul Fournier, Sharon Green, Mike Jones • 0 members were opposed. • 0 members recused. • 0 members absent during this vote. <p>The motion was approved.</p> <p>New members took a seat on the Committee.</p> <p>There being no other discussion, The Chair closed item # 2.</p>
Receive report regarding the grievance filed by Sharon Green on July 14, 2025, regarding governance structure and consider merits of conducting a future violation hearing in accordance with Chapter 9 of the Governance Charter.	Jessica Alexander, Chair	<p>The Chair opened item # 3 and asked that Committee Members needing to recuse themselves to please step out:</p> <ul style="list-style-type: none"> • Sharon Green – Complainant for the grievance. • Paul Fournier – Previous financial document assistance. <p>The Committee now being a seven (7) member board with only four (4) members present to vote on an item requiring a 2/3 vote of the Committee (e.g., minimum five members), the Chair determined that the current structure of the committee prevent the Committee from taking action. To preserve the body's ability to act, the Chair opened the discussion from the committee regarding invoking the Rule of Necessity.</p> <ul style="list-style-type: none"> • Jessica Alexander – It is not practical to reconvene another meeting in a timely manner in response to the grievance. • Mike Jones – Mentioned timeline set forth by the grievance. • Jessica Alexander – Reconvening the committee and still meeting the grievance timeline is not practical • Jessica Alexander – Stated having the committee member with a financial conflict over the member presenting the grievance return makes sense. <p>Jessica Alexander made a motion to invoke the rule of necessity and allow Paul Fournier to return as a voting member and was seconded by Kim Williams.</p> <p>Vote was taken:</p> <ul style="list-style-type: none"> • 4 members were in favor: Jessica Alexander, Mike Jones, Kim Williams, Jaelen Spencer • 0 members were opposed: • 2 members were recused: Paul Fournier and Sharon Green • 1 members absent during this vote: Eugene Buttici <p>The motion passed and Paul Fournier returned to the committee.</p> <p>The Chair opened the items for public comments.</p>

Public comments were made.

- Sharon Green
- Rose Beardshear
- Dr. Pat Leslie

Discussion and Questions from the Committee:

- Jessica Alexander – The upcoming annual review of the charter gives an opportunity to update chapters within the charter.
- Jason Searles – The Charter provides path for grievances with specific Committee members. Code of Conduct violations and violations of decorum principles are within the purview of this committee.
- Jessica Alexander – Questioned if the remedy would be the annual review?
- Jason Searles – Annual review would be the place to discuss discrepancies within the charter.
- Mike Jones – Asked if the committee should submit a recommendation to amend the charter.
- Jessica Alexander – Stated that would be out of the jurisdiction of this committee.
- Jaelen Spencer – Expressed concern over not having ample understanding of the grievance.
- Jessica Alexander – Read the complaint aloud.
- Mike Jones – Clarified that there is no grievance process for a complaint like this.
- Paul Fournier – Clarified that the complaint says 3 elected positions have not been filled and that the remedy would be electing members as soon as possible.
- Jessica Alexander – Stated that this committee should not be making those recommendations because this grievance does not address a code of conduct violation.
- Mike Jones – Stated the form used for submission does not address the complaint in question.
- Jessica Alexander – Stated she is pleased to know there is a HUD mandated timeline to address this issue at the annual review.

Jessica Alexander made a motion not to move forward with this grievance and was seconded by Kim Williams.

Vote was taken:

- 5 members were in favor: Jessica Alexander, Mike Jones, Paul Fournier, Kim Williams, Jaelen Spencer
- 0 members were opposed:
- 1 members recused: Sharon Green
- 1 members absent during this vote: Eugene Buttici

The motion was approved.

Being no other discussion, The Chair closed item # 3.

DISCUSSION / ACTION ITEMS	PRESENTER	ACTION/OUTCOME
<p>Receive report regarding the grievance filed by Sharon Green on August 4, 2025, regarding action on Victor Valley Family Resource Center's HHAP-3 funding award and consider merits of conducting a future violation hearing in accordance with Chapter 9 of the Governance Charter.</p>	<p>Jessica Alexander, Chair</p>	<p>The Chair opened item # 4 and asked that Committee Members needing to recuse themselves to please step out:</p> <ul style="list-style-type: none"> • Sharon Green – Complainant for the grievance. • Paul Fournier – Previous financial document assistance. <p>The Committee now being a seven (7) member board with only four (4) members present to vote on an item requiring a 2/3 vote of the Committee (e.g., minimum five members), the Chair determined that the current structure of the committee prevent the Committee from taking action. To preserve the body's ability to act, the Chair opened the discussion from the committee regarding invoking the Rule of Necessity.</p> <p>Jessica Alexander made a motion to invoke the rule of necessity to allow Paul Fournier to return as a voting member and was seconded by Kim Williams.</p> <p>Vote was taken:</p> <ul style="list-style-type: none"> • 4 members were in favor: Jessica Alexander, Mike Jones, Kim Williams, Jaelen Spencer • 0 members were opposed: • 2 members recused: Paul Fournier and Sharon Green • 1 members absent during this vote: Eugene Buttici <p>The motion passed and Paul Fournier returned to the committee.</p> <p>The Chair read aloud the grievance and noted the attachment mentioned in the complaint is not in the agenda. OHS was unable to provide the complete grievance. Paul Fournier was able to locate the document and sent it to committee members. Mike Jones read the attachment aloud.</p> <p>The Chair opened the items for public comments. Public comments were made.</p> <ul style="list-style-type: none"> • Rose Beardshear • April Ramirez • Sharon Green <p>Discussion and Questions from the Committee:</p> <ul style="list-style-type: none"> • Jessica Alexander – Clarified that the committee's duty here is to decide to move forward with a hearing. • Paul Fournier – Stated procedural rules have been used in the past to inhibit the will of the voting body and see's that as the core issue of the complaint. Questioned if the intent is to be punitive or insure the complaint doesn't happen again.

		<ul style="list-style-type: none"> • Kim Williams – Clarified this grievance process does not address the resending of HHAP 3 funds but address the allegation of improper procedure. • Jessica Alexander – Stated this vote moves forward with a hearing and remedies will be discussed at a later date. <p>Jaelen Spencer made a motion to move to a hearing and was seconded by Mike Jones.</p> <p>Vote was taken:</p> <ul style="list-style-type: none"> • 5 members were in favor: Jessica Alexander, Mike Jones, Paul Fournier, Kim Williams, Jaelen Spencer • 0 members were opposed: • 1 member recused: Sharon Green • 1 member absent during this vote: Eugene Buttici <p>The motion was approved.</p> <p>Being no other discussion, The Chair closed item # 4.</p>
Set the date, time, and location for the next Bylaws and Membership Committee meeting.	Jessica Alexander, Chair	<p>The Chair opened item # 5</p> <p>Discussion and Questions from the Committee:</p> <ul style="list-style-type: none"> • Jessica Alexander – The hearing will a meeting of the Bylaws and Membership Committee and asked committee member to be present in person. • Jaelen Spencer – Asked if the needed 30 day notice is 30 calendar days or business days. • Jason Searles – Answered 30 business days. • Jessica Alexander – Requested OHS coordinate a date. • Mike Jones – Stated to keep in mind Supervisor Baca's schedule. • Paul Fournier – Stated the meeting will have to take place after September 22 and recommended the first week of October. • Jessica Alexander – Set a tentative date of October 8, 2025. <p>Being no other discussion, The Chair closed item # 5.</p>
COMMITTEE MEMBER COMMENTS	PRESENTER	ACTION/OUTCOME
		<p>The Chair opened the floor for comments from the Bylaws and Membership Committee members.</p> <p>Discussion ensued:</p> <ul style="list-style-type: none"> • Paul Fournier – Mentioned to remain focused on changing the bylaws as needed.

ADJOURNMENT		
		Meeting adjourned at 11:45 PM
Next Meeting		<p>The next CoC Committee Meeting will be held as follows:</p> <p>TBD</p>

Grievance Form

Instructions:

If you have a complaint/grievance that you would like to file regarding the violation of the ICH Governance Charter Code of Conduct or Conflict of Interest please complete the following form. The complaint/grievance will be investigated and a response will be provided within 20 business days of Bylaws and Membership Committee's final decision.

Name of Person Making Complaint:	Sharon Green	Date of event(s):	8-4-2025
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Statement of Complaint – Please provide details of the situation and complaint including any of the specific dates of appointment, conversations or actions involved by the Member of the Interagency Council on Homelessness (ICH). (If more space is needed, continue to the back of the form or attach another document.)

I am submitting this formal grievance to address the actions of the CoC Board Chair, Mr. Baca, who unilaterally rescinded Victor Valley Family Resource Center's (VVFRC) HHAP-3 funding award. This decision was made without placing VVFRC's request to amend our Scope of Work on the CoC Board agenda, as recommended by the High Desert Regional Steering Committee and in accordance with procedures outlined in the CoC Governance Charter. VVFRC made every effort to comply with the requirements and expectations communicated by the Office of Homelessness, including grant conditions under HHAP-3 and formal directives issued by the Community Development Department (CDH). The Board Chair's failure to follow the prescribed process undermines the governance framework established to ensure fairness, transparency, and regional input. While I initially submitted a version of this complaint on July 15, 2025, I acknowledge it was not filed on the official grievance form. Furthermore, as this complaint concerns the conduct of the Board Chair, the Governance Charter stipulates that such grievances must be submitted to the Vice Chair, not the Chair. I now recognize that sending the initial grievance directly to Chair Baca may have exposed VVFRC to retaliation or other adverse consequences. For your review and consideration, I have attached the original grievance dated July 15, 2025, which details our concerns regarding the Chair's actions and the resulting harm to VVFRC's standing and funding. I have attached the original grievance dated July 15, 2025, which details our concerns regarding the Chair's actions and the resulting harm to VVFRC's standing and funding.

May we contact you for further information? ☒ YES ☐ NO

If yes, please provide contact information:

a. Primary Phone Number (if available)	
b. Email Address (if available)	
c. Address (if available)	
d. Secondary Phone Number	

What is the best method to contact you? ☒ Phone Call ☐ Text ☐ Email

Signature of Person Making Complaint:	<i>Dr. Sharon Green</i>	Date:	8/4/2025
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This form can be submitted to Joy Woodard, Office of Homeless Services Executive Administrative Assistant

- a. Email to: ohs@hss.sbcounty.gov
- b. Mail to: Office of Homeless Services, 560 E. Hospitality Lane Suite 200, San Bernardino, CA 92408-0044



Victor Valley Family Resource Center
16000 Yucca Street
Hesperia, CA 92345



July 15, 2025

San Bernardino City and County Continuum of Care Board
c/o Office of Homeless Services
303 E. Vanderbilt Way
San Bernardino, CA 92415

Subject: Formal Complaint Regarding Rescission of HHAP-3 Funding to Victor Valley Family Resource Center

Dear San Bernardino City and County Continuum of Care Board Members,
I am writing on behalf of the Victor Valley Family Resource Center (VVFRC) to formally express our deep concern and objection to the Continuum of Care (CoC) Board's decision to rescind HHAP-3 funding previously allocated to our organization. This decision is particularly troubling given VVFRC's efforts to comply with the requirements explicitly outlined by the Office of Homelessness and the HHAP-3 grant expectations, including formal communications and directives from the Community Development Department (CDH).

On November 7, 2024, VVFRC received a letter from Annette Florez, CDH Programs Administration Supervisor, stating that we needed to have the property at 15990 Yucca Street, Hesperia, CA 92345 in escrow within six months of that date. However, before submitting a scope of work change request for this new address, site control was required. As this was an acquisition, placing earnest money on the property was the only way to initiate escrow and secure site control.

Unfortunately, the property owner decided not to wait the required minimum of 90 days to close escrow and ultimately pulled the property off the market to sell to a cash buyer. That property remains unoccupied. I promptly notified Ms. Harmon's team of the seller's decision to cancel escrow due to having a cash buyer.

VVFRC acted swiftly to identify another property with an owner willing to accommodate the County's funding timeline. We placed earnest money down again and signed a new Purchase and Sale Agreement (PSA) on March 3, 2025, following all required processes. I also submitted the PSA to Ms. Harmon's team and awaited formal approval from the High Desert CoC and the CoC Board.

On March 4, 2025, I received another email from Ms. Florez. Attached was a letter changing the project deadline and stating that if a PSA was not submitted by March 17, 2025, the CoC Board would need to discuss the potential reallocation of the funds. That same letter reaffirmed the final expenditure deadline of June 26, 2026.



VICTOR VALLEY FAMILY RESOURCE CENTER
VVFRC.ORG THE SOLUTION FOR HOMELESSNESS

PROVIDE MENTAL, SOCIO-ECONOMIC AND EDUCATIONAL
SERVICES TO STRENGTHEN OUR COMMUNITY VVFRC.ORG

16000 YUCCA ST. HESPERIA, CA 92345
Ph: 760 669-0300 | Fx: 760 669-0301



In response, VVFCRC once again met the updated requirements. We submitted the request for address and scope of work approval to the High Desert CoC on March 17, 2025. It was approved and forwarded to the CoC Board on March 28, 2025. Amendment Two, replacing my name with Victor Valley Family Resource Center, was executed on April 12, 2025, well before the original six-month deadline of May 7, 2025. I also sent all the documents to the CDH team as a courtesy update, since we were awaiting formal approval from the CoC Board.

Despite this, our request was never placed on the Board agenda. Chair Baca chose not to act on the approval request, even though it was submitted in a timely manner and fully complied with the guidance provided by CDH.

It is also important to note that the property at Hidden Pines is still being held for VVFCRC. In a further show of collaboration and commitment, the property developer has connected us with one of his lenders who offers specialized funding to assist nonprofit organizations with acquisitions and development. This demonstrates not only our continued progress toward fulfilling the project's goals but also the strong support we have from the private sector to leverage public funds responsibly and effectively.

During the recent public meeting, Ms. Harmon remarked that VVFCRC missed several deadlines. While I acknowledge that some timelines have shifted, those delays were caused directly by the absence of the required Board action, not by inaction on the part of VVFCRC. Without the CoC Board's vote to approve the scope of work change, we were procedurally barred from moving forward.

Additionally, Chair Baca publicly claimed that VVFCRC could not complete the project. This statement disregards the fact that capacity was not the limiting factor; the lack of Board support and procedural delays were. VVFCRC has consistently demonstrated its ability to implement successful housing projects and was fully prepared to do so again under HHAP-3.

These actions raise significant concerns regarding transparency, equitable governance, and compliance with the governance processes outlined in the CoC Charter. Based on my review, the Charter requires the election of a Chair, Vice Chair, and Secretary. However, to date, these elections have not occurred, leaving the governance structure itself in violation of its own requirements.

As a result, I am submitting this complaint not only to the CoC Board but also to:

- Mr. Dillard, as the lead of the Administrative Agency
- Mrs. Anna Ulibarri, Facilitator of the High Desert CoC
- Mr. Baca, current CoC Board Chair
- And the full CoC Board Membership

Given the repeated pattern of withdrawing funding for housing projects in the High Desert—an area with the second-highest population of unhoused individuals in the county—I am left with no alternative but to formally call for a review. This situation reflects a breakdown in governance and threatens the equitable distribution of resources to the most vulnerable communities.



I respectfully request that the CoC immediately review this matter and reinstate a fair and transparent process that reflects the values and commitments of this Board to address homelessness countywide.

Thank you for your attention to this critical issue. VVFRC remains committed to collaborative partnerships and advancing housing solutions for our community.

Sincerely,

Dr. Sharon Green

Dr. Sharon Green
Executive Director
Victor Valley Family Resource Center

Letter 1



HHAP 3 Funding Decision

From [REDACTED]
Date Thu 11/7/2024 3:30 PM
To Sharon Green [REDACTED]
Cc [REDACTED]

Hi Sharon,

This email is in regards to Item #10 on the ICH Agenda for the November 7, 2024 Special Meeting, to Approve the Victor Valley Family Resource Center's (VVFRC) request to amend the scope of work submitted in response to Request for Applications (RFA) OHS 23-01, redirecting Homeless Housing, Assistance and Prevention (HHAP) Round 3 funds awarded for the acquisition of 16045 Chiwi Road Apple Valley, CA 92307 to the acquisition a property located at 15990 Yucca Street Hesperia, CA 92345 because the owner removed the property off the market.

The item was approved by the ICH Board with a timestamp condition that the property on 15990 Yucca Street in Hesperia, CA, has entered into escrow within 6 months from today, November 7, 2024.

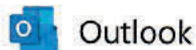
Thank you,

Annette Florez
Programs Administrative Supervisor
Office of Homeless Services
560 E Hospitality Ln, Unit 200
San Bernardino, CA 92408
909-501-0645



Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov

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HHAP 3 Amendment

From Florez, Annette [REDACTED]

Date Tue 3/4/2025 5:44 PM

To Sharon Green [REDACTED]

Cc [REDACTED]

1 attachment (186 KB)

HHAP 3 Funding VVFCR 03.04.2025.pdf;

Dear Sharon,

This is a reminder that on November 7, 2024, the CoC Board requested that VVFCR amend its scope of work for the HHAP 3 application. The application for HHAP 3 funds, which was originally awarded for the acquisition of a property at 16045 Chiwi Road, Apple Valley, CA 92307, was to be amended to 15990 Yucca Street, Hesperia, CA 92345. The CoC passed a motion giving VVFCR six months from November 7, 2024, to find a replacement property.

As of the date of this reminder, VVFCR has not yet submitted a complete Purchase and Sale Agreement (PSA) for a replacement property. An incomplete PSA was submitted but it had missing pages, and it expired at the end of January 2025. In response, the County Community Development and Housing Department advised VVFCR to submit an updated PSA and to provide for an escrow period to 90 days to accommodate the Board of Supervisor's review process.

At this time, we are still awaiting the submission of the updated PSA from VVFCR and the CoC Board will need to discuss the possible reallocation of the funds if an updated PSA is not received by **March 17, 2025**. The expenditure deadline for these funds is June 30, 2026.

Thank you for your prompt attention to this matter. You will also be receiving a copy of this reminder via postal mail.

Thank you,

Annette Florez

Programs Administrative Supervisor

Office of Homeless Services

560 E Hospitality Ln, Unit 200

San Bernardino, CA 92408

909-501-0645

Sales Package Checklist



Community	Pacific Jasper	Tract #	16677	Phase	04	Lot #	200
Buyer's Name(s)	Sharon Green						
Current Address							
Email Address							
Home Phone	() -	() -					
Cell Phone	(760) 963-7878	() -					
Lender's Name		Phone#		Email			

1st Package from the CRM via DocuSign

***ITEMS IN BOLD ARE REQUIRED**

	Purchase and Sale Agreement (Rev. Date:)	Required
	Estimated Delivery Date Notice	Required
	Addendum A - Escrow Holder's General Instructions	Required
	Addendum B - Option Order	Required
	Addendum B Option Order # [2] [3] [4] [5] [6] [7] [8] [9] [10]	If applicable
	Addendum C - Contingency	If applicable
	Addendum D - Right to Repurchase	If applicable
	Addendum E - Model Home Disclosure (Model Only)	If applicable
	Addendum F - Leased Home	If applicable
	Addendum G - Golf Course Disclosure	If applicable
	Lender Designation and Waiver of Right	If applicable
	Supplemental Golf Course Disclosure (Eagle)	If applicable
	Outside Lender Information	If applicable
	Additional Debits	Required
	Conditional Subdivision Public Report Addendum (BRE only)	If applicable
	Acknowledgment of Disclosures Re: Senior Citizen Housing Dev. (Orchid)	If applicable
	Business Arrangement Disclosure Statement (Preferred Insurance)	Required
	Option Procedures	Required
	Entry Waiver and Indemnification for Entry	Required
	Flooring Procedure	Required
	Closing without Flooring	If applicable
	Disclosure Statement (Project: Pacific Jasper)	Required
	Drainage Acknowledgement	Required
	Wood Cabinets and Granite Disclaimer	Required
	California Civil Code 895 to 945.5 (signed 1st page only)	Required
	Disclosure regarding Real Estate Agency Relationships	Required
	Combined Guides Earthquake, Environmental and Mold Signature Page	Required
	Homeowners Guide to Fire Sprinklers Systems	Required

2nd Package

Please overnight the below items by ONTRAC

***ITEMS IN BOLD ARE REQUIRED**

1	Sales Package Checklist	Required
2	Earnest Deposit (Please Staple on this form) Cashier's check if closing within 21 days, No 3rd party checks. Payable to: The Escrow Specialists	Required
3	Option Deposit (Please Staple to this form or to the Addendum #) Cashier's Check Only. Payable to : The Escrow Specialists	Required
4	Sales Contract Summary	Required
5	Inventory Prices	Required
6	Confidential Information Statement- Completed by Buyer	Required
7	Vesting Form	Required
8	Buyer Survey and Profile - Completed by buyer	Required
9	Property Disclosure - Natural Hazard Report	Required
10	Builder's Property Tax Disclosure Report (Report Date:)	Required
11	Precise Grading Plan / Site Exhibit	Required
12	Broker Registration and Commission Agreement	If applicable
13	Public License Info. (www2.dre.ca.gov/PublicASP/pplinfo.asp)	If applicable
14	[] W9 Form [] Business Card	If applicable
15	Broker Priority Club	If applicable
16	Referral Form and [] W9 Form	If applicable
17	Receipt for Public Report (BRE only)	If applicable
18	Insurance Quote (Please request our preferred Insurance Co.)	If applicable
19	Pre-Qual Application (from lender)	If applicable
20	Finance Application (from approved lender)	If applicable
21	Special Option Order	If applicable
22	Proof of funds (Cash Buyer only)	If applicable
23	Key Release (At Close of Escrow)	Required

CHECK MUST BE UNDER BUYER'S ACCOUNT AND NOT A THIRD PARTY CHECK

File Must Be Complete Before Sending In - No Piece Mailing Please

**PURCHASE AND SALE AGREEMENT,
ESCROW INSTRUCTIONS, AND RECEIPT FOR DEPOSIT
FOR **PACIFIC JASPER**
LOT NO. 200 -- TRACT NO. 16677**

☐ Standard Subdivision

☐ Common Interest Development

THIS IS AN OFFER FROM

Sharon Green ("Buyer")

(Full Name(s) and vesting as Title is to Be Taken)

for the purchase of the real property hereinafter described upon the terms and conditions more particularly set forth herein and any Addenda attached hereto and is not a binding agreement until executed by Seller and an executed copy delivered to Escrow Holder.

- **NOTICE OF ARBITRATION: SECTION 28 OF THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY TRIAL. YOU MUST READ THE ARBITRATION PROVISION CAREFULLY AND SHOULD CONSULT WITH LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS.**

1. **PROPERTY DESCRIPTION.** The property which is the subject of this Agreement is described as that certain real property and the residence and improvements to be constructed thereon located in the County of ("County"), and further described as:

LOT 200 of TRACT 16677 as shown on that certain map recorded in Book , Pages to , inclusive, of Official Records of County.

commonly known as 13898 Hidden Pines Ct., in the City of Victorville, zip code
(Street Address)

California (the "Property"). The Property plan type and elevation shall be 4 / B.

2. **PURCHASE PRICE AND PAYMENT.** Buyer agrees to pay the following Total Purchase Price as consideration for the purchase of the Property. Some of the amounts listed below are estimates only and are subject to change based upon the actual costs involved. The Total Purchase Price will increase if Buyer purchases optional items or changes. Buyer understands and agrees that any deposit(s) that may be paid subsequently for options, upgrades, extras and the like are to be treated as deposits on the Total Purchase Price of the Property. Amounts listed below shall be paid into Escrow prior to the Close of Escrow, except as otherwise provided for herein.

A. PURCHASE PRICE:		
(i)	Sales Price	<u>\$ 574,990</u>
(ii)	Other (Agreed Upon Options/Upgrades)	<u>\$ 0</u>
(iii)	"Total Purchase Price"	<u>\$ 574,990</u>
B. PURCHASE MONEY DEPOSIT:		
	(Check No. _____)	<u>\$ 5,000</u>
C. ESTIMATED LOAN AMOUNT:		
		<u>\$ 564,575</u>
D. BALANCE OF CASH DOWN PAYMENT:		
(i)	Balance of Cash Down Payment (estimated)	<u>\$ 5,415</u>
(ii)	Estimated Non-Recurring Buyer Closing Costs	<u>\$ 7,654</u>
(iii)	Estimated Recurring Buyer Closing Costs	<u>\$ 518</u>
(iv)	TOTAL ESTIMATED CASH DUE FROM BUYER PRIOR TO CLOSE OF ESCROW	<u>\$ 23,297</u>

E. FINANCING: (Initial One)

☒ **FINANCING REQUIRED.** Buyer will apply, qualify for, and obtain financing sufficient to close Escrow in the approximate loan amount above in the manner set forth in herein below, and Buyer's qualification for such financing is a contingency of this Agreement (the "**Loan Contingency**") unless otherwise agreed in writing. Buyer's contractual obligations regarding deposit, balance of down payment and Buyer Closing Costs are **not contingencies** of this Agreement. On or before the Final Loan Approval Date, Buyer shall, in writing, remove the Loan Contingency or cancel this Agreement, provided that such cancellation shall not constitute a waiver, release or discharge of any breach or default by Buyer under this Agreement. If Buyer removes, in writing, the Loan Contingency, Buyer shall conclusively be deemed to have assumed all liability, responsibility and expense for the inability to obtain financing.

☐ **FINANCING NOT REQUIRED.** Buyer will provide all cash to close Escrow without obtaining a loan. Buyer's qualification for financing is NOT a contingency of this Agreement.

"Pre-qualifying Lender":

"Final Loan Approval Date": **Forty-Five (45) days after the Effective Date**

"Final Lender Designation Date": **Seven (7) days after the Effective Date**

"Scheduled Closing Date": **04/09/2025**

3. **BUYER CLOSING COSTS:** Regardless of the estimate stated above, Buyer agrees to deposit into Escrow within the time required under [Section 8](#) and to pay at the Close of Escrow, the actual costs of the following (collectively referred to herein as the "**Buyer Closing Costs**"): loan fees (including but not limited to loan origination fees and/or discount fees) and other lender's charges as set forth in lender's loan document package or otherwise; fees to loan broker, if any; fees for recording the Grant Deed, trust deed(s), and such other documents as are being recorded through the Escrow for Buyer's benefit; documentary transfer taxes; all escrow fees and other charges of Escrow Holder; all sub-escrow fees charged by the Title Company if there is a loan; the cost of the premium for the Buyer's Title Policy (as defined in [Section 7](#)); the cost of the premium for the lender's policy of title insurance together with endorsements required by lender to said policy, if applicable; messenger fee(s) to and from lender and/or insurance agent, if any; the prorated portion of real property taxes and assessments, as further described herein; the prorated portion of Homeowners Association assessments, if any, as further described herein; Homeowners Association transfer/set-up fee, if any; Disclosure Source or similar report selected by Seller, and all other expenses, impounds, and closing costs not expressly payable by Seller under the terms of this Agreement.

Buyer acknowledges that the Buyer Closing Costs may vary from any of the amounts set forth herein. Seller and its representatives make no representations as to the actual, final costs to be paid by Buyer. Buyer should consult its Lender(s) to ascertain the all closing costs associated with Buyer's Loan(s).

4. **ADDENDA.** If one of the following boxes is checked, the particular Addendum will be attached hereto and shall be incorporated into this Agreement by reference, as if set forth in full herein (if "None", then indicate):

- ☒ **Addendum "A" – Escrow Holder's General Instructions**
☒ **Addendum "B" – Option Order**
☐ **Addendum "C" – Contingency**
☐ **Addendum "D" – _____**
☐ **Addendum "E" – _____**

5. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:

"Agreement" means this Purchase and Sale Agreement, Escrow Instructions and Receipt for Deposit and any addenda attached hereto.

"Authorized Disbursements" means the funds Buyer authorizes Escrow Holder to disburse to third parties from Buyer's deposits, which include the following: loan application; credit report; Escrow fees and services, including cancellation charges; preliminary title reports; appraisal fees; and any costs and fees associated with processing of Buyer's loan(s).

"Close of Escrow" means the day that the Grant Deed transferring title to the Property to Buyer is recorded or filed in the office of the Official Records of the County Recorder in which the Property is located.

"Effective Date" means the date on which Buyer's offer to purchase the Property is accepted by Seller.

"Escrow" means the escrow described in [Section 6](#) below.

"Escrow Holder" means **The Escrow Specialists, Inc., a licensee of the California Department of Corporations, Julie Haskins, (949) 261-6222.**

"Lender" means the lender(s) from whom Buyer has elected to obtain the Loan(s).

"Lender Approval" means the unconditional approval of the Loan to Buyer by the Lender.

"Loan" means the first and/or second trust deed loan, if any, obtained by Buyer.

"Project" means that certain subdivision project in which the Property is located.

"Total Purchase Price" means the amount indicated above as the Purchase Price of the Property, together with the purchase price of any extra or optional items subsequently purchased by Buyer in accordance with the terms of this Agreement.

"Title Company" means or such other title company licensed to do business in the State of California as Buyer may designate.

6. **ESCROW.**

A. **Opening.** An Escrow shall be opened within seven (7) days following acceptance of this Agreement by Seller, with the Escrow Holder designated herein. The general escrow instructions to Escrow Holder are attached hereto as **Addendum A**, which general instructions, together with this Agreement, shall constitute Buyer's and Seller's instructions to Escrow Holder, provided that if there is any conflict or inconsistency between the terms set forth in the body of this Agreement and Escrow Holder's general instructions, the terms set forth in the body of this Agreement shall prevail. Buyer's deposits shall be placed in a non-interest bearing account with Escrow Holder. Escrow Holder shall not be responsible for the obligations of Seller and Buyer under this Agreement.

In the event Seller, Escrow Holder, or Buyer's lender requires separate or additional instructions, Buyer agrees to join in such Escrow by executing and depositing such Escrow Instructions with Escrow Holder within two (2) working days of receipt of the forms provided by the Escrow Holder. Failure of Buyer to execute escrow instructions or other required documents within two (2) days of receipt, shall constitute a Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

B. **Fees and Costs.** Buyer shall pay all Buyer Closing Costs and Authorized Disbursements.

C. **Pro-rations.** Real property taxes and assessments allocable to the Property shall be prorated between Buyer and Seller at the Close of Escrow, based on amounts to be provided to Escrow by Seller. Escrow Holder shall not be responsible for the accuracy of information so supplied. Any difference between the amount of taxes used for proration purposes and the amount of any actual tax liability shall be settled between the parties on a prorated basis outside of Escrow. All pro-rations shall be made on the basis of a 365 day year.

D. **Supplemental Taxes.** The following information is provided as required by Section 1102.6c of the California Civil Code:

"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 question concerning this matter, please call your local Tax Collector's Office."

Buyer shall bear and pay any such supplemental taxes in their entirety and Seller shall have no liability with respect thereto.

E. **Homeowner Association Dues.** (APPLIES ONLY IF [SECTION 31](#) IS CHECKED) The monthly assessment shall be prorated as of Close of Escrow unless assessments commence at a later date pursuant of the provisions of the CC&Rs (as defined below). In addition, Buyer shall be charged with the assessment for the full month following the Close of Escrow, which shall be disbursed along with the prorated amount to the Association upon the Close of Escrow.

7. **TITLE.** The Property shall be conveyed subject to the usual Title Company printed exceptions, real property taxes and assessments, the installment or installments of which are not due or delinquent, special district levies, matters affecting title suffered or created by or with the written consent of Buyer, encumbrances, covenants, conditions, restrictions, reservations, easements, district levies, rights-of-way, reservation of mineral rights, and all matters which are otherwise of record or apparent, as of the Close of Escrow, including, without limitation, any exceptions shown on the preliminary title report. The grant deed conveying title to Buyer ("**Grant Deed**") shall be deposited by Seller in Escrow and shall recite that title is being conveyed "SUBJECT TO" those items specified in said Grant Deed, as such items are more specifically described above in this Section.

At Close of Escrow, the Title Company shall furnish Buyer, at Buyer's expense, a CLTA/ALTA "Homeowner's Policy of Title Insurance", insuring title vested in Buyer subject to the above listed exceptions ("**Buyer's Title Policy**"). If such homeowner's policy of title insurance is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND/OR TAX CONSEQUENCES. BUYER IS ENCOURAGED TO DISCUSS THIS SUBJECT WITH BUYER'S LEGAL AND/OR TAX ADVISOR. If the vesting of title will be different from that which is indicated above, Buyer shall notify Escrow Holder and Seller in writing not more than ten (10) days after the execution of this Agreement by Buyer

8. **FINAL FUNDS.** Buyer shall deposit into Escrow all final funds necessary to close the Escrow (i) at least five (5) business days prior to Close of Escrow if the funds are deposited in the form of a cashier's check, and (ii) at least two (2) business days prior to the Close of Escrow if the funds are deposited by wire transfer. Buyer's failure to timely deposit final funds in accordance with the requirements of this Section shall constitute a Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

9. **CLOSE OF ESCROW.** Escrow shall close on the later of (i) the Scheduled Closing Date or (ii) two (2) days after the Property is completed and ready for occupancy and after approval of the appropriate governmental authority permitting occupancy. BUYER NEVERTHELESS AGREES THAT ESCROW MAY, AT SELLER'S SOLE OPTION, CLOSE EARLIER THAN THE SCHEDULED CLOSING DATE UPON TEN (10) DAYS NOTICE TO BUYER FROM SELLER THAT THE PROPERTY IS, OR WITHIN TEN (10) DAYS WILL BE, COMPLETED AND READY FOR OCCUPANCY, PROVIDED THAT THE LOAN CONTINGENCY, IF APPLICABLE, HAS BEEN REMOVED, IN WRITING, BY BUYER, AND FURTHER PROVIDED THAT AT THE TIME OF CLOSING SELLER HAS RECORDED OR WILL RECORD A NOTICE OF COMPLETION WITH THE COUNTY RECORDER OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. If Buyer fails to timely close Escrow as required under this Section, Buyer shall be in Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement. If Seller, in Seller's sole and absolute discretion, elects to proceed with the sale of the Property to Buyer notwithstanding Buyer's failure to timely close Escrow, Buyer agrees to pay Seller at the Close of Escrow an extension fee in an amount equal to **Two Hundred Dollars (\$200.00) per calendar day** from the closing deadline under this Section until the Close of Escrow ("**Extension Fee**"). Escrow Holder is hereby authorized to collect from Buyer and credit Seller with any such Extension Fee as part of the Buyer Closing Costs. Any Extension Fee paid by Buyer under this Section shall be deemed fully earned by Seller when paid by Buyer and shall not be applied to the Total Purchase Price but shall be separate consideration to Seller for Seller's agreement to extend the date for the Close of Escrow.

If Escrow does not close within one (1) year after the Effective Date, through no fault or Default of the Buyer, then within 15 days thereafter, either Seller or Buyer may cancel this Agreement by serving written notice of cancellation on the other party and Escrow Holder in the manner prescribed by [Section 32E](#) (Notices) below. If either Seller or Buyer elects to cancel this Agreement pursuant to the preceding sentence, all of Buyer's deposits shall be refunded to Buyer within fifteen (15) days of receipt of the notice of cancellation, Seller shall pay all escrow cancellation charges, Seller shall have no further obligation to sell the Property to Buyer, each Party shall be deemed to have released the other of and from all obligations arising under this Agreement, and Seller shall be free to resell the Property.

BUYER HEREBY ACKNOWLEDGES THAT THE SCHEDULED CLOSING DATE IS MERELY SELLER'S BEST ESTIMATE OF THE CLOSING DATE AND THAT THE ACTUAL CLOSE OF ESCROW MAY BE DELAYED BY WEEKS OR MONTHS BEYOND THE SCHEDULED CLOSING DATE. BUYER HEREBY RELEASES AND HOLDS HARMLESS AND WITHOUT FAULT SELLER, PACIFIC COMMUNITIES BUILDER, INC. ("**CONTRACTOR**"), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS, FROM ANY CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, PENALTIES, LIABILITY, OR EXPENSES OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO STORAGE CHARGES, RENT PAYMENTS, MOVING COSTS, AND INTEREST RATE CHANGES, ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY DELAY OF THE CLOSE OF ESCROW, REGARDLESS OF THE REASON FOR SUCH DELAY, THE RISK OF WHICH BUYER HEREBY EXPRESSLY ASSUMES. BUYER'S RELEASE, INDEMNITY AND ASSUMPTION OF RISK UNDER THIS PARAGRAPH SHALL SURVIVE CLOSE OF ESCROW OR ANY TERMINATION OF THIS AGREEMENT.

BUYER'S INITIALS: SLG _____

Notwithstanding any contrary provision of this Agreement, Buyer and Seller intend that this transaction be exempt from the provisions of Chapter 42 of Title 15 of the United States Code (Interstate Land Sales). To the extent that this transaction is not otherwise exempt under 15 U.S.C. section 1702: (i) this transaction and Agreement shall be construed so as to satisfy the requirements of 15 U.S.C. section 1702(a)(2); (ii) Seller shall erect the residence within a period of two (2) years after the date Buyer signs this Agreement, subject to delays beyond Seller's reasonable control; and (iii) nothing in this Agreement shall be deemed to abrogate or limit in contravention of section 1702(a)(2) any obligation of Seller to erect the residence within the time required under that section or any right of Buyer to specific performance.

10. **CONDITIONS TO CLOSE OF ESCROW.** The Escrow shall not close, funds shall not be released from Escrow, and title shall not be conveyed to the Buyer UNTIL ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- A. Seller has complied with the purchase money requirements of Business and Professions Code Sections 11013, 11013.1, 11013.2 or 11013.4 as applicable, and Buyer will be provided (at Buyer's expense) a policy of title insurance showing that the Property is free and clear of any blanket encumbrances as defined in Section 11013. For purposes of compliance with Section 11013.2(a), a release from a blanket encumbrance resulting from a deed of trust or mortgage shall require satisfaction with the following:
 - (i) An instrument has been duly recorded unconditionally reconveying and releasing the property being sold or leased from the lien or charge of such deed of trust; or

- (ii) Buyer is notified that an agreement or demand constituting a release agreement as defined in Regulation 2791.1(b)(2)(A) has been duly deposited with Escrow Holder and is available to Buyer on request for each such deed of trust, and Buyer will be provided (at Buyer's expense) a policy of title insurance insuring Buyer against loss by reason of each such deed of trust.

and;

- (iii) Escrow holder has received written notice from the title insurance company that each and every money encumbrance, including without limitation any mortgage or deed of trust filed for record prior to the time of recording of the CC&Rs (if any), has been either a) expressly reconveyed, or b) or subordinated to the CC&Rs (if any).

B. (APPLIES ONLY IF THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST DEVELOPMENT AS DEFINED IN CALIFORNIA CIVIL CODE SECTION 4075, ET SEQ.) The Escrow shall not close, funds shall not be released from Escrow, and title shall not be conveyed to the Buyer UNTIL THE FOLLOWING CONDITIONS HAVE BEEN MET WITH RESPECT TO ALL COMMON AREA IMPROVEMENTS IN THE PHASE OF THE PROJECT IN WHICH THE PROPERTY IS LOCATED:

- (i) In compliance with California Business and Professions Code Section 11018.5(a)(2)(B), all common area improvements in the phase of the Project in which the Property is located have been completed, as evidenced by a Notice of Completion (as defined in California Civil Code Section 8182) being recorded covering all such improvements; and
- (ii) The statutory period for recordation of all mechanic's liens has expired, or Buyer and the Homeowners Association, if applicable, are provided policies of title insurance with endorsements insuring against mechanic's liens.
- (iii) As an alternative to subsections 10(B)(i) and (ii) above, the Escrow shall close if Seller has provided security or evidence of cash deposit or letter of credit pursuant to Business and Professions Code Section 11018.5(a)(2)(A) or 11018.5(a)(2)(E) for purposes of assuring lien-free completion of the common area improvements in the phase of the Project in which the Property is located which have not been completed as of the date of issuance of the Final Public Report for the Project pursuant to Department of Real Estate Form RE621A, and Buyer and the Homeowners Association, if applicable, are provided policies of title insurance with endorsements insuring against mechanic's liens.

11. **FINANCING.**

A. **Financing Schedule.** If a portion of the Purchase Price will be paid with financing proceeds, Buyer shall strictly adhere to the following procedure and deadlines:

(1) As soon as possible, but in any event no later than five (5) days after the Effective Date, Buyer shall have submitted to the Pre-qualifying Lender specified above ("**Pre-qualifying Lender**") all information and documents needed to obtain Final Loan Approval, including without limitation, credit explanations, two years of tax returns, federal W-2 forms, and profit and loss statements if Buyer is self-employed. For the purposes of this Agreement, "**Final Loan Approval**" shall mean that Buyer's loan has been approved by loan committee or has received other final approval without the need for further review and is ready to be funded subject only to the preparation and execution of loan documents and potential post-approval changes in interest rates, points, and other loan related costs.

(2) As soon as possible, but in any event no later than the Final Loan Approval Date, Buyer shall have received and provided Seller with Pre-qualifying Lender's written verification of Final Loan Approval.

(3) If Buyer fails to timely comply with [Sections 11A\(1\) or 11A\(2\)](#), above, Seller may, in Seller's sole and absolute discretion, either (i) specify in writing a new schedule or a date to which the deadline for Final Loan Approval under [Section 11A\(2\)](#) will be extended, or (ii) terminate this Agreement pursuant to [Section 23B](#) (Termination by Seller Upon Failure of Condition). Notwithstanding the foregoing, if Buyer's failure to timely comply with [Sections 11A\(1\) or 11A\(2\)](#) results from Buyer's misrepresentation, Buyer's request that Pre-qualifying Lender not approve the loan or any voluntary act of Buyer undertaken for the purpose of preventing or delaying Pre-qualifying Lender's approval, then Buyer's failure to timely comply with [Sections 11A\(1\) or 11A\(2\)](#) shall constitute a Default by Buyer within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

B. **Outside Lender Financing.** Notwithstanding [Section 11A](#), above, Buyer shall have the right to obtain financing from an institutional lender other than Pre-qualifying Lender ("**Outside Lender**"), provided that Buyer strictly complies with all requirements under this [Section 11](#), including but not limited to obtaining Final Loan Approval from Pre-qualifying Lender in accordance with [Sections 11A\(1\) and 11A\(2\)](#) and obtains Final Loan Approval from the Outside Lender on or before the Final Loan Approval Date. In the event that Buyer timely obtains Final Loan Approval from both Pre-qualifying Lender and an Outside Lender, Buyer shall commit to either the Pre-qualifying Lender or Outside Lender and shall submit such final lender designation ("**Final Lender Designation**") in writing to Seller and Escrow Holder no later than the Final Lender Designation Date. Buyer understands and acknowledges that the payment of appraisal, credit and other loan-related fees to any lender is solely Buyer's responsibility.

After the Final Loan Approval Date, Buyer shall not be entitled to apply for or obtain any modified, additional, or new loan commitment from any Lender or other source ("**New Loan**") without the express written authorization of Seller. Buyer's application for or obtaining any unauthorized New Loan shall not extend the Closing

Date and shall be deemed a Default by Buyer within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

C. **Lender Information Release.** Buyer authorizes Pre-qualifying Lender and any Outside Lender to release to Seller or Seller's sales representative all information concerning the status of Buyer's loan, including without limitation, application, submission conditions, submission, suspension, approval conditions, approval, denial, and the reasons therefore, status of loan documents, before funding conditions, and funding.

D. **Authorization; Acknowledgement.** Buyer authorizes Seller to obtain a credit report on Buyer. Buyer acknowledges and agrees that Buyer will be obligated to advance and pay all costs and fees charged by Lender to obtain loan approval and funding of the loan. BUYER IS SOLELY RESPONSIBLE FOR OBTAINING THE FINANCING NECESSARY TO PURCHASE THE PROPERTY, AND NO GUARANTEE HAS BEEN GIVEN BY SELLER OR THE LENDER, THEIR AGENTS, OR SALES REPRESENTATIVES THAT BUYER WILL EITHER QUALIFY FOR FINANCING OFFERED BY THE LENDER OR SECURE ANY OTHER LOAN OR FINANCING. SELLER HAS MADE NO REPRESENTATION THAT THE INTEREST RATE PREVAILING AT THE CLOSE OF ESCROW WILL BE THE RATE QUOTED BY THE LENDER TO BUYER AT THE TIME OF LOAN APPROVAL.

All financing and the terms and conditions thereof, including, without limitation, impound payments and interest rate, are a matter of concern solely between Buyer and the Lender and shall not in any way affect the rights or obligations of Seller or Buyer hereunder. The sale and purchase of the Property is not contingent upon Buyer's ability to retain the interest rate quoted at the time of loan approval and Buyer will be required to pay the interest rate charged by the Lender at the Close of Escrow.

BUYER HEREBY RELEASES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, RESPONSIBILITY OR OBLIGATION IN CONNECTION WITH ANY LOAN THAT BUYER OBTAINS FROM LENDER OR BUYER'S INABILITY TO TIMELY OBTAIN FINANCING FOR THE PURCHASE OF THE PROPERTY FROM LENDER, REGARDLESS OF THE REASON FOR BUYER'S INABILITY TO TIMELY OBTAIN SUCH FINANCING.

BUYER'S INITIALS: SLG _____

E. **Lender Limits on Buyer Credits.** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the parties ("**Contractual Credit**") shall be disclosed to Pre-qualifying Lender and Outside Lender (as applicable). If the total credit allowed by Buyer's Lender ("**Lender Allowable Credit**") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the parties, there shall be no adjustment to the Total Purchase Price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

F. **Verification of Funds.** Within three (3) days of the Effective Date, Buyer shall supply Seller with all information requested by Seller to verify the availability to Buyer of the cash funds necessary to complete the purchase of the Property and close Escrow. Buyer's failure to timely provide such information shall constitute a Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

G. **Accuracy of Information.** Buyer hereby represents and warrants to Seller that all information given to Seller, Escrow Holder, Pre-qualifying Lender and Outside Lender by Buyer, whether orally or in writing, shall be completely accurate, true, and correct when given and at all later dates. Should any information given to Seller, Escrow Holder, Pre-qualifying Lender or Outside Lender by Buyer prove to be inaccurate in any material respect, such inaccuracy shall constitute a Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement.

12. **NO CONTINGENCY FOR PRIOR SALE.** Except as otherwise expressly provided in a separate contingency addendum executed by Buyer and Seller, Buyer acknowledges and agrees that the sale and purchase of the Property contemplated by this Agreement is not contingent upon the prior sale of other property owned by Buyer and that Buyer shall be in Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement should Buyer fail to close on or before the Close of Escrow because of Buyer's inability to sell such other property.

13. **CONSTRUCTION.** It is understood that Buyer is purchasing a completed residence on the Property and that Seller is not acting as a contractor for Buyer in the construction of the residence. Although the completed residence may contain custom quality features, elements, amenities, and designs, there may be similarities in floor plans and specifications in another residence in the Project or vicinity. Seller is constructing the residence to Seller's own standards and specifications, including those relating to fit, finish, and quality, which may vary from the model, the approved plans and specifications, brochures, feature lists, renderings or other similar documents. Such plans and specifications, brochures, feature lists, renderings or other similar documents are subject to change without notice.

Any model home, rendering, or brochure shown to Buyer is displayed only for illustration and shall not be deemed an agreement by Seller to deliver the residence in exact accordance therewith. There may be variances in the construction from residence to residence, and from the plans and specifications. Seller reserves the right to make any changes or substitutions Seller deems necessary or desirable in the construction, materials, and fixtures contained in the finished Property, provided that Seller obtains the necessary approvals of the appropriate city or county department for such changes or substitution. Seller shall have the right to make the changes and substitutions described in this [Section 13](#) without adjustment to the Purchase Price. The consultation by Seller or Seller's agents with Buyer shall not be deemed a waiver of Seller's rights to make such changes or substitutions. Any changes requested by Buyer will not be made unless Seller agrees in writing.

None of the appurtenances, fixtures, appliances, and furnishings shown in any model is included in this Agreement, except as specifically described in this Agreement, or in a separate Option Order Addendum executed by Seller and Buyer. Seller reserves the right, at Seller's discretion, to substitute the type and location of materials,

appliances, and other items in the residence and on the Property of substantially equal quality and utility meeting the approval of Lender in order to complete the residence. The foregoing substitutions may include, without limitation, kitchen appliances, household fixtures, electrical outlets, and switches, hardware, wall surfaces, painting, and other similar items.

The useable or buildable area, location, and configuration of the Property and all improvements located thereon may fluctuate from that shown or displayed to Buyer in any drawings, plans, topographic maps, or models based upon Seller's placement of final improvements, including, without limitation, fencing, walls and slopes which shall be placed and constructed in Seller's sole and absolute discretion. Square footages are approximate. The Purchase Price is not based on square footage. Actual and useable footages may be different from the footages set forth on the plans and specifications. There are differences in the methods of measurement. Actual field construction may vary. All advertising materials are hereby superseded.

The location, size, height, and composition of all walls, fences, and other improvements to be constructed on the Property or adjacent thereto shall be determined by Seller in its sole and absolute discretion and despite models, drawings, or topographic maps displayed to Buyer, Seller has provided no representations, warranties, or assurances to Buyer as to the size, height, location, or composition of any wall, fence, or other improvement to be constructed on or adjacent to the Property. Seller has provided no representations, warranties, or assurances to Buyer regarding the suitability of any portion of the Property upon which no structure is built, including without limitation the soils on such portion of the Property, for any use or purpose.

Notwithstanding that Seller may be unable to complete or install on the Property any optional item, upgrade, decorator item, fixture, furnishing, or other improvement to be constructed on the Property, the Close of Escrow hereunder shall not be delayed so long as occupancy of the residence is approved by the applicable governmental authority. Except as otherwise provided in a separate Option Order Addendum executed by Seller and Buyer, Seller shall complete the remaining items as soon as reasonably possible after the Close of Escrow.

No warranties, expressed or implied, are or will be given by Seller or any representative of Seller with respect to the type, nature or size of any future construction, development or house plans or future phases, or as to Buyer incentives, auctions, price changes, appreciation, terms, or value, or relating to any structure, or landscaping, or construction that may hereafter be placed upon any parcel of real property that could affect the view from or the value of the Property, all such rights being specifically reserved.

14. **CUSTOM FEATURES; OPTIONS; UPGRADES.** The Property does not include any furnishings, draperies, decorator items, options, upgrades or landscaping except as specifically described in this Agreement, or in a separate Option Order Addendum executed by Seller and Buyer.

Additional options or upgrades, if any, may be purchased by the Buyer only by a written Option Order Addendum executed by Buyer and Seller. The price of such options or upgrades shall be added to the Total Purchase Price. Buyer must deliver to Seller a written offer to purchase options and/or upgrades on or before to the applicable deadline determined by Seller. In the event that Seller accepts Buyer's offer, Escrow Holder will be given additional escrow instructions regarding payment of such options and/or upgrades. Funds paid by Buyer for options or upgrades shall be impounded in Escrow.

Buyer agrees to make color, upgrades and option selections from the choices provided by Seller. Buyer's selection(s) shall be final. If Buyer fails to make such selection(s) within the specified time, Buyer conclusively shall be considered to have authorized Seller to select the colors, to have accepted the standard items, and to have elected no upgrades or optional items, and Seller shall have no liability or additional obligations to Buyer therefor.

15. **WALK-THROUGH INSPECTION.** Buyer shall make a final inspection of the Property accompanied by Seller prior to the Close of Escrow ("**Walk-Through Inspection**") for the purpose of preparing a written list of any corrective work that Buyer believes is necessary. Seller shall provide Buyer with at least five (5) days verbal notice of the date of the Walk-Through Inspection. Buyer's failure to make the Walk-Through Inspection at the time specified by Seller shall constitute a Default within the meaning and effect of [Section 22](#) (Buyer's Default) of this Agreement. Buyer acknowledges and agrees that any "Cosmetic Defect" (as defined in [Section 30](#) (Limited One-Year Warranty)) shall be conclusively deemed to have been caused by Buyer unless Buyer notifies Seller in writing of such Cosmetic Defect before the Close of Escrow.

Seller may refuse to perform corrective work requested by Buyer (in connection with the Walk-Through Inspection or otherwise) for any reason whatsoever in Seller's sole and absolute discretion by providing written notice of such refusal to Buyer in writing prior to the Close of Escrow ("**Refusal Notice**"). With seven (7) days after Seller's delivery of a Refusal Notice, Seller may, in its sole discretion, terminate this Agreement and cancel Escrow by delivering to Buyer and Escrow Holder Seller's written instructions to cancel the Escrow ("**Notice of Cancellation**"). Upon receipt of Seller's Notice of Cancellation pursuant to this Section, Escrow Holder is hereby irrevocably instructed to immediately cancel the Escrow and return Buyer's deposit(s) without deduction. In the event of such termination, Seller shall have no further obligation to sell the Property to Buyer, each Party shall be deemed to have released the other of and from all obligations arising under this Agreement, and Seller shall be free to resell the Property.

All corrective work agreed to by Seller may be completed after Close of Escrow. Buyer shall not delay the Close of Escrow or withhold any portion of the Total Purchase Price due to Seller's failure or inability to complete such corrective work before the Close of Escrow.

BUYER'S INITIALS: SLG _____

16. **VIEWS; FUTURE DEVELOPMENT.** Seller is not making any representations or warranties, express or implied, as to the creation or preservation of existing or future views from the Property, or as to whether any buildings, facilities, or improvements will be constructed, or that natural or landscaped areas will remain unchanged

or undeveloped, or the size of any home, fences, walls, or other obstruction(s) which may be built upon any lots in the Project or otherwise. Any view from the Property, whether developed or undeveloped, is not intended to be part of the value of the Property and is not guaranteed. Buyer hereby acknowledges and agrees that future projects, construction, fences, walls, and/or growth of trees or vegetation may impair the view from the Property.

Payment of a "premium" for a lot or residence based upon the location and/or view from the Property does not create a representation or warranty by Seller, express or implied, concerning the view or "premium" location a particular lot or residence will enjoy now or in the future. No salesperson, employee or agent has the authority to make any representations which contradict the foregoing, and Buyer acknowledges that he has not relied on any statements, commitments, representations or warranties made by any such sales representative regarding the view, or any other aspect of the Property, in the purchase of the Property.

Buyer agrees to hold Seller harmless and to release Seller of any liability because of any future obstruction or loss of Buyer's view resulting from natural causes, the acts of third parties or the acts of Seller in connection with the development of any lots now or hereafter owned by Seller. Seller shall not be obligated to protect Buyer's view or to compensate Buyer for any loss or diminution thereof, regardless of cause.

17. **INSULATION**. As part of the Agreement between Buyer and Seller with which Escrow Holder is not to be concerned, insulation will be installed in the Property as follows:

- A. Exterior walls of living areas will be insulated with unfaced fiberglass batts to an approximate thickness of approximately _____ inches which, according to the manufacturer, yields an R-value of _____. (The higher the R-value, the greater the insulating power.)
- B. Interior walls of living areas will be insulated with unfaced fiberglass batts to an approximate thickness of approximately _____ inches which, according to the manufacturer, yields an R-value of _____.
- C. Ceilings at roof exposed to attic or crawl space areas will be insulated with unfaced fiberglass batts or, where accessible, blown-in insulation, which, according to the manufacturer, yields an R-value of _____. Ceilings at roof exposed to living areas (vaulted ceiling areas) will be insulated with unfaced fiberglass batts to a thickness of approximately _____ inches, which, according to the manufacturer, yields an R-value of _____.

Buyer acknowledges and agrees that, notwithstanding the general specifications set forth above, insulation may be of lesser thickness and R-value than indicated in certain areas where the design and/or construction of the residence do not permit greater thickness. Examples of such locations where the thickness and R-value may vary include locations where the studs are placed in the walls, at corners, and windows where the roof trusses attach to exterior walls. These R-values are based upon the information provided by the manufacturer and/or installer of the insulation and Seller does not warrant or represent that the R-Values are correct.

18. **NO ENTRY; NON-LIABILITY; NO CONSTRUCTION**. Prior to and during the pendency of this transaction and Escrow, Buyer assumes all risk, liability and obligation for any bodily injuries, or damage to the subject Property or other property, sustained or caused by Buyer, his family, agents, guests and invitees, entering on the Property or the Project. Seller requests that Buyer and such persons not enter upon the Property. Buyer acknowledges and agrees that there is on-going construction activity, which may result in dangerous and hazardous conditions on the Property.

Buyer agrees to defend, indemnify, and hold Seller, Contractor, and their respective officers, directors, shareholders, members, managers, employees, contractors, subcontractors, consultants, material suppliers, and agents harmless from and against any claims, damages, liabilities, injuries, acts or events arising out of or relating to any such entry upon the Project or the Property by Buyer, his family, agents, guests, and invitees. Buyer's indemnity obligations under this Agreement shall survive the Close of Escrow or any termination of this Agreement. Buyer shall not be entitled to occupy the Property prior to Close of Escrow. Buyer shall not be entitled to make any changes, modifications, additions, installations, or construction in or on the Property prior to Close of Escrow. Seller shall be entitled to remove and discard any such items if discovered, the costs of which shall be paid by Buyer.

19. **SCHOOLS**. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or assurances to Buyer that the Property will be or remain in any school district, which districts are subject to change. Buyer shall make their own independent investigation as Buyer deems necessary regarding schools.

20. **SPECIFIC PERFORMANCE; NOTICE OF PENDING ACTION**. Buyer shall have the option to record a notice of pending action (lis pendens) against the Property and pursue an action for specific performance related thereto, providing that Buyer (a) files such specific performance action no later than sixty (60) days after the date of the Seller default which entitled Buyer to pursue specific performance and (b) concurrently with the filing of such action, delivers to Seller and Escrow Holder written proof of Buyer's financial ability to purchase the Property. If Buyer fails to timely comply with (a) and (b) of this [Section 20](#), Buyer shall be precluded from seeking specific performance and recording such notice of pending action (lis pendens). Except as provided in this [Section 20](#), Buyer hereby waives to the maximum extent permitted by law all rights of Buyer to pursue an action for specific performance against Seller and to record a notice of pending action (lis pendens) against the Property pursuant to California Code of Civil Procedure section 405, et seq.

BUYER'S INITIALS: SAC

21. **MEGAN'S LAW NOTICE AND DISCLAIMER.**

A. **Notice.** The following information is provided as required by Section 2079.10a(a)(3) of the California Civil Code:

"Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

B. **Seller Disclaimer.** Seller makes no representations, warranties, or guarantees, either express or implied, regarding the presence or absence of registered sex offenders within the Project or in the surrounding area or as to the accuracy or completeness of information available from the source identified in [Section 21A](#). Seller has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Buyer is solely responsible for making his or her own investigation.

22. **BUYER'S DEFAULT.** Buyer's failure to strictly perform any of Buyer's obligations under this Agreement with the times specified (including but not limited to Buyer's failure to obtain financing as required by this Agreement) shall constitute a default ("**Default**"). In the event of a Default by Buyer, Seller shall be entitled to, cumulatively or severally, terminate this Agreement without any liability or further obligations to Buyer, cancel the Escrow and (a) pursue any available remedy at law or in equity against Buyer, or (b) if Seller and Buyer have initiated [Section 25](#) (Liquidated Damages) of this Agreement, Seller shall be entitled to retain such sum as liquidated damages for default.

23. **TERMINATION BY SELLER.**

A. **Upon Buyer's Default.** If the event of Buyer's Default, Seller may terminate this Agreement and cancel the Escrow without any liability or further obligations to Buyer by giving written notice of such termination (the "**Termination Notice**") to Escrow Holder and Buyer in the manner prescribed by [Section 32E](#) below (Notices). The Termination Notice under this [Section 23A](#) shall contain a statement that Seller has determined that Buyer is in Default hereunder, that Seller is terminating this Agreement and canceling the Escrow, and that Seller is electing to retain liquidated damages in accordance with the provisions of [Section 25](#) (Liquidated Damages) below, if applicable. Alternatively, the Termination Notice under this [Section 23A](#) may state that Seller is waiving its right to Liquidated Damages, in which case: (i) Escrow Holder is irrevocably authorized and instructed to immediately cancel the Escrow upon receipt of Seller's Termination Notice, to void all documents which have been executed for recordation, and to refund Buyer's deposits without deduction; (ii) the parties shall be deemed to have released each other of and from all obligations arising under this Agreement; and (iii) Seller shall be free to resell the Property.

B. **Upon Failure of Condition.** To the maximum extent permitted by law, Seller may, in its sole discretion, terminate this Agreement and cancel the Escrow by giving a Termination Notice to Escrow Holder and Buyer in the manner prescribed by [Section 32E](#) (Notices), below, if Seller determines that, through no fault or Default of Buyer, Close of Escrow will not occur by the Scheduled Closing Date or for such other reasons as are permitted by this Agreement. If Seller elects to terminate this Agreement under this [Section 23B](#) (Termination by Seller Upon Failure of Condition): (i) Escrow Holder is irrevocably authorized and instructed to immediately cancel the Escrow upon receipt of Seller's Termination Notice, to void all documents which have been executed for recordation, and to refund Buyer's deposits without deduction; (ii) the parties shall be deemed to have released each other of and from all obligations arising under this Agreement; and (iii) Seller shall be free to resell the Property.

BUYER'S INITIALS: SLG

24. **RIGHT TO CANCEL.** BUYER MAY CANCEL BUYER'S OFFER TO PURCHASE THE PROPERTY, AND THE AGREEMENT RESULTING FROM SELLER'S ACCEPTANCE OF BUYER'S OFFER, AND RECEIVE A FULL REFUND OF BUYER'S DEPOSIT UNTIL MIDNIGHT OF THE THIRD (3RD) CALENDAR DAY AFTER THE DAY IN WHICH BUYER SIGNS THIS AGREEMENT AS SET FORTH BELOW. SUCH CANCELLATION MUST BE IN WRITING AND RECEIVED BY SELLER, AT THE ADDRESS FOR SELLER BELOW, PRIOR TO THE EXPIRATION OF THE CANCELLATION PERIOD.

25. **LIQUIDATED DAMAGES.** IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE,

BUYER SLG AND SELLER _____ AGREE THAT:

A. AN AMOUNT EQUAL TO BUYER'S PURCHASE MONEY DEPOSIT SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER. THE VALIDITY AND REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES SHALL BE DETERMINED IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTIONS 1675 THROUGH 1678.

B. THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF ANY DEFAULT BY BUYER.

C. LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S PURCHASE MONEY DEPOSIT ACCORDING TO THE FOLLOWING PROCEDURES:

(1) THE SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR

SERVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER, THAT BUYER IS IN DEFAULT UNDER THIS AGREEMENT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN TWENTY (20) DAYS, BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES ("BUYER'S OBJECTION"). BUYER'S OBJECTION MUST ALSO AFFIRMATIVELY STATE THAT BUYER IS READY, WILLING AND ABLE TO CLOSE ESCROW AS PROVIDED FOR IN THIS AGREEMENT. BUYER'S FAILURE TO SO SPECIFICALLY STATE THAT THEY ARE PREPARED TO PROCEED WITH THE CLOSE OF ESCROW FOR THE PURCHASE OF THE PROPERTY WILL IMMEDIATELY TERMINATE BUYER'S RIGHT TO PURCHASE THE PROPERTY AND ANY SUCH RIGHTS SHALL THEREUPON BECOME NULL AND VOID. SELLER SHALL, IMMEDIATELY UPON GIVING THE SELLER'S NOTICE AND DEMAND, DELIVER TO ESCROW HOLDER ALL PURCHASE MONEY FUNDS OF BUYER HELD BY SELLER OUTSIDE OF ESCROW, IF ANY.

(2) BUYER SHALL HAVE A PERIOD OF TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.

(3) IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (a) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (b) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.

(4) IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE CONTROVERSY SHALL BE DETERMINED BY SUBMISSION TO BINDING ARBITRATION AS PROVIDED IN [SECTION 28](#) BELOW (ARBITRATION OF DISPUTES).

SHOULD BUYER NOT AGREE TO THE FOREGOING LIQUIDATED DAMAGES PROVISION, THEN THE AMOUNT SPECIFIED ABOVE SHALL NOT BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES SELLER MIGHT RECOVER AS A RESULT OF BUYER'S DEFAULT. SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH AND PURSUANT TO THE PROVISIONS OF THIS SECTION.

26. **CONSTRUCTION DEFECT DISPUTES.** Prior to Buyer's commencement of any legal proceeding (including binding arbitration pursuant to [Section 28](#)) against Seller, Pacific Communities Builder, Inc. ("Contractor"), or any of their respective directors, officers, shareholders, members, managers, partners, employees, agents, representatives, contractors, subcontractors (of any tier), suppliers, and/or design professionals (collectively, the "Seller Parties") based upon a claim for defects in the design or construction of the Property or any improvements located thereon (regardless of whether such claim is based on common law or statutory law, including, without limitation, California Civil Code sections 895, et seq.) ("CD Claim"), Buyer must first comply with the requirements of this Section.

BUYER'S INITIALS: SLG _____

A. **Notice of Claim.** Buyer shall give written notice of the CD Claim by personal delivery or certified mail, postage prepaid, with return receipt requested to Seller's Agent for Notice set forth in [Section 27B](#), and Pacific Communities Builder, Inc., 1000 Dove Street, Suite 300, Newport Beach, CA 92660, Attention: General Counsel ("Claim Notice"). The Claim Notice shall include: (i) Buyer's name, address, and preferred method of contact, (ii) a reasonably detailed description of all claimed design and construction defects ("Claimed Defects"), including the nature and location of the Claimed Defects, (iii) the date (or, if not known, the approximate date or period of time) when Buyer first discovered the Claimed Defects, and (iv) the dates and times when Buyer or Buyer's agent will be available during ordinary business hours to discuss the CD Claim with Seller and Contractor.

BUYER'S INITIALS: SLG _____

B. **Right to Inspect and Correct Claimed Defects.** Seller and Contractor shall, in their sole discretion, be entitled to inspect the Property regarding the Claimed Defects and cure the Claimed Defects and any resulting damage. Within sixty (60) days after their receipt of the Claim Notice, Buyer shall meet and confer with Seller and Contractor at the Property to discuss the CD Claim. At such meeting or at such other mutually-agreeable time, Seller, Contractor and their authorized representatives shall have full access to the Property to inspect the Claimed Defects and any resulting damage. If Seller and/or Contractor elect to take corrective action with respect to the Claimed Defects, they shall commence such corrective action within ninety (90) days after receipt of the Claim Notice and shall complete such corrective action within a reasonable time. Nothing contained in this [Section 26](#) shall obligate Seller or Contractor to perform any such inspection or repair of the Claimed Defects, nor shall this [Section 26](#) be deemed to increase Seller's or Contractor's legal obligations to Buyer. All meetings, inspections and repairs under this [Section 26](#) shall occur during ordinary business hours, unless the parties otherwise agree in writing.

BUYER'S INITIALS: SLG _____

C. **Nonbinding Mediation.** If a CD Claim is not resolved through the notice and repair procedures described in [Sections 26A and B](#) or Seller and Contractor have not commenced corrective action within ninety (90) days after receiving the Claim Notice or have elected, in writing, not to take corrective action, then the CD Claim shall be submitted to non-binding mediation if a party to the CD Claim delivers to all other parties to such claim a written notice to mediate ("Notice to Mediate") within ten (10) days after the earlier of (i) Seller's and Contractor's delivery to Buyer of their written election not to take corrective action with respect to the Claimed Defects, (ii) completion of all corrective action by or on behalf of Seller and Contractor with respect to the Claimed Defects, or (iii) the ninetieth (90th) day after Seller's and Contractor's receipt of the Claim Notice if by such date they have not commenced corrective action with respect to any of the Claimed Defects. The mediation shall be held in the County before a retired judge at Judicial Arbitration and Mediation Services ("JAMS") (or any other provider of mediation

services that is acceptable to the parties). The mediator shall be selected by mutual agreement of the parties to the CD Claim from the JAMS panel of mediators or, if the parties cannot agree, pursuant to the JAMS procedures for selection of a neutral mediator. The mediation shall take place and shall be completed within thirty (30) days after delivery of the Notice to Mediate, unless all parties to the CD Claim agree to extend the time for completion. Each party shall bear their own mediation expenses, provided that the JAMS administrative fee and costs and the mediator's fee and costs shall be borne by the party that delivers the Notice to Mediate pursuant to this [Section 26C](#) unless the parties agree otherwise in writing.

BUYER'S INITIALS: SAG _____

D. **Condition Precedent to Legal Proceeding.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER'S FULL COMPLIANCE WITH THE REQUIREMENTS OF [SECTIONS 26\(A\) THROUGH \(C\)](#), INCLUSIVE, SHALL BE A CONDITION PRECEDENT TO BUYER'S RIGHT TO INSTITUTE ANY LEGAL PROCEEDING (INCLUDING, WITHOUT LIMITATION, BINDING ARBITRATION PURSUANT TO [SECTION 28](#)) AGAINST SELLER, CONTRACTOR OR ANY OF THE OTHER SELLER PARTIES BASED UPON A CLAIM FOR DEFECTS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON (REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON COMMON LAW OR STATUTORY LAW, INCLUDING, WITHOUT LIMITATION, CALIFORNIA CIVIL CODE SECTIONS 895, ET SEQ.).

BUYER'S INITIALS: SAG _____

E. **Binding Arbitration.** If the procedures described in this [Section 26](#) fail to resolve a CD Claim, Buyer and Seller agree that such CD Claim shall be resolved in accordance with the neutral, binding arbitration procedures set forth in [Section 28](#) (Arbitration of Disputes).

BUYER'S INITIALS: SAG _____

SELLER'S INITIALS: _____

F. **Customer Service.** The provisions of this [Section 26](#) do not preclude Buyer from utilizing Seller's normal customer service procedures and, if Buyer seeks to do so, Buyer's service request shall not constitute a Claim Notice.

BUYER'S INITIALS: SAG _____

G. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the CC&Rs, the provisions of this Agreement shall control to the fullest extent permitted by law.

H. **Survival.** The provisions of this [Section 26](#) shall survive the Close of Escrow and shall not be merged with the Grant Deed.

27. **CONSTRUCTION CLAIMS STATUTE.**

A. **"NOTICE OF ELECTION TO USE ALTERNATIVE CONTRACTUAL NON-ADVERSARIAL PROCEDURES.** PURSUANT TO CALIFORNIA CIVIL CODE SECTION 914, NOTICE IS HEREBY GIVEN BY SELLER THAT THE NON-ADVERSARIAL PROCEDURES SET FORTH IN CALIFORNIA CIVIL CODE SECTIONS 910 THROUGH 938, **SHALL NOT APPLY** TO CONSTRUCTION OR DESIGN DEFECT DISPUTES INVOLVING THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, DISPUTES THAT ARE GOVERNED BY CALIFORNIA CIVIL CODE SECTIONS 895 THROUGH 945.5 (THE "**CONSTRUCTION CLAIMS STATUTE**"). INSTEAD, SELLER HAS ELECTED TO USE THE ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES DESCRIBED IN [SECTION 26](#) ABOVE (THE "**CONTRACTUAL PROCEDURES**") FOR ALL CONSTRUCTION AND DESIGN DEFECT DISPUTES INVOLVING THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, DISPUTES GOVERNED BY THE CONSTRUCTION CLAIMS STATUTE. NOTICE IS HEREBY GIVEN THAT THE CONTRACTUAL PROCEDURES AND THE CONSTRUCTION CLAIMS STATUTE IMPACT THE LEGAL RIGHTS OF OWNERS WITH RESPECT TO THE PROPERTY AND SHOULD BE READ CAREFULLY." **Escrow Holder is hereby instructed to insert this "Notice of Election to Use Alternative Contractual Non-Adversarial Procedures" in the Grant Deed.**

BUYER'S INITIALS: SAG _____

SELLER'S SALES REPRESENTATIVE'S INITIALS: MR _____

B. **Seller's Agent for Notice.** Claim Notices and requests for information regarding CD Claims may be given to Seller at the following address:

Mojave, HM
1000 DOVE STREET, SUITE 300
NEWPORT BEACH, CA 92660

ATTENTION: NELSON CHUNG

BUYER'S INITIALS: SAG _____

SELLER'S SALES REPRESENTATIVE'S INITIALS: SLG

C. **Copy of Construction Claims Statute.** By initialing below, Buyer hereby acknowledges that Buyer has received and initialed a copy of the Construction Claims Statute (California Civil Code §§ 895 through 945.5, inclusive).

BUYER'S INITIALS: SLG

SELLER'S SALES REPRESENTATIVE'S INITIALS: MR

D. **Receipt of Documents.** Buyer acknowledges that Buyer has received and may in the future receive certain documents in connection with Buyer's purchase of the Property (the "Documents"). Buyer shall maintain a full and complete copy of the Documents. Buyer shall provide any subsequent buyer of the Property a complete copy of the Documents as required by the Construction Claims Statute (See California Civil Code § 912(h)), including, without limitation, a copy of the Homeowner's Manual and all other maintenance or preventative maintenance information provided or to be provided by Seller to Buyer; all manufactured products maintenance, preventative maintenance and limited warranty information provided by Seller to Buyer; the Warranty set forth in [Section 30](#) of this Agreement; and any third party contractual warranty (if provided by Seller). Buyer shall instruct subsequent buyers of the Property to provide to their subsequent buyers a complete copy of the Documents.

BUYER'S INITIALS: SLG

E. **Third Party Contractual Warranty.** Seller may, in Seller's sole discretion, provide to Buyer a third party contractual warranty in connection with VA or FHA financing to be obtained by Buyer or if otherwise required by Seller's insurance carrier(s). Such third party warranty, if provided by Seller ("Third Party Warranty"), is separate and distinct from the Warranty and does not and shall not be deemed to constitute an "enhanced protection agreement" under the Construction Claims Statute.

F. **Affiliated Contractors.** To the extent that the Property was constructed by a general contractor or contractor that is an affiliate of Seller and that is deemed to be the "builder" pursuant to California Civil Code Section 911, Seller makes the foregoing deliveries, elections and notices on behalf of such general contractor and/or contractor.

G. **Survival.** The provisions of this [Section 27](#) shall survive the Close of Escrow and shall not be merged with the Grant Deed

28. **ARBITRATION OF DISPUTES.**

A. **NEUTRAL BINDING ARBITRATION.** ANY DISPUTE, CLAIM, OR CONTROVERSY, ARISING OUT OF THIS AGREEMENT, OR THE BREACH THEREOF, OR RELATING IN ANY WAY TO THE PROPERTY ("DISPUTE"), INCLUDING, WITHOUT LIMITATION, A DISPUTE ABOUT THE MARKETING, SALE, DESIGN, DEVELOPMENT, CONSTRUCTION, CONDITION, USE OR CONVEYANCE OF THE PROPERTY OR PHYSICAL OR BODILY INJURY IN CONNECTION WITH THE PROPERTY SHALL BE DECIDED BY BINDING ARBITRATION IN ACCORDANCE WITH THIS [SECTION 28](#). THE SCOPE OF THIS ARBITRATION PROVISION IS BROAD AND REQUIRES ARBITRATION OF ALL DISPUTES (WHETHER THE DISPUTE AROSE OR OCCURRED BEFORE OR AFTER THE CLOSE OF ESCROW), INCLUDING, FOR EXAMPLE, DISPUTES BASED UPON MISREPRESENTATION, BREACH OF WARRANTY, DESIGN AND/OR CONSTRUCTION DEFECTS, AND DISPUTES SEEKING REMEDIES BASED UPON EQUITABLE RELIEF. THIS ARBITRATION PROVISION SHALL BE BINDING ON AND ENFORCEABLE BY BUYER, ANY REPRESENTATIVE OF BUYER ACTING WITH RESPECT TO BUYER'S RIGHTS (INCLUDING WITHOUT LIMITATION ANY CLASS REPRESENTATIVE OR HOMEOWNERS' ASSOCIATION SO ACTING), SELLER, AND ANY OF THE FOLLOWING PERSONS/ENTITIES WHO ARE BOUND OR AGREE TO BE BOUND BY THIS ARBITRATION PROVISION: CONTRACTORS, SUBCONTRACTORS, DESIGN PROFESSIONALS, ENGINEERS OR SUPPLIERS WHO FURNISHED LABOR, SERVICES, EQUIPMENT OR MATERIALS IN CONNECTION WITH THE DESIGN, DEVELOPMENT OR CONSTRUCTION OF THE PROPERTY, PACIFIC COMMUNITIES BUILDER, INC., AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, AFFILIATED, PARENT AND SUBSIDIARY COMPANIES.

B. **FEDERAL ARBITRATION ACT.** BECAUSE MANY OF THE MATERIALS AND PRODUCTS INCORPORATED INTO THE PROPERTY ARE MANUFACTURED IN OTHER STATES, THE DEVELOPMENT AND CONVEYANCE OF THE PROPERTY EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1-16) (INCLUDING BOTH THE SUBSTANTIVE AND PROCEDURAL PROVISIONS THEREOF) NOW IN EFFECT AND AS IT MAY BE AMENDED WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION TO THE EXCLUSION OF THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ.) OR ANY PROVISION THEREOF, OR ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION OR JUDICIAL RULE, PROVIDED, HOWEVER, THAT CALIFORNIA PROCEDURAL LAW (INCLUDING, WITHOUT LIMITATION, CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1286.2(a)(4) and 1286.6(b)) SHALL APPLY TO THE EXTENT REQUIRED TO GIVE EFFECT TO [SECTION 28D \(DISCOVERY\)](#) AND [SECTION 28K \(AWARD\)](#), WHICH PROVIDES FOR JUDICIAL REVIEW OF LEGAL ERRORS IN THE AWARD. ANY DISPUTES CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, THE SCOPE OF ARBITRABLE ISSUES, AND ANY DEFENSE BASED UPON WAIVER, ESTOPPEL OR LACHES, SHALL BE DECIDED BY THE ARBITRATOR.

C. **JAMS RULES.** THE ARBITRATION WILL BE CONDUCTED BY JAMS IN ACCORDANCE WITH THE [JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES](#) (COLLECTIVELY, THE "RULES"). IF THE RULES HAVE CHANGED OR BEEN RENAMED BY THE TIME A DISPUTE ARISES, THE SUCCESSOR

RULES IDENTIFIED BY JAMS WILL APPLY. DESPITE THE CHOICE OF THE RULES (OR ANY SUCCESSOR RULES IDENTIFIED BY JAMS) TO GOVERN THE ARBITRATION OF ANY DISPUTE BETWEEN THE PARTIES, IF JAMS LATER IDENTIFIES DIFFERENT RULES THAT WOULD SPECIFICALLY APPLY TO THE DISPUTE, THOSE RULES WILL APPLY INSTEAD OF THE RULES. IN THE EVENT OF A CONFLICT BETWEEN THE RULES AND THE PROVISIONS OF THIS [SECTION 28](#), THE PROVISIONS OF THIS [SECTION 28](#) SHALL PREVAIL.

D. **DISCOVERY**. NOTWITHSTANDING ANY CONTRARY PROVISION OF THE RULES, THE PARTIES TO THE ARBITRATION SHALL BE ENTITLED TO REASONABLE DISCOVERY OR EXCHANGE OF NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE, INCLUDING THE FOLLOWING: (I) DEPOSITIONS OF THE PARTIES TO THE ARBITRATION; (II) EXPERT WITNESS DESIGNATIONS; (III) SITE INSPECTIONS, TESTING AND DESTRUCTIVE/INVASIVE TESTING; (IV) EXCHANGE OF EXPERT WITNESS REPORTS; (V) DEPOSITIONS OF EXPERTS; (VI) EXCHANGE OF EXHIBITS; (VII) EXCHANGE OF WITNESS LISTS; AND (VIII) EXCHANGE OF ARBITRATION BRIEFS. ANY OTHER DISCOVERY PROVIDED FOR IN THE CALIFORNIA CODE OF CIVIL PROCEDURE SHALL BE PERMITTED BY THE ARBITRATOR UPON A SHOWING OF GOOD CAUSE OR BASED ON THE MUTUAL AGREEMENT OF THE PARTIES TO THE ARBITRATION PROCEEDING. ANY DISPUTE REGARDING DISCOVERY, OR THE RELEVANCE OR SCOPE THEREOF, SHALL BE DETERMINED BY THE ARBITRATOR, WHOSE DETERMINATION SHALL BE CONCLUSIVE.

E. **SMALL CLAIMS**. IF THE ENTIRE DISPUTE DOES NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00) (OR SUCH OTHER AMOUNT ESTABLISHED BY LAW FOR PURPOSES OF SMALL CLAIMS), ANY PARTY TO THE DISPUTE MAY ELECT TO HAVE THE DISPUTE RESOLVED IN SMALL CLAIMS COURT IN ACCORDANCE WITH THE SMALL CLAIMS ACT (CALIFORNIA CODE OF CIVIL PROCEDURE §116.110 ET SEQ).

F. **ARBITRATOR**. THE ARBITRATION SHALL BE CONDUCTED BY ONE (1) NEUTRAL, IMPARTIAL INDIVIDUAL WHO IS A RETIRED JUDGE WITH AT LEAST TWENTY YEARS (20) COMBINED EXPERIENCE AS A JUDGE AND/OR PRACTICING ATTORNEY AND SUBSTANTIAL EXPERIENCE IN THE TYPE OF MATTER IN DISPUTE AND WITH A STRONG EMPHASIS ON THE LAWS GOVERNING REAL ESTATE MATTERS, ESPECIALLY THOSE DEALING WITH RESIDENTIAL REAL ESTATE DEVELOPMENT AND CONSTRUCTION. THE ARBITRATOR SHALL NOT HAVE ANY RELATIONSHIP WITH THE PARTIES TO THE DISPUTE OR ANY INTEREST IN THE PROPERTY OR THE PROJECT IN WHICH THE PROPERTY IS LOCATED. THE ARBITRATOR SHALL BE SELECTED FROM A PANEL IN ACCORDANCE WITH THE RULES, BUT IN NO EVENT MORE THAN SIXTY (60) DAYS AFTER WRITTEN SUBMISSION TO ARBITRATE.

G. **COMMENCEMENT AND TIMING OF ARBITRATION**. THE ARBITRATOR SHALL PROMPTLY COMMENCE THE ARBITRATION AT THE EARLIEST CONVENIENT DATE IN LIGHT OF ALL OF THE FACTS AND CIRCUMSTANCES AND SHALL CONDUCT THE ARBITRATION WITHOUT UNDUE DELAY.

H. **PLACE**. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

I. **RECORD**. THE ORAL EVIDENCE RECEIVED BY THE ARBITRATOR SHALL BE PRESERVED IN A MANNER THAT CAN BE CONVERTED INTO A WRITTEN TRANSCRIPT, AND THE ARBITRATOR SHALL PRESERVE ALL TANGIBLE EVIDENCE.

J. **REMEDIES**. THE ARBITRATOR SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES AND AWARD DAMAGES IN THE ARBITRATION IN ACCORDANCE WITH APPLICABLE LAW, PROVIDED, HOWEVER, IF APPLICABLE LAW SO PERMITS, (1) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES, AND (2) THE PARTIES HEREBY WAIVE ANY RIGHT TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH A DISPUTE (AS DEFINED ABOVE), INCLUDING, WITHOUT LIMITATION, A DISPUTE THAT IS RESOLVED BY ARBITRATION UNDER THIS [SECTION 28](#).

K. **AWARD**. THE ARBITRATOR'S DECISION SHALL BE BASED UPON APPLICABLE LAW. THE ARBITRATOR SHALL ISSUE A WRITTEN AWARD WHETHER OR NOT THE RULES REQUIRE AND SHALL INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR THE RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE POWER TO COMMIT ERRORS OF LAW OR LEGAL REASONING, AND THE AWARD MAY BE VACATED OR CORRECTED ON APPEAL TO A COURT OF COMPETENT JURISDICTION FOR ANY SUCH ERROR.

L. **JUDGMENT ON THE AWARD**. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

M. **ADMINISTRATIVE AND ARBITRATOR FEES**. SELLER SHALL ADVANCE THE ADMINISTRATIVE AND ARBITRATOR FEES NECESSARY TO INITIATE THE ARBITRATION. THEREAFTER, EXCEPT AS REQUIRED BY APPLICABLE LAW, ADMINISTRATIVE AND ARBITRATOR FEES, INCLUDING ONGOING ADMINISTRATIVE AND ARBITRATOR FEES SHALL BE PAID IN ACCORDANCE WITH THE RULES.

N. **ATTORNEYS' FEES & EXPERT WITNESS FEES**. EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND EXPERT WITNESS FEES IN CONNECTION WITH THE ARBITRATION. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN IS INTENDED TO MODIFY OR RELEASE ANY OBLIGATION OF A PARTY TO DEFEND (INCLUDING, WITHOUT LIMITATION, PAYMENT OF ATTORNEYS' FEES AND EXPERT WITNESS FEES) AND INDEMNIFY SELLER AND/OR PACIFIC COMMUNITIES BUILDER, INC. PURSUANT TO THE TERMS OF A CONTRACTUAL INDEMNITY AGREEMENT.

O. **SURVIVAL; SUCCESSORS AND ASSIGNS**. THE RIGHTS AND OBLIGATIONS OF THE PARTIES PURSUANT TO THIS [SECTION 28](#) SHALL SURVIVE THE CLOSE OF ESCROW UNDER THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED WITH THE GRANT DEED. THIS [SECTION 28](#) AND THE RIGHTS, DUTIES AND OBLIGATIONS OF BUYER AND SELLER HEREUNDER SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE SUCCESSORS AND

ASSIGNS OF SELLER AND, SUBJECT TO ANY LIMITATION ON ASSIGNMENT CONTAINED IN THIS AGREEMENT, TO THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF BUYER.

P. **DISPUTES ARISING UNDER THIRD PARTY WARRANTY.** IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF A THIRD PARTY WARRANTY (IF PROVIDED BY SELLER), THE PROVISIONS OF THE THIRD PARTY WARRANTY WILL APPLY ONLY WITH RESPECT TO DISPUTES ARISING UNDER SUCH THIRD PARTY WARRANTY AND ONLY TO THE EXTENT OF SUCH CONFLICT.

Q. **PARTICIPATION IN JUDICIAL PROCEEDING.** THE INITIATION OF OR PARTICIPATION BY ANY PARTY IN ANY JUDICIAL PROCEEDING CONCERNING THIS ARBITRATION PROVISION OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO ENFORCE THIS ARBITRATION PROVISION, AND NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, TO REFUSE TO PARTICIPATE IN, OR TO REFUSE TO ENFORCE THIS ARBITRATION PROVISION.

R. **CONFIDENTIALITY.** JAMS, THE ARBITRATOR, AND THE PARTIES (INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES AND EXPERT WITNESSES) SHALL KEEP CONFIDENTIAL AND SHALL NOT DISCLOSE TO OTHERS THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING THE HEARING, EXCEPT AS NECESSARY IN CONNECTION WITH A JUDICIAL CHALLENGE TO OR ENFORCEMENT OF AN AWARD, OR UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION.

S. **USE OF DAMAGE AWARD AMOUNTS.** ANY AND ALL AMOUNTS AWARDED TO BUYER ON ACCOUNT OF CLAIMED CONSTRUCTION OR DESIGN DEFECTS SHALL BE EXPENDED BY BUYER FOR ATTORNEYS' FEES, EXPERT WITNESS FEES AND COSTS INCURRED BY BUYER IN CONNECTION WITH THE ARBITRATION PROCEEDING AND THE REPAIR OF THE CLAIMED DEFECTS AND ANY RESULTING DAMAGE.

T. **SEVERABILITY.** IN THE EVENT THAT ANY PHRASE, CLAUSE, SENTENCE, SECTION, ARTICLE OR OTHER PORTION OF THIS [SECTION 28](#) SHALL BECOME ILLEGAL, VOID OR AGAINST PUBLIC POLICY, FOR ANY REASON, OR SHALL BE HELD BY ANY COURT OF COMPETENT JURISDICTION TO BE ILLEGAL, VOID OR AGAINST PUBLIC POLICY, THE REMAINING PORTIONS OF THIS [SECTION 28](#) SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN IN FORCE AND EFFECT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

WAIVER--AGREEMENT TO SUBMIT DISPUTES TO ARBITRATION.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ACKNOWLEDGE YOUR AGREEMENT TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THAT YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL, BINDING ARBITRATION.

BUYER'S INITIALS: SLG _____

SELLER'S INITIALS: _____

29. **ASSIGNMENT.** Prior to the Close of Escrow, Buyer shall not sell, assign, transfer, convey, lease, encumber nor record this Agreement, or any notice, assignment or memorandum thereof, in whole or part, or advertise or agree to do any of the foregoing, or show the Property to prospective purchasers without the prior written consent of Seller which consent shall be in the sole discretion of Seller. Title shall be deeded only to Buyer.

Buyer's breach of this Section shall constitute a Default hereunder. Any such sale, assignment, transfer, conveyance, encumbrance, lease or recordation of this Agreement, or any notice, assignment or memorandum of this Agreement shall be null and void. This Agreement and the rights, duties and obligations of the parties hereto shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and, subject to the foregoing limitations, to the heirs, executors, administrators, successors and assigns of Buyer.

Notwithstanding the above, Buyer hereby instructs Escrow Holder to furnish to Seller any and all escrow instructions and/or other documents and information disclosed to Escrow Holder regarding Buyer purporting to transfer and/or sell Buyer's interest in the Property or this Escrow to another individual or entity.

30. **LIMITED ONE-YEAR WARRANTY.** Except as otherwise provided below, the new home constructed on the Property ("Home") is expressly warranted by Seller against deficiencies in the fit and finish of the following building components for a period of one (1) year from Close of Escrow or the date Buyer takes possession, whichever occurs first ("Warranty Period"): cabinets; mirrors; flooring; interior and exterior walls; countertops; paint finishes; and trim (collectively, the "Covered Components"). This Limited One-Year Warranty ("Warranty") is intended to satisfy the requirement of the "Construction Claims Statute" (as defined in [Section 27](#)) that a builder provide a one (1) year express written limited warranty covering the fit and finish of cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes and trim (see California Civil Code § 900). This Warranty does not and shall not be

deemed to constitute an "enhanced protection agreement" under the Construction Claims Statute. For purposes of this Warranty, "**fit and finish**" shall mean the non-structural, cosmetic appearance or alignment of the Covered Components, and the terms "**deficiencies**" and "**defects**" shall mean the fit and finish of a component fails to meet the standards of quality as measured by acceptable trade practices or applicable industry standards. EXCEPT FOR ANY THIRD PARTY WARRANTY (AS DEFINED ABOVE) PROVIDED BY SELLER, BUYER ACKNOWLEDGES AND AGREES THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR INTENDED USE AND HABITABILITY.

A. **Written Claims.** This Warranty applies only to covered claims that are specifically reported by Buyer in writing to Seller as soon as reasonably possible after Buyer's discovery of the deficiency and prior to the expiration of the Warranty Period, as defined above. Except as otherwise required by law, Seller shall have no responsibility or liability with respect to any defect or damage that is repaired by Buyer without first notifying Seller in writing and allowing Seller reasonable time to effect such repair or replacement as may be required by the terms and conditions of this Warranty.

B. **Response To Covered Claims.** With respect to deficiencies covered by this Warranty, Buyer understands and agrees that Seller may in its sole and absolute discretion (a) repair or replace the Covered Component or (b) pay Buyer the reasonable cost of repairing (or replacing) the Covered Component.

C. **Exclusions.** Buyer understands and agrees that this Warranty does NOT cover the following:

(1) **Damage Caused by Buyer.** It is Buyer's sole responsibility to care for and maintain the Property. This Warranty does not cover any damage resulting from or made worse by abuse or misuse of the Home, neglect, ordinary wear and tear, or lack of required maintenance. Damage resulting from or made worse by Buyer's failure to take appropriate action to prevent further damage, including but not limited to the failure to notify Seller of any defect within a reasonable time under the circumstances, is not covered by this Warranty.

(2) **Cosmetic Defects.** The following defects are considered to be "**Cosmetic Defects**:"

- torn, gouged, scratched, stained, or chipped floor coverings, including without limitation carpet, tile, vinyl, wood and laminate flooring;
- chipped or scratched finishes, including without limitation, cabinet, countertop, backsplash, bathtub, shower pan, tub and shower enclosure, plumbing fixture, electrical fixture and fireplace surround finishes;
- scratched or broken mirrors or window glass;
- missing shelves or accessories in cabinets or medicine chests;
- chipped, scratched, gouged, scuffed or smudged paint, baseboards, mantels, handrails or drywall.

UNLESS A PARTICULAR COSMETIC DEFECT IS NOTED IN WRITING ON THE WALK-THROUGH INSPECTION REPORT OR OTHERWISE REPORTED BY BUYER IN WRITING TO SELLER PRIOR TO CLOSE OF ESCROW, BUYER AGREES THAT SUCH COSMETIC DEFECT SHALL BE DEEMED TO HAVE BEEN CAUSED BY BUYER AND, AS SUCH, WILL NOT BE COVERED BY THIS WARRANTY.

(3) **Minor Deviations.** Any deviations which are considered normal and usual for home construction and are within customary building industry standards are not covered by this Warranty.

(4) **Buyer Modifications.** This Warranty does not cover defects in or damage caused (or made worse) by materials furnished or work done by anyone other than Seller or its agents.

(5) **Acts of God.** Damage or loss arising out of acts, elements or natural occurrences (including, without limitation, "acts of God") beyond the reasonable control of Seller is not covered by this Warranty.

(6) **Claims Governed by the Construction Claims Statute.** This Warranty does not apply to claims for defects, deficiencies, loss or damage governed by the Construction Claims Statute.

(7) **Consumer Products; Manufactured Products.** This Warranty does not apply to defects in appliances, equipment and other items that are consumer products or goods under the Magnuson-Moss Warranty Act (U.S.C. §§ 2301-2312 or any successor statute thereto) and manufactured items covered by separate manufacturers' warranties. Buyer agrees to look solely to the manufacturers and not the Seller with respect to warranties on such consumer products which include, but are not limited to, the following, as applicable: furnace; air-conditioner; exhaust fan; thermostat; smoke detector; door chime; electric meter; water meter; gas meter; garbage disposal; water heater; dishwasher; range; oven; oven hood; microwave oven and other similar items.

(8) **Consequential Damages.** This Warranty does not cover consequential or incidental loss or damages, including but not limited to loss of use, inconvenience, or annoyance.

D. **Access.** Buyer agrees to allow Seller, Contractor, and their employees, contractors, and consultants (collectively, "**Seller's Parties**") reasonable access to the Home during normal business hours to take such action as Seller deems appropriate to respond to the Buyer's warranty claim. If Buyer refuses to allow Seller and Seller's Parties such access, Buyer shall be deemed to have released Seller and the Seller's Parties from any claim, cause of action, liability, or obligation related to the claimed deficiency.

E. **No Assignment.** This Warranty is made solely and exclusively for the benefit of Buyer and is not assignable or otherwise transferable to any successor in interest to Buyer, including without limitation any tenant, assignee, lessee, agent or subsequent purchaser. This Warranty shall terminate upon the first of the following

to occur: (a) the expiration of the Warranty Period; or (b) the lease, sale or other transfer of the Property from Buyer to a third party.

F. **Disputes.** Buyer and Seller agree that any dispute arising under this Warranty shall be decided by neutral, binding arbitration in accordance with the procedures set forth in [Section 28](#) (Arbitration of Disputes) of this Agreement.

G. **Survival.** The provisions of this [Section 30](#) shall survive the Close of Escrow and shall not be merged with the Grant Deed.

H. **Modification.** This Warranty may not be modified, revised, extended or supplemented except in writing signed by Buyer and an authorized officer of Seller. Any action taken by Seller or Seller's Parties shall not (i) create or constitute a new warranty, (ii) extend the Warranty Period, or (iii) extend any statute of limitations or repose for bringing a claim or action against Seller or Seller's Parties.

31. **HOMEOWNERS ASSOCIATION.**

☒ (IF CHECKED) the Property falls within the jurisdiction of one or more homeowners associations (hereafter referred to collectively as "**Association**" or "**Homeowners Association**"). At closing, Buyer will automatically become a member of the Association and will be bound to abide by the provisions of the Project legal documents, including those referred to in this Section, and any rules and regulations that may be adopted by the Association. The activities, privileges, rights and responsibilities of the Association are described in the CC&Rs affecting the Property and in the Articles of Incorporation and By-Laws of the Association, copies of which have been delivered to Buyer prior to the signing of this Agreement. Buyer hereby acknowledges receipt of copies of said documents. Buyer also acknowledges receipt of a copy of the pro-forma operating budget for the current year of the Association and a statement from the Board of Directors of the Association with respect to any delinquent assessments levied by the Association. In general, the Association is responsible for the operation, maintenance and repair of the common area(s) including common landscaping and recreational amenities, if any. The Association is empowered to levy assessments against all owners for the purpose of performing these and other duties, and these assessments, if unpaid, will constitute a lien on the Property.

32. **GENERAL PROVISIONS.**

A. **Modification and Waiver.** This Agreement may not be changed, altered, or modified, except by a writing signed by Buyer and an authorized officer of Seller. Any real estate agent or broker, or field employee of Seller, is not authorized to bind Seller to any such changes. A waiver by Seller of any term(s), condition(s), or provision(s) of this Agreement or Default or breach by Buyer must be in writing signed by an authorized officer of Seller, and any such waiver shall not be construed as a waiver by Seller of any other or subsequent term(s), condition(s) or provision(s) of this Agreement or Defaults or breaches by Buyer.

B. **Severability.** If any term, condition or provision of this Agreement is declared illegal or invalid for any reason by any arbitrator, referee or court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect, as fully as though such severed portion had never been part of this Agreement.

C. **Construction.** Wherever the context of this Agreement so requires, the masculine gender includes the feminine and neuter, and the singular includes the plural. The term "day", as used in this Agreement, means calendar day unless otherwise noted or required by law.

D. **Governing Law.** Except as provided in [Section 28](#) (Arbitration of Disputes), this Agreement shall be construed according to the laws of the State of California.

E. **Notices.** Any notice required or allowed under this Agreement ("**Notice**") shall be in writing and shall be sent to the addresses set forth below. A party may change its address for notice by giving notice to the other party. Except as provided in [Section 26A](#), Notice may be delivered by personal delivery, facsimile transmission during normal business hours of the recipient, reputable commercial courier, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmark, as applicable.

F. **Entire Agreement/No Representations.** Buyer and Seller acknowledge and agree that this is the final and entire agreement between Buyer and Seller, and supersedes any prior discussions, negotiations, offers, and counter-offers that may have occurred prior to execution of this Agreement. Buyer agrees and understands that there are no verbal or collateral understandings, representations or agreements with Seller, other than those contained herein.

Buyer further agrees and understands that no salesperson, employee, or agent of Seller has authority to modify the terms hereof, or to make any reference, representation, agreement or promise regarding the Property and the condition or construction thereof, or surrounding properties unless the same are contained herein or added by written instrument and attached hereto and duly executed by Buyer and an authorized officer of Seller. The salesperson or agent cannot bind Seller to any agreement whether written or oral, unless signed by a duly authorized officer of Seller.

G. **Not a Loan Application or Commitment.** Buyer acknowledges and agrees that no covenant or representation has been made by Seller to loan to Buyer or obtain a Loan for Buyer or to guarantee that Buyer will be able to secure a Loan; and that Buyer is solely responsible for choice of Lender, type of loan obtained, and loan terms.

H. **Seller's Broker/No Representations.** The Broker and/or Agent representing Seller at the Project is the agent of the Seller exclusively. Said Broker is not authorized to make, now or in the future, any modifications to this Agreement, statements, representations and warranties, or any other commitment on behalf of

Seller whatsoever, unless set forth herein in writing or by a separate written instrument, which must be signed by an authorized officer of Seller. Buyer, by signing this Agreement, is not relying on any statements, representations, warranties, or commitments by Broker or Seller, unless specifically set forth in writing herein.

I. **Counterparts.** The Agreements may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument.

J. **Survival.** All representations, warranties, covenants and agreements contained herein shall survive the Close of Escrow and the recordation of the Grant Deed.

K. **Time of Essence.** Time is of the essence as to each and every term of this Agreement.

L. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

M. **Destruction of Property.** If the Property is destroyed or materially damaged prior to the Close of Escrow, then upon the election of Buyer or Seller, any deposit made by Buyer shall be returned to Buyer and the escrow and this Agreement (except those provisions hereof which expressly survive termination) shall terminate, and both parties shall be discharged of all liability and obligations under the escrow instructions and this Agreement, except those liabilities and obligations hereunder that expressly survive termination of this Agreement.

N. **Equal Housing Opportunity.** The Property is sold in compliance with federal, state and local anti-discrimination laws.

O. **Third Party Beneficiary.** Buyer acknowledges and agrees that Contractor is an intended third party beneficiary of Buyer's obligations under [Sections 9, \(Close of Escrow\)](#), [18 \(No Entry; Non-Liability; No Construction\)](#), [26 \(Construction Defect Disputes\)](#), [27 \(Construction Claims Statute\)](#), [28 \(Arbitration of Disputes\)](#) and [30 \(Limited One-Year Warranty\)](#) of this Agreement, and that Contractor will have the right, to the same extent as Seller, to take legal action against Buyer for any breach of such obligations and to otherwise enforce such obligations against Buyer.

33. **CONFIRMATION OF AGENCY RELATIONSHIPS.**

Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships." The following agency relationship(s) are hereby confirmed for this transaction:

Marion Ramirez is the agent of (check one)
(Name of Listing Agent)

- ☒ the Seller exclusively, or
☐ both the Buyer and the Seller.

Latoya Saipale is the agent of (check one):
(Name of Selling Agent if not the same as the Listing Agent)

- ☒ the Buyer exclusively; or
☐ the Seller exclusively; or
☐ both the Buyer and the Seller.

34. **BROKERS.** Buyer represents and warrants that, except as may be set forth in a Separate Broker Registration and Commission Agreement executed by Seller, Buyer has engaged no broker or finder in connection with this transaction, and agrees to defend and hold Seller harmless from claims by any broker or finder consistent with this representation and warranty.

35. **ACKNOWLEDGEMENT OF RECEIPT.** BUYER ACKNOWLEDGES HAVING RECEIVED EACH OF THE FOLLOWING:

- A. ☒ (IF CHECKED) California Department of Real Estate Conditional/Final Subdivision Public Report;
- B. ☒ (IF CHECKED) A copy of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and any amendments thereto ("CC&Rs");
- C. (APPLIES ONLY IF SECTION 31 IS CHECKED) A copy of the Articles of Incorporation and By-Laws of the Association;
- D. (APPLIES ONLY IF SECTION 31 IS CHECKED) A copy of the Association's pro-forma operating budget for the current year; and
- E. (APPLIES ONLY IF SECTION 31 IS CHECKED) A statement concerning any delinquent assessments and related charges.

Prior to Close of Escrow, if no other escrows have closed in the Project, Seller (with the approval of the Department of Real Estate, if required) in its sole and absolute discretion, may make any changes deemed necessary by Seller in its sole discretion to (i) the legal management documents described immediately above, and/or (ii) the overall development of the Project.

36. **OTHER TERMS AND CONDITIONS.**

Buyer to receive (Sixteen-Thousand Five hundred Dollars), up to (\$16,500) provided Buyer obtains financing and closes on or before (04/09/24), any unused portion to be forfeited. Should escrow not close by the date provided above, said incentive will be forfeited.

All parties herein agree that the value of upgrade flooring and options is not valued by appraisers. If the appraisal for this property should come in below the purchase price due to the amount of upgraded flooring or options added by the buyer and included in the purchase price. Buyer hereby agrees to pay cash for the options or flooring down to the appraisal amount. All other terms and conditions to remain the same.

INITIAL BELOW IF ANY ADDITIONAL TERMS OR CONDITIONS.

BUYER'S INITIALS: SAG _____

SELLER'S INITIALS: _____

37. **BUYER'S ACKNOWLEDGMENT; EFFECTIVENESS OF AGREEMENT.**

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS EACH AND EVERY TERM OF THIS AGREEMENT AND ALL ADDENDA ATTACHED HERETO. EXECUTION OF THIS AGREEMENT BY BUYER ALONE SHALL CONSTITUTE AN OFFER TO PURCHASE THE PROPERTY. ACCEPTANCE OF A DEPOSIT BY THE SELLER'S SALES AGENT DOES NOT CONSTITUTE ACCEPTANCE BY SELLER.

SELLER'S SALES AGENT SHALL BE ENTITLED TO HOLD BUYER'S DEPOSIT UNCASHED UNTIL THIS AGREEMENT IS ACCEPTED BY SELLER, AT WHICH TIME THE DEPOSIT SHALL BE DEPOSITED WITH THE ESCROW HOLDER. ALTERNATIVELY, SELLER'S SALES AGENT SHALL BE ENTITLED TO DELIVER A COPY OF THIS AGREEMENT WITH THE CHECK TO ESCROW HOLDER, AND ESCROW HOLDER MAY DEPOSIT THE CHECK INTO ITS ESCROW ACCOUNT. HOWEVER, SUCH DEPOSIT BY ESCROW HOLDER DOES NOT CONSTITUTE ACCEPTANCE OF THIS OFFER, NOR SHALL IT BE BINDING ON SELLER, UNTIL THIS AGREEMENT HAS BEEN EXECUTED BY SELLER AND A FULLY EXECUTED COPY DELIVERED TO ESCROW HOLDER.

SELLER RESERVES THE RIGHT TO REJECT BUYER'S OFFER FOR ANY REASON. IF THE OFFER IS NOT ACCEPTED, SELLER OR ESCROW HOLDER SHALL RETURN TO BUYER ANY FUNDS DEPOSITED WITH SELLER OR ESCROW HOLDER IN PAYMENT OF THE PURCHASE PRICE. SELLER'S DELIVERY OF A FULLY EXECUTED COPY OF THIS AGREEMENT TO BUYER AND ESCROW HOLDER SHALL CONSTITUTE NOTICE TO BUYER THAT BUYER'S OFFER HAS BEEN ACCEPTED.

SIGNATURE PAGE FOLLOWS

THE UNDERSIGNED OFFER(S) TO PURCHASE THE ABOVE-DESCRIBED PROPERTY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN AND ACKNOWLEDGE(S) HAVING READ ALL SUCH TERMS AND CONDITIONS.

"BUYER"

SHARON A GREEN

3/10/2025

Sharon Green

Date

Date

Date

Date

Address:

Telephone Nos.:	() - (Home)	() - (Business)
	(760) 963-7878 (Cell)	() - (Fax)

RECEIPT FOR DEPOSIT:

Marion Ramirez

Received on 03/09/2025.

Sales Representative

(Signature is NOT Acceptance)

SELLER ACCEPTS THIS AGREEMENT TO SELL THE ABOVE-DESCRIBED PROPERTY UPON THE TERMS AND CONDITIONS SET FORTH AND ACKNOWLEDGES THAT IT HAS READ ALL SUCH TERMS AND CONDITIONS.

SELLER:

Mojave, HM

a California limited liability company,
by Pacific Communities Builder, Inc.,
Its Manager

By:

Authorized Signer

Date

Name:

Title:

Address: 1000 Dove Street, Suite 300
Newport Beach, CA 92660

ESCROW HOLDER HEREBY ACCEPTS THIS AGREEMENT AS ESCROW INSTRUCTIONS FOR THE ESCROW DESCRIBED HEREIN.

"ESCROW HOLDER"

X

By:

its:

Date: _____, 20____

Address:

Telephone Nos.:

(949) 261-6222

(Fax)

ESTIMATED DELIVERY DATE - NOTICE TO BUYERS:

As part of your Purchase and Sale Agreement (Contract,) an estimated date for completion/delivery of your new home is provided.

Please be advised: **ANY DELIVERY DATE QUOTED IS AN ESTIMATE ONLY... AND MAY BE SUBJECT TO CHANGE, AT ANY TIME.** It is quite common for an estimated completion/delivery date to be revised SEVERAL TIMES, during the construction process, leading up to the actual Close of Escrow.

As stated (in part,) in your signed Purchase and Sale Agreement under Clause 9:

“Buyer hereby acknowledges that the scheduled closing date is merely Seller’s BEST ESTIMATE of the closing date and that the actual close of escrow may be delayed by weeks or months beyond the scheduled closing date.”

During the construction period, the Sales Team will be given updates and estimations of completion time-frames by the Construction Superintendent, which may be shared with you. However, it is virtually impossible to provide a true, accurate and firm delivery date... until your home is very near completion. Any date provided, until that point is reached in construction, is estimation, only. **NO reliance should be placed in ANY stated completion/delivery date UNLESS/UNTIL the Sales Staff confirms that a given, completion date is final and fixed.**

There are any number of unforeseeable developments that may affect the accuracy of completion date projections... such as weather conditions... sub-contractor availability... shortages in available labor or materials... scheduling of city inspectors... timeliness of the utility companies in getting meters and connections established... among other, various influences. Such delays are unplanned and unforeseen. As a result, the date-of-delivery-information we may share with you is, once again, merely a best guess.

Additionally... there is the intricate, complex coordination required between Construction, Escrow, Title, the Design Center, the Appraiser, the Lender and the Buyer. One unexpected glitch in the process may, also, result in additional delays. **It is vital that Buyers complete/sign and RUSH-RETURN any materials provided to them by the Sales Staff, Design Center, Lender and Escrow.** Time is of the essence!

We cannot... and will not... deliver your home until it is fully completed and ready for safe and secure occupancy. Compromising shortcuts are not acceptable. Every reasonable effort will be made to ensure your new home is well constructed... and done right. Sometimes... that process may take longer than anticipated or hoped for... but the final result should be well worth the wait.

Reviewed, Understood, Acknowledged and Agreed:

SHARON A GREEN	3/10/2025		
<u>Snaron Green</u>	Date		Date
	Date		Date

Addendum "A"

Escrow Holder's General Instructions

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

1. Both the Seller and Buyer will pay upon demand, regardless of the consumption of this escrow, all charges incurred by you for them, including your escrow fees. Unless otherwise provided therein, Seller will pay title charge for Owner's title policy, fee for preparation of instruments executed by him, recording fees on any documents necessary on his part to complete this escrow, and Seller's escrow fee. Buyer, unless otherwise provided herein, will pay fee for preparation of instruments executed by him, recording fees on conveyance documents and any other document necessary on his part to complete this escrow, Buyer's escrow fee and all charges and expenses in connection with any loan obtained by him. YOU WILL INSTRUCT THE TITLE COMPANY TO BEGIN SEARCH OF TITLE AT ONCE.
2. Pay at close of escrow, from Seller's funds, any demands for reconveyance, releases or satisfactions of any encumbrances of record and any bonds or taxes, payment, and/or release which are necessary to place title in condition to close this escrow, and pay a commission in accordance with the instructions contained in a separate commission order.
3. Make all adjustments (prorations) on the basis of a 30 day month. .Close of Escrow. is the day that the conveyance called for in this escrow is recorded and/or filed with the County Recorder's Office.
4. When taxes are to be adjusted as called for above, the adjustment is to be made based on the latest tax figure available to you. Taxes shall include personal property taxes of the former owner, if any, and also include any special district levies, payment of which are included therein and collected therewith, and any taxes and assessments levied or assessed subsequent to the date of these instructions.
5. Execute on behalf of the parties hereto, assignments of interest in any fire insurance policies handed you and forward them upon close of escrow to the proper parties or agents. In all acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in assuming that each such policy is in force and that the necessary premium thereof has been paid.
6. The parties to this escrow have entered into these instructions for the purpose of completing the sale and purchase of the herein described real property on the terms and conditions set forth in these instructions. The instructions are not intended to cancel or supersede any agreements between the parties entered into outside of these instructions.
7. In the event it may be necessary or proper in order to comply with the conditions and instructions of this escrow, you are authorized to (a) cause to be deposited, during the pendency of this escrow, any funds or documents with any bank, savings and loan association, or title company, to be credited to the account of The Escrow Specialists, Inc. as required to complete this escrow, and (b) furnish to any broker hereunder or any lender, or anyone acting on behalf of the lender, any information concerning this escrow, including among other things certified copies of all escrow instructions and any amendments thereto and copies of final closing statements upon request.
8. All parties, jointly and severally, agree to indemnify and hold Escrow harmless from all losses and expenses, including reasonable attorney's fees and court costs sustained by reason of any claim, liability, demand, or action filed, legal or otherwise, which may in any manner arise out of or from the property which is the subject of this escrow, or out of or from this escrow, before or after closing, notwithstanding anything in these instructions to the contrary, and further, all parties jointly and severally agree to pay reasonable escrow fees.
9. Buyer and Seller, jointly and severally, agree to hold Escrow harmless by reason of any misrepresentation or omission by Seller or Buyer or their agents as to Seller's or Buyer's compliance with rules and/or regulations or any governmental agency, state, federal, county, municipal, or otherwise. Escrow is not to be concerned with the effect of zoning ordinances, land division regulations, or building restrictions which may pertain to or affect the land or improvements that are the subject of this escrow. The parties to this Escrow have satisfied themselves outside of Escrow that the transaction covered by this Escrow is not in violation of the Subdivision Map Act or any other law regulating land division and Escrow Holder is relieved of all responsibility and/or liability in connection therewith.
10. Escrow Holder shall not be responsible for compliance with the Consumer Credit Protection Act, or Truth-in-Lending Act, or any similar law or regulation, or for the sufficiency or correctness of any statement or documents in connection therewith.

Buyer's Initials: SG

Addendum "A" Escrow Holder's General Instructions

11. Escrow is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence, and other material pertaining to this escrow at the expiration of five years from the date of close or cancellation of escrow without liability and without further notice to the parties.

12. It is understood that the fees agreed to be paid for Escrow's services are for ordinary and usual services only, and should there be any extraordinary or unusual services rendered, the parties agree to pay to Escrow reasonable compensation together with any costs and expenses incurred, including but not limited to the cost of reporting details of this transaction to the Internal Revenue Service as required by the Tax Reform Act of 1986. Escrow is hereby given a lien upon all documents, monies and securities deposited until Escrow has been so compensated or reimbursed. In the event of a failure to pay fees or expenses due hereunder, on demand, I agree to pay a reasonable fee for any attorney's services which may be required to collect such fees or expenses.

13. If, for any reason, this escrow cannot be closed within the stated period of time, you shall nevertheless close it as soon as possible thereafter unless notice of cancellation is given by either party. Any notice of cancellation affecting this escrow, for whatever reason and whenever given, may be given only in writing delivered to you in duplicate. On receipt of such notice, you shall within three days mail one copy to the other party. Except for demand of cancellation pursuant to any liquidated damages provision, unless written objection thereto from such other party shall be received by you within five business days after such mailing, you are authorized to comply with any instructions in such notice and to cancel the escrow upon payment of your cancellation charges. In the event written objection is received within the time stated or in the event conflicting claims are made upon you in this escrow, you may refuse to take further action hereunder or you may interplead the parties in any court of competent jurisdiction, in which case you shall be entitled to your costs including reasonable attorney's fees incurred therein. If you become a party to any civil action by reason of this escrow, you shall be entitled to recover your attorney's fees and costs, as may be allowed by the court.

14. Notices. Any notices that may be or are required to be given by either party to the other shall be in writing. All notices to be given to Buyer and/or Seller shall be delivered personally (or, if Buyer and Seller is more than one person, to any one of them) by prepaid United States certified or registered mail, return receipt requested, addressed to Buyer and/or Seller at the address shown on the signature page of the escrow instructions shall be deemed delivered upon receipt if hand delivered, or if mailed, two (2) business days after deposit in the United States mail, postage prepaid and addressed to the person to receive such notice at the addresses of Buyer and/or Seller set forth in the escrow instructions, or at any address substituted therefore by written notice to Escrow Holder. If Escrow Holder has attempted to deliver such notice and Buyer and/or Seller refuses to accept the same, such party shall be deemed to have received such notice.

15. MISCELLANEOUS INSTRUCTIONS:

- a) Make all disbursements by your check
- b) These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original and such counterparts together shall constitute one and the same instrument.
- c) Any amended, supplemental or additional instructions given in connection with this escrow shall be subject to the conditions contained herein.
- d) In these instructions, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

ACKNOWLEDGED AND AGREED:

<u>SHARON A GREEN</u>	3/10/2025		
<u>Sharon Green</u>	Date		Date
 _____	Date	 _____	Date

SELLER:

Mojave, HM
a [California/Delaware] limited liability company,
by Pacific Communities Builder, Inc.,
Its Manager

By: _____
Authorized Signer Date

Buyer's Initials: SLG

ADDENDUM B**OPTION ORDER**

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Printed On: 03/09/2025

Buyer's Name: Sharon Green

THIS OPTION ORDER ADDENDUM ("Addendum") is attached to and made a part of the Purchase and Sale Agreement, Escrow Instructions and Receipt for Deposit between Buyer and Seller, as more fully identified above ("Agreement"). Unless expressly defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Agreement.

1. The options and upgrades set forth below ("**Options and Upgrades**") shall be installed on the Property by Seller for the price listed opposite such Option and Upgrade (collectively, the "**Options and Upgrades Price**"). The Total Purchase Price of the Property shall be increased by the Options and Upgrades Price. If Buyer is financing the purchase of the Property, including the Options and Upgrades, Buyer understands and acknowledges that Buyer's lender shall determine the amount of the Total Purchase Price of the Property that may be financed. If Buyer's lender determines that all or a portion of the Total Purchase Price may not be financed, Buyer shall pay cash at the Close of Escrow for any portion of the Total Purchase Price of the Property not financed by the lender.

2. Concurrently with the execution of this Addendum by Buyer, Buyer shall deposit with Escrow Holder good funds, paid in the amount designated as the Option Deposit below ("**Option Deposit**"). The Option Deposit shall increase the amount that may be retained by Seller as liquidated damages in the event of Buyer's Default. At any time after the execution of this Addendum, Seller may, in its sole discretion, require Buyer to increase the amount of the Option Deposit up to the total Options and Upgrades Price as a condition of Seller's agreement to install an Option or Upgrade. If Buyer fails to deliver an increased Option Deposit to Escrow Holder within five (5) days after Seller's request pursuant to the immediately preceding sentence, Seller may, in its sole discretion, cancel the applicable Option/Upgrade, in which case the entire amount of Buyer's Option Deposit for the cancelled Option/Upgrade shall be returned to Buyer.

3. **LIQUIDATED DAMAGES. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE,**

BUYER SG _____ AND SELLER _____ AGREE THAT:

A. AN AMOUNT EQUAL TO BUYER'S PURCHASE MONEY DEPOSIT PLUS THE OPTION DEPOSIT(S) REMITTED BY BUYER PURSUANT TO THE TERMS OF THIS ADDENDUM AND ANY OTHER OPTION ORDERS EXECUTED BY BUYER FOR OPTIONS OR UPGRADES THAT SELLER HAS INSTALLED IN THE PROPERTY AS OF THE DATE OF SUCH DEFAULT OR WHICH SELLER HAS ORDERED AS OF THE DATE OF SUCH DEFAULT AND IS UNABLE TO RETURN TO THE VENDOR SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT SUCH AMOUNT IS AND SHALL BE DEEMED REASONABLE AS LIQUIDATED DAMAGES IN LIGHT OF THE FOLLOWING: (i) THE DAMAGES TO WHICH SELLER WILL BE ENTITLED IN THE EVENT OF BUYER'S DEFAULT WILL BE BASED ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE TOTAL PURCHASE PRICE FOR THE PROPERTY, WHICH DIFFERENCE MUST BE BASED ON OPINIONS OF VALUE OF THE PROPERTY WHICH CAN VARY IN SIGNIFICANT AMOUNTS; (ii) THE COST OF ADDITIONAL OPTION ITEMS REQUESTED BY BUYER WILL PROBABLY NOT BE RECOUPED BY SELLER IF THE PROPERTY IS RESOLD BY SELLER (OWING TO A VARIETY OF FACTORS INCLUDING WITHOUT LIMITATION THE WIDE RANGE OF TASTES AND PREFERENCES THAT EXISTS AMONG POTENTIAL HOME BUYERS); AND (iii) IT IS IMPOSSIBLE TO PREDICT, AS OF THE DATE ON WHICH THE AGREEMENT IS ENTERED INTO, WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW, AND BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER DEFAULT UNDER THE AGREEMENT. IF, NOTWITHSTANDING THE FOREGOING, THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED ABOVE IS DETERMINED TO BE UNREASONABLE BY THE ARBITRATOR, THEN THE AMOUNT OF LIQUIDATED DAMAGES PAYABLE TO SELLER SHALL BE LIMITED TO THREE PERCENT (3%) OF THE TOTAL PURCHASE PRICE.

B. THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF BUYER'S DEFAULT.

C. LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S PURCHASE MONEY DEPOSIT AND OPTION DEPOSIT(S) ACCORDING TO THE FOLLOWING PROCEDURES:

(1) THE SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR SERVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER, THAT BUYER IS IN DEFAULT UNDER THE AGREEMENT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT AND OPTION DEPOSIT(S) TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN TWENTY (20) DAYS, BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES ("BUYER'S OBJECTION"). BUYER'S OBJECTION MUST ALSO AFFIRMATIVELY STATE THAT BUYER IS READY, WILLING AND ABLE TO CLOSE ESCROW AS PROVIDED FOR IN THE AGREEMENT. BUYER'S FAILURE TO SO SPECIFICALLY STATE THAT THEY ARE PREPARED TO PROCEED WITH THE CLOSE OF ESCROW FOR THE PURCHASE OF THE PROPERTY WILL IMMEDIATELY TERMINATE BUYER'S RIGHT TO PURCHASE THE PROPERTY AND ANY SUCH RIGHTS SHALL THEREUPON BECOME NULL AND VOID. SELLER SHALL, IMMEDIATELY UPON GIVING THE SELLER'S NOTICE AND DEMAND, DELIVER TO ESCROW HOLDER ALL PURCHASE MONEY FUNDS OF BUYER HELD BY SELLER OUTSIDE OF ESCROW, IF ANY.

(2) BUYER SHALL HAVE A PERIOD OF TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.

(3) IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (a) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (b) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.

(4) IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE CONTROVERSY SHALL BE DETERMINED BY SUBMISSION TO BINDING ARBITRATION AS PROVIDED IN [SECTION 28](#) (ARBITRATION OF DISPUTES) OF THE AGREEMENT, WHICH IS INCORPORATED BY REFERENCE.

SHOULD BUYER NOT AGREE TO THE FOREGOING LIQUIDATED DAMAGES PROVISION, THEN THE AMOUNT SPECIFIED ABOVE SHALL NOT BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES SELLER MIGHT RECOVER AS A RESULT OF BUYER'S DEFAULT. SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH AND PURSUANT TO THE PROVISIONS OF THIS SECTION.

4. Should the Property be completed and an option or upgrade not be installed, Seller shall have no liability with respect to such option or upgrade. In that event, however, the entire amount of Buyer's deposit for that option or upgrade shall be returned to Buyer.

BUYER'S INITIALS: SLG _____

SELLER'S INITIALS: _____

5. Except as otherwise provided in [Section 3](#) of this Addendum (or as otherwise required by law), should Buyer cancel the purchase of the Property, or any option or upgrade, after such option or upgrade has been ordered or installed, Buyer shall be responsible to pay the **entire price** of such option(s) or upgrade(s). If there is a balance due on the option(s) or upgrade(s), Buyer shall pay the balance.

6. Subject to all applicable option cut-off dates, all selections must be complete, and no changes will be allowed within forty-five (45) days prior to the Scheduled Closing Date. Buyer acknowledges and agrees that Buyer shall be responsible for payment of a **\$100.00 Change Order fee** for each individual change allowed by Seller. Buyer acknowledges that any changes may result in additional closing costs or delay in closing.

7. ☐ (IF CHECKED) **BUYER'S REMOVAL OF ALL CONTINGENCIES. AS MATERIAL CONSIDERATION FOR SELLER'S EXECUTION OF THIS OPTION ORDER, BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES, INCLUDING, BUT NOT LIMITED TO, THE LOAN CONTINGENCY AND ANY CONTINGENCY FOR THE SALE OF OTHER REAL PROPERTY OWNED BY BUYER AS PROVIDED IN A SEPARATE CONTINGENCY ADDENDUM (IF APPLICABLE).**

BUYER'S INITIALS: SLG _____

8. If any term, condition or provision of this Addendum is declared illegal or invalid for any reason by any arbitrator, referee or court of competent jurisdiction, such portion shall be deemed severed from this Addendum and the remaining terms, conditions and provisions of this Addendum shall remain in full force and effect, as fully as though such severed portion had never been part of this Addendum.

9. In the event of any conflict or discrepancy between the Agreement and this Addendum, the provisions of this Addendum shall control. In the event of any conflict or discrepancy between this Addendum and any document incorporated by reference in the "Options and Upgrades" table below, the provisions of this Addendum shall control.

[CONTINUED ON FOLLOWING PAGE]

OPTIONS AND UPGRADES

Description	Receipt #	Qty	Total Price
[JAS-DOR-P04-007] Opt. 3080 French Door at Bedroom 5 to Porch/Living Suite Exhibit Date:09/17/24 (09/17/24) GQ \$0 THE \$3,500 OPTION DUE TO ALREADY PRICED WITH PRE-PLOT.	0	1	\$ 0
[JAS-INT-P04-018] Optional 5 Tier Laundry Shelving at Laundry (5 Painted Linen shelf across from Washer and Dryer) Exhibit Date:06/13/24 (06/13/24) GQ \$0 THE \$525 OPTION DUE TO ALREADY PRICED WITH PRE-PLOT.	0	1	\$ 0
[JAS-LPK-P04-067] Luxury Package Exhibit Date:09/12/24 (09/12/24) GQ \$0 THE \$20,000 OPTION DUE TO ALREADY PRICED WITH PRE-PLOT.	0	1	\$ 0
[JAS-LPK-P04-070] Luxury - Upgrade Sabbia Cabinets - Color Selection Only Exhibit Date:09/12/24	0	1	\$ 0
[JAS-LPK-P04-071] Luxury - Bianco Tiza Quartz Kitchen Countertop - No Splash - Color Selection Only Exhibit Date:12/04/24 Preplotted	0	1	\$ 0
[JAS-LPK-P04-078] Luxury - Upgrade Full Tile Splash at Kitchen - Group 2 - Santorini Mythology Wave Crest with #381 Bright White Grout (Style 4x12) Exhibit Date:12/04/24 preplotted	0	1	\$ 0
[JAS-LPK-P04-087] Luxury - Paint Always Neutral VP8-30815 w/ 37 White Shadow Ceiling & Trim. Does not incl. Closets, Pantry or Garage - Color Selection Only Exhibit Date:12/04/24 preplotted	0	1	\$ 0
[JAS-RC-P04-004] Optional Living Suite ILO Bed 5 Exhibit Date:06/13/24	0	1	\$ 23,900
[DELETED on:06/13/24 [JAS-RC-P04-004] Optional Living Suite ILO Bed 5 Exhibit Date:06/13/24	0	-1	\$ <-->
[JAS-RC-P04-004] Optional Living Suite ILO Bed 5 Exhibit Date:06/13/24 (06/13/24) GQ \$0 THE \$23,900 OPTION DUE TO ALREADY PRICED WITH PRE-PLOT.	0	1	\$ 0
TOTALS			\$ 0

Date Paid	Amount	Check#	Receipt #

Total option deposits: \$ 0

ACKNOWLEDGED AND AGREED:

SHARON A GREEN

3/10/2025

snaron Green

Date

Date

Date

Date

SELLER:

Mojave, HM

a [California/Delaware] limited liability company,
by Pacific Communities Builder, Inc.,
Its Manager

By:

Authorized Signer

Date

ADDENDUM D

SOLAR ENERGY SYSTEM ADDENDUM

(SunPower Mandatory Purchase or Lease)

Community: Pacific Jasper

Lot/Tract: 200 / 16677

Property: 13898 Hidden Pines Ct Victorville, CA

Date of Purchase and Sale Agreement: 03/09/2025

Buyer: Sharon Green

THIS SOLAR ENERGY SYSTEM ADDENDUM ("**Addendum**") is attached to and made a part of the Purchase and Sale Agreement, Escrow Instructions and Receipt for Deposit ("**Agreement**") between Buyer and Seller for the real property described above (the "**Property**"). Unless expressly defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Agreement. If any portion of this Addendum conflicts with any provision of the Agreement, the provisions of this Addendum shall prevail. All terms used in this Addendum shall have the same meaning as in the Agreement.

1. MANDATORY SOLAR ENERGY SYSTEMS. California Code of Regulations (CCR), Title 24 imposes energy efficiency standards on the construction of new homes in California. There are a variety of ways a home can meet Title 24 energy efficiency standards. Seller has elected to meet Title 24 energy efficiency standards by installing a photovoltaic solar system ("**System**") on the residence constructed on the Property ("**Residence**"). Because the Residence has a System installed, Buyer is required to either purchase the System as an upgrade option or to enter into a lease for a System. Buyer will be responsible for the cost to either purchase the System as an upgrade option, or the cost to lease the system as described herein. Prior to entering into the Agreement, Buyer should consider the impacts of this mandatory System requirement on Buyer such as (i) the additional expense to purchase or lease a System; (ii) the fact that some or all of the residences in the Community will have prominently visible Systems mounted on the roofs which can be seen from the street or from Buyer's Residence; and (iii) the maintenance and repair expenses if Buyer purchases the System as an upgrade option. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Residence.

2. SUNPOWER SOLAR ENERGY SYSTEMS. If Buyer elects to purchase the System from Seller, SunPower will install the System. If Buyer elects to lease the System, or is deemed to have elected the lease pursuant to [Section 10\(c\)](#) below, the lease will be offered by SunPower. In order to provide you with information regarding the System including the cost thereof, lease terms, etc., SunPower offers an informational no-cost solar consultation ("**Solar Consultation**"). In order to schedule the Solar Consultation, SunPower must contact you. Please indicate by checking the appropriate box below whether Seller may provide SunPower with your name(s), email address, phone number(s), address of the Property and the Estimated Closing Date (collectively, the "**Contact Information**") in order for SunPower to schedule a Solar Consultation with you. SunPower shall not disclose your Contact Information to any third party or use your Contact Information for any purpose whatsoever other than scheduling a Solar Consultation. If Buyer instructs Seller not to provide Buyer's Contact Information to SunPower, and Buyer is opting to lease the Solar Energy System or Buyer selects option [Section 10\(c\)](#) below, Buyer is obligated to contact SunPower directly to schedule the Solar Consultation within three (3) business days of Buyer's execution of the Agreement.

☒ By checking this box and executing this Addendum below, Buyer agrees that Seller may provide Buyer's Contact Information to SunPower.

☐ By checking this box and executing this Addendum below, Buyer hereby instructs Seller not to provide Buyer's Contact Information to SunPower. Buyer agrees to contact the SunPower representative to schedule the Solar Consultation within three (3) days of the date of the Offer.

3. ABOUT THE SYSTEM EQUIPMENT AND LEASE PROGRAM. As noted above, Buyer shall elect either SunPower's lease program or must elect to purchase the System. Failure to affirmatively select either the lease or purchase option will result in Buyer being obligated to enter into a lease as provided in [Section 10\(c\)](#) below. The System purchase program is described in [Paragraph 4](#) below and the System lease program is described in [Paragraph 5](#) below. The System equipment includes (a) roof-mounted photovoltaic modules consisting of solar panels mounted on racks, and (b) inverter(s) that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for home use. The System converts sunlight into electricity but does not directly heat water for the Residence or exterior improvements (such as pools and spas). Sample copies of the lease agreement, warranty provided by SunPower ("**SunPower Warranty**") and an operating and maintenance manual, if any ("**SunPower Maintenance Manual**"), prepared by SunPower are available for Buyer's review from SunPower upon request and at <http://www.Sunpower.com/newhomes>. **Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.**

4. PURCHASE OF A SYSTEM. If Buyer purchases a System, the total cost to Buyer of an installed System will be set forth in the Option Items list for Buyer's Residence.

Internet Solar Monitoring. SunPower may provide buyers of a System with an internet-based service that monitors the performance of the System ("**Internet Solar Monitoring Service**"). If the Internet Solar Monitoring Service is free for a limited period of time, at the expiration of the free monitoring period, if Buyer desires to continue using the Internet Solar Monitoring Service, Buyer may need to separately contract with the monitoring company at its then prevailing rate and on such terms and conditions as the monitoring company may offer. Seller has no control over the internet solar monitoring system and any fees or rates which may be charged by SunPower or any monitoring company.

4.1 Federal, State and/or Local Energy Incentives. Buyer may qualify for Federal and/or State and/or local incentives/credits to defray the cost of the purchase of System. However, Buyer is solely responsible for obtaining any such credits. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the System and the amount of any such tax credits or incentives, given Buyer's individual tax and financial circumstances. Buyer is solely responsible for obtaining any applicable credits and/or incentives.

Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits and/or incentives. Buyer's obligations under the Agreement are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Close of Escrow regardless of the reason, including without limitation delays in completion of construction or closing of the Property.

Seller makes no representation, warranty, assurance or guarantee that Buyer will qualify for or receive, in whole or in part, any tax credit, incentive, rebate or similar financial benefit in connection with the Property, and Buyer should not make Buyer's decision to purchase the Property in reliance on obtaining any such benefit based on the information set forth in this Addendum. It is Buyer's sole responsibility to investigate what tax credits, incentives or other similar financial benefits, if any, may be available to Buyer and to take the steps necessary to claim any such benefits. Information on the federal tax credit is available from the Internal Revenue Service at <http://www.irs.gov>. The Database of State Incentives for Renewables and Efficiency (<http://www.dsireusa.org>) is another source of information on state, local, utility and federal energy and energy efficiency incentives. The information set forth in this Addendum is provided for general guidance only and does not constitute tax advice.

5. LEASE PROGRAM. If Buyer elects the lease of a System from SunPower, or if Buyer is deemed to have elected the lease pursuant to [Section 10\(c\)](#) below, Buyer will enter into a Solar Lease Agreement ("**Lease**") with SunPower prior to the Close of Escrow. Buyer will make monthly payments to SunPower under the Lease. Seller will not be a party to the Lease. Under the Lease, Buyer will NOT own the System as part of the Residence. **Buyer should read each document related to SunPower's lease program carefully and understand them before electing to lease the System or signing any documents.**

5.1 No Federal, State and Local Solar Energy Credits. Pursuant to the Lease, the lessor will receive all federal, state and/or local solar energy system credit, rebates and incentives, green tags, carbon credits, and all other non-power attributes of the System as the owner of the System. Buyer will be ineligible for most credits, rebates or incentives because Buyer will not own the System. The value and benefit of renewable energy credits, utility or state/federal rebates green tags, carbon credits and all other non-power attributes of the System are for the benefit of SunPower as the owner of the System.

5.2 Internet Solar Monitoring. SunPower has agreed to provide lessees (homebuyers) with an internet based service which monitors the performance of the System. Seller has no control over SunPower's internet solar monitoring system and any fees or rates which may be charged by SunPower after the termination of the Lease. Buyer must maintain, at its sole cost and expense, a functioning indoor internet connection with the minimum specifications set forth in the Lease. If you do not maintain a working high speed internet line, you will not be able to utilize the performance monitoring service and you may be required to provide SunPower with annual production information from your inverter and SunPower will be unable to provide the performance guarantee as described in the Lease.

5.3 Financing for the Residence. The Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**"), has recently updated their Selling Guide for Single Family Homes to provide requirements for mortgage loans on properties with leased solar panels. The lessor of the panels believes that its lease complies with these requirements, but the requirements can change, and it is Buyer's responsibility to confirm with Buyer's lender whether the home is eligible for FNMA financing if Buyer elects to enter into a lease or if Buyer is deemed to have elected the lease pursuant to [Section 10\(c\)](#) below. Seller makes no representation or warranty that if Buyer leases solar panels, Buyer will qualify for federal government insured or guaranteed loans, even if such a loan is conditionally approved for Buyer. Buyer acknowledges that leasing a System may make it more difficult to finance or refinance the purchase of the Residence, now or in the future, due to factors that are not within Seller's control, and Seller makes no representation regarding any such financing.

5.4 Other Lease Issues. If SunPower removes the System upon the expiration of the Lease or otherwise, it may not be possible to match the existing roof materials and the roof may have mismatched areas where the System was removed. **Buyer acknowledges that if the Residence is subject to a Lease, it may make the transfer/sale of the Residence more (i) expensive, (ii) time intensive, and (iii) difficult if Buyer is trying to find a buyer to assume the Lease because Buyer is unable or unwilling to remove and relocate the System.**

6. OTHER INFORMATION ABOUT THE SYSTEMS.

6.1 Limited Warranty.

6.1.1 Warranty and Service of a System. In all cases, service questions and warranty claims pertaining to the operation and/or maintenance of a System should be directed to SunPower and to the System component manufacturer ("**System Component Manufacturer**"). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller.

6.1.2 Seller's Limited Warranty. The System is not covered under the Seller Warranty described in the Agreement ("**Seller Warranty**"). Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding (a) the System, (b) the longevity of the System, (c) any SunPower Warranty, (d) the performance by SunPower under the SunPower Warranty, (e) any warranty from a System Component Manufacturer, (f) the performance by any System Component Manufacturer under such manufacturer's warranty, or (g) any components or parts of the System. Buyer agrees and understands that over time, the panels, parts and other components of the System installed on the Residence will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that is not a part of the System, and Buyer acknowledges that re-roofing the Residence will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. Seller has no ownership interest in and is not affiliated with SunPower or any System Component Manufacturer.

6.2 SunPower and System Component Manufacturers' Warranties. SunPower or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. The warranties offered by SunPower and the System Component Manufacturers are unrelated to and independent of the Seller Limited Warranty. Please review the SunPower Warranty and all System Component Manufacturers' limited warranties for the System, copies of which will be provided by SunPower. Special attention should be directed to those paragraphs which limit the liability of SunPower and the System Component Manufacturers. Buyer acknowledges that certain components of the SunPower or System Component Manufacturers' limited warranties may run beyond the warranty terms provided under the Seller Limited Warranty. Since Seller has no ownership interest in SunPower or the System Component Manufacturers, Seller has no control over the design or performance of SunPower's or the System Component Manufacturers' products, and Seller assumes no liability for SunPower's and all System Manufacturer's performance of maintenance or warranty service on the System.

If Buyer has any questions about the System, SunPower Warranty, Internet Solar Monitoring Service (if any) or the SunPower Owner Manual, please contact a SunPower representative directly. If Buyer has any questions about the System Component Manufacturers' limited warranties, please contact either SunPower or the individual System Component Manufacturer.

6.3 Placement of Systems. The System panels will be placed on the Residence's roof. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, house orientation, or other reasons. In those instances, SunPower will install the panels on another roof surface including roof surfaces that may not face south, and as such the annual electrical output from the System may be less than optimal. The location of the panels on each roof will be determined by Seller and/or SunPower. Buyer should anticipate that solar panels on Buyer's Residence and on all other residences in the Project may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Residence in the Project.

6.4 Utility Interconnection Agreement. Buyer will receive the benefit of any utility interconnection agreement ("**Interconnection Agreement**") which may have been executed by Seller with the utility company servicing the community ("**Utility Company**"). The methods of applying credit for exported energy vary. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller makes no representation or warranty as to whether the Utility Company or any other utility provider credits to a homeowner's bill or pays a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Residence for the applicable period of time. For more information regarding the Interconnection Agreement, please contact the Utility Company.

6.5 Potential Delay of Operation of System. Buyer acknowledges that the System may not be operational immediately after the Close of Escrow. Initial operation of the System may be delayed due to multiple factors, including, but not limited to, (a) delay in processing the Interconnection Agreement by the Utility Company and the solar provider, (b) additional delays in starting up the System by SunPower. In addition, there are certain steps that Buyer must take such as setting up electric service to the Residence, signing an interconnection agreement and scheduling an appointment for system start-up and commissioning. Buyer acknowledges that these delays are not within the control of Seller as these delays, if any, are solely within the control of SunPower, Buyer and the Utility Company, as applicable. Seller will have no control over, or liability for, the commencement of operation of the System.

6.6 Timelines for Selecting System Option Upgrade. If Buyer would like to upgrade the System to be installed on the Residence, Buyer must do so within the timeframe and subject to the system upgrade options established by Seller and/or SunPower. Given the complex nature of the System, this upgrade option (if

available) must be selected prior to the selection deadline of other options for the Residence. Until the time Buyer elects to upgrade the System, the availability and prices of upgraded System option(s) are subject to change without prior notice. Buyer acknowledges that if Buyer is purchasing a Residence that is already under construction, the cut-off dates for ordering an upgraded System may have already passed.

7. SYSTEM PERFORMANCE.

7.1 Factors Affecting Operation of a System. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System, which factors include, without limitation, the plan type and architectural elevation of the Residence, the orientation of the lot and the home constructed thereon to the sun, the cleanliness of the solar panels, arrays or tiles, cloudiness, weather patterns, temperature and seasonality, the presence of streetlights, the growth of trees and other vegetation and/or the addition of second stories or other structural additions to the Residence or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System which may be installed on the Residence may be less than or greater than a system installed on a neighboring property, adjacent property or any other property within the Project, even where the System size and other parameters on such other property within the Project are the same as the System which may be installed on your Residence. Further, the System is intended for residential, personal, family or household purposes only.

7.2 Energy Savings. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, home orientation, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy costs savings.

7.3 No Energy Output Guarantee. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by SunPower. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, SunPower or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 Uncontrolled Shading. Trees, structures and other obstructions installed or permitted to grow on the Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from Buyer's System will be reduced or eliminated. Seller makes no representation or warranty that any System installed on the Residence will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. SOLAR ACT AND IMPROVEMENTS.

8.1 Solar Shade Control Act. All homeowners and the Homeowners Association, if any, will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et seq.

8.2 Compliance with Governing Documents and Laws; Tree Planting Restrictions. The maintenance, repair and replacement of the System will be subject to: (i) the Declaration, if any; (ii) the architectural/design guidelines, if any, for the Project; (iii) all applicable city and/or county ordinances and zoning regulations; (iv) the Uniform Building Code; and (v) any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that may restrict your free and unfettered enjoyment of your Residence if it conflicts with the operation of a System installed upon a neighboring residence, including the location and height of trees at your Residence. **THE NEED TO PREVENT SHADING OF THE SOLAR ENERGY PANELS INSTALLED ON BUYER'S RESIDENCE OR ON A NEIGHBORING RESIDENCE MEANS THAT THE DIMENSIONS OF SOME LOTS MAY NOT ALLOW THE PLANTING OF ANY TREES, OR THE PLANTING OF MEDIUM OR LARGE TREES, IN THE YARD. BUYER MUST CAREFULLY CONSIDER THE EFFECT OF THE SOLAR SHADE CONTROL ACT WHEN MAKING A DECISION TO PURCHASE THE PROPERTY.**

9. FURTHER INFORMATION REGARDING SOLAR.

9.1 Marketing Materials. Information contained in solar energy system and energy efficiency marketing materials are based upon information obtained from third parties unrelated to Seller and in some cases provided by Seller but prepared by unrelated third parties (as is the case with the solar energy system materials prepared by SunPower) and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements.

9.2 California Go Solar Website. The California Energy Commission's New Solar Homes Partnership (NSHP) is part of the comprehensive statewide solar program, known as the California Solar Initiative. More information can be obtained from a number of resources, including but not limited to the "California Go Solar"

Website (see <http://www.gosolarcalifornia.org>).

9.3 Information from the State of California. The following information is from California Code of Regulations Title 20, Section 2702:

"Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

Climate Zone	Estimated Annual kWh/kWstc Generation	Estimated Annual Dollar Savings at Various Utility Electric Energy Rates				
		\$0.10/kWh	\$0.15/kWh	\$0.20/kWh	\$0.25/kWh	\$0.30/kWh
CZ01	1220-1475	\$122-\$148	\$183-\$221	\$244-\$295	\$305-\$369	\$366-\$443
CZ02	1420-1660	\$142-\$166	\$213-\$249	\$284-\$332	\$355-\$415	\$426-\$498
CZ03	1515-1885	\$152-\$189	\$227-\$283	\$303-\$377	\$379-\$471	\$455-\$566
CZ04	1560-1920	\$156-\$192	\$234-\$288	\$312-\$384	\$390-\$480	\$468-\$576
CZ05	1570-1965	\$157-\$197	\$236-\$295	\$314-\$393	\$393-\$491	\$471-\$590
CZ06	1590-1980	\$159-\$198	\$239-\$297	\$318-\$396	\$398-\$495	\$477-\$594
CZ07	1545-1940	\$155-\$194	\$232-\$291	\$309-\$388	\$386-\$485	\$464-\$582
CZ08	1565-1965	\$157-\$197	\$235-\$295	\$313-\$393	\$391-\$491	\$470-\$590
CZ09	1570-1870	\$157-\$187	\$236-\$281	\$314-\$374	\$393-\$468	\$471-\$561
CZ10	1560-1880	\$156-\$188	\$234-\$282	\$312-\$376	\$390-\$470	\$468-\$564
CZ11	1595-1905	\$160-\$191	\$239-\$286	\$319-\$381	\$399-\$476	\$479-\$572
CZ12	1670-1975	\$167-\$198	\$251-\$296	\$334-\$395	\$418-\$494	\$501-\$593
CZ13	1705-2000	\$171-\$200	\$256-\$300	\$341-\$400	\$426-\$500	\$512-\$600
CZ14	1790-2140	\$179-\$214	\$269-\$321	\$358-\$428	\$448-\$535	\$537-\$642
CZ15	1755-2085	\$176-\$209	\$263-\$313	\$351-\$417	\$439-\$521	\$527-\$626
CZ16	1560-1860	\$156-\$186	\$234-\$279	\$312-\$372	\$390-\$465	\$468-\$558

"Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insulation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric energy rate structure, the overall electricity consumption of the Residence, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings.

"Prospective home buyers are encouraged to visit the Go Solar California website: www.gosolarcalifornia.org/tools/calculators.php, to view a number of online calculators that have been developed to help make a decision on going solar. The solar calculators on this website may reach calculations different from those contained in the reference chart above.

"The Energy Commission climate zone map is located at: www.energy.ca.gov/maps/building_climate_zones.html."

10. SELECTION OF LEASE OR PURCHASE OPTION. Buyer hereby selects the following option with respect to the system:

☐ (a) **Lease Option.** Buyer elects to enter into a Lease for the System. Buyer agrees that prior to Close of Escrow, Buyer will enter into a Lease with SunPower for the System. Failure to enter into the Lease prior to the Close of Escrow shall be deemed to be a default by Buyer.

☐ (b) **Purchase Option.** Buyer elects to purchase the System. Buyer agrees that concurrently with the execution of this Addendum, Buyer shall execute an Option Order Addendum to evidence the purchase of the System and the increase in Purchase Price for the Residence.

☐ (c) **Buyer to Select Option Within Five (5) Business Days Or Buyer Deemed to Select Lease Option.** Buyer has not yet determined whether Buyer will lease or purchase the System. Buyer shall provide notification to Seller of Buyer's election within five (5) business days of Buyer's execution of the Agreement ("Offer"). If Buyer fails to notify Seller of Buyer's election in writing within five (5) business days after Buyer's Offer, Buyer shall be deemed to have agreed to enter into a Lease for the System prior to the Close of Escrow. Failure to enter into the Lease prior to the Close of Escrow shall be deemed a default by Buyer.

By placing Buyer's initials here _____, Buyer acknowledges that, subject to subsection (d) below, Buyer shall be required to enter into a Lease prior to the Close of Escrow if Buyer fails to notify Seller in writing within five (5) business days of Buyer's Offer that Buyer is electing to purchase the System. If Buyer elects to purchase the System, then within two (2) business days of such purchase election, Buyer shall promptly execute an Option Order Addendum to evidence the purchase of the System and the increase in Purchase Price for the Residence.

(d) **Acknowledgment of Lease Qualification Requirements.** In the event Buyer has selected option (a)

above (Lease Option), or in the event Buyer selects a Lease, or agrees to a Lease by failing to provide written notice to Seller of the option to purchase the System pursuant to option (c) above (Buyer to Select Option Within Five (5) business days or Buyer Deemed to Select Lease), Buyer shall provide such information to SunPower as may be necessary to SunPower to qualify Buyer for the Lease. Such information shall be provided to SunPower within two (2) business days of execution of the Offer if the Lease option is selected pursuant to (a) above, or within two (2) business days after the expiration of the five (5) business day period selected pursuant to (c) above if Buyer either selects or is deemed to have selected the Lease. If SunPower advises Buyer that Buyer does not qualify for the Lease option, Buyer shall be obligated to execute an Option Order Addendum to the Agreement to purchase the System within three (3) business days of being advised that Buyer does not qualify for the Lease option. Upon execution of the Option Order Addendum, the Purchase Price for the Property would be increased by such Solar System purchase price. Buyer acknowledges that in order for SunPower to qualify Buyer for the Lease option, SunPower may perform a credit check. Seller makes no representations or warranties as to the effect of the credit check on Buyer's credit score.

11. ACKNOWLEDGMENTS OF BUYER. By signing this Addendum, Buyer additionally acknowledges and agrees that:

11.1 Except as specifically set forth in this Addendum, Buyer is not relying upon any agreements, understandings, inducements, promises, representations or warranties, express or implied (collectively "**Representations**") made by any sales person, employee or agent of Seller regarding the System;

11.2 Buyer has taken whatever steps are necessary to fully understand all the information stated in this Addendum;

11.3 Buyer has considered the possible effect of the matters contained in this Addendum in Buyer's decision to lease or purchase the System;

11.4 Seller, its affiliates, assigns and sales representatives are not acting as an agent of SunPower; and

11.5 All terms of any lease, warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by SunPower. Neither Seller nor any of its affiliates, assigns or Sales Representatives have made Representations or warranties to Buyer of any kind regarding the System, including but not limited to energy savings, tax benefits, cash grants, incentives or rebates.

If any term, condition or provision of this Addendum is declared illegal or invalid for any reason by any arbitrator, referee or court of competent jurisdiction, such portion shall be deemed severed from this Addendum and the remaining terms, conditions and provisions of this Addendum shall remain in full force and effect, as fully as though such severed portion had never been part of this Addendum. Except as modified in this Addendum, all remaining provisions of the Agreement remain unchanged and in full force and effect.

ACKNOWLEDGED AND AGREED:

<u>SHARON L GREEN</u>	<u>3/10/2025</u>	_____
<u>Snaron Green</u>	Date	Date
_____	Date	_____
_____	Date	Date

SELLER:

Mojave, HM
a [California/Delaware] limited liability
company,
by Pacific Communities Builder, Inc.,
Its Manager

By: _____
Authorized Signer Date

Additional Debits

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

THE ESCROW SPECIALISTS, INC. , A CALIFORNIA CORPORATION IS LICENSED AS AN ESCROW AGENT BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA UNDER LICENSE NUMBER 963-0800.

At the close of escrow, The Escrow Specialists, Inc. are hereby authorized and instructed to debit the buyer and credit the seller for the following:

\$10.00 representing the installation of the Electric Meter

\$45.00 representing a Property Disclosure Report Fee

\$45.00 representing a Tax Disclosure Fee

ACKNOWLEDGED AND AGREED:

SHARON A GREEN 3/10/2025 _____ Date _____ Date

Sharon Green _____ Date _____ Date

_____ Date _____ Date

SELLER:

Mojave, HM
a [California/Delaware] limited liability company,
by Pacific Communities Builder, Inc.,
Its Manager

By: _____
Authorized Signer Date

Option Procedure

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

I have received a copy (dated _____) of the options that are being offered.

I am aware that I must make all option selections and pay for them by ()

After this time frame has expired, I am aware that certain options may not be available or will only be available at a higher price or will be selected by the Seller.

Buyer is aware option prices are subject to change.

The option price is not locked in until a deposit is received by the Seller.

I am also aware that a deposit will be required to place an option order. The deposit check is to be made out to **THE ESCROW SPECIALISTS, INC.**

I am aware that the option deposit required will be as followed;

Comfort Package	10% Deposit
Premier Package	15% Deposit
Luxury Package	20% Deposit
All A-La Carte items	50% Deposit

If I [default on my obligation to](#) close escrow on the referenced [Property](#), I am aware my option money deposit(s) [will be](#) non-refundable [as liquidated damages](#).

ACKNOWLEDGED AND AGREED:

SHARON A GREEN 3/10/2025 _____
Sharon Green Date Date

_____ Date _____ Date

Marion Ramirez 3/10/2025 _____
Marion Ramirez Date

Entry Waiver Waiver and Indemnification for Entry

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

The undersigned **Sharon Green** ("Prospective Buyer") will be accessing and viewing certain property owned by **Mojave, HM** and Pacific Communities Builder, Inc., its' Manager, ("OWNER"), which property is located in the City of **Victorville**, County of , State of California, known as "**Pacific Jasper**". In connection therewith, Prospective Buyer acknowledges and agrees as follows:

1. COMPLIANCE WITH RULES.

Prospective Buyer may access Owner's property only upon approval by signing this indemnification agreement.

2. ENTRY AT PROSPECTIVE BUYER'S RISK.

All access to Owner's property shall be at the sole and exclusive risk of Prospective Buyer.

3. OWNER NOT LIABLE FOR DAMAGE OR INJURY.

Owner shall not be liable for any damages of any kind whatsoever to any property belonging to or used by Prospective Buyer or Prospective Buyer's Guests, or for any injury of any kind whatsoever to Prospective Buyer or Prospective Buyer's Guests while entering Owner's property, arising from any cause whatsoever. Prospective Buyer hereby waives all claims and demands relating thereto.

4. PROSPECTIVE BUYER TO INDEMNIFY OWNER.

Prospective Buyer agrees to indemnify, defend with counsel approved by Owner and hold harmless Owner and Owner's division, subsidiaries, and related entities, and all of their employees, officers, directors, shareholders, agents, representatives and professional consultants, and all of their respective successors and assigns (collectively, the "Indemnities") from and against any and all damages, injuries, accidents and other casualties (including death), claims, losses, liabilities, costs and expenses (including attorney's fees), of any kind or character, arising from or in any way related to any entry on Owner's property by Prospective Buyer or by Prospective Buyer's Guests. Prospective Buyer shall reimburse Owner immediately upon demand for all costs incurred by Owner in repairing any damage or alteration done to Owner's property or any other property by Prospective Buyer or Prospective Buyer's Guests in the course of entering Owner's property.

ACKNOWLEDGED AND AGREED:

SHARON A GREEN 3/10/2025
Sharon Green Date

 _____ Date

 _____ Date

Address: _____ Telephone: () -
 (760) 963-7878
 () -

Marion Ramirez 3/10/2025
marion ramirez Date

Flooring Procedure

Community Name:	Pacific Jasper
Lot/Phase/Tract No.:	200 / 04 / 16677
Property Address:	13898 Hidden Pines Ct Victorville, CA
Date of PSA:	03/09/2025
Buyer's Name:	Sharon Green

At the time of your purchase your sales representative will provide the design center with information regarding your purchase as well as your contact information.

In order to ensure a timely closing it is important to go to the design center as soon as possible. Your flooring selection must be completed and deposit paid no later than 45 days prior to your close of escrow.

You will be required to leave a **DEPOSIT** in the form of a **Personal check / Cashiers Check** with the flooring company or your sales office made payable to **The Escrow Specialists, Inc.** once you have made your selections.

I am aware that the Flooring deposit required will be as followed;

10% deposit up to	\$ 5,000
15% deposit \$5,001 to	\$ 10,000
20% deposit \$10,001 to	\$ 15,000
25% deposit \$15,001 to	\$ 20,000
50% deposit above	\$ 20,001

If you would like to look into the possibility of financing your flooring and/or window coverings into your loan your lender will need to know this information for qualifying purposes. You must inform your loan representative immediately.

Below, please list 3 dates and times that work best with your schedule to visit the design center. Your sales representative will notify you with your confirmed date and time.

1. _____
Date _____ Time _____
2. _____
Date _____ Time _____
3. _____
Date _____ Time _____

Should you need to reschedule you must notify your sale representative immediately.

If I default on my obligation to close escrow on the referenced Property, I am aware my flooring money deposit(s) will be non-refundable as liquidated damages.

ACKNOWLEDGED AND AGREED:

SHARON A GREEN 3/10/2025

SHARON GREEN Date

_____ Date _____ Date

Marion Ramirez 3/10/2025

Marion Ramirez Date

Closing without Flooring

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

If you purchase your flooring from an outside Design Center, the flooring cannot be installed until after the close of escrow.

There will be no compensation or credit provided to Buyer by Seller if Buyer selects outside flooring.

If you are obtaining a Government Loan (VA or FHA), the flooring must be installed prior to the close of escrow. No outside flooring will be allowed.

Please be aware that your lender may require additional funds to be placed in escrow.

You will have a walk through on your home prior to the closing date with no flooring installed. Pacific Communities Builder, Inc. will schedule a cleaning of your home prior to the walk through date however will not be responsible for another clean after you flooring is installed. Your outside flooring company will be responsible to prepare the bare floors and for any damage that is caused to your home by the outside flooring company

Your toilets may be removed to install the floor coverings. If you want the included warranty on your toilets, Pacific Communities Builder, Inc. will instruct our plumber to come back to your home to install them. You will be charged \$65.00 per toilet at the close of escrow for this service.

ACKNOWLEDGED AND AGREED:

<u>SHARON A GREEN</u>	<u>3/10/2025</u>	_____	Date
<u>Sharon Green</u>	Date	_____	Date
_____	Date	_____	Date
<u>Marion Ramirez</u>	<u>3/10/2025</u>	_____	Date
<u>Marion Ramirez</u>	Date	_____	Date

NEW CONSTRUCTION DISCLOSURE STATEMENT

Property Address: 13898 Hidden Pines Ct Victorville, CA (“Property”)

Community: Pacific Jasper (“Project”)

We want you to be a totally satisfied customer. An important part of your satisfaction is knowing as much as possible about your new home and community. Please read this Disclosure Statement carefully before you sign it. This Disclosure Statement is not intended to be all-inclusive, and we urge you to diligently perform your own investigation of the Property, the Project and the surrounding community. Seller also strongly recommends that Buyer visit the Project and the general vicinity surrounding the Project on at least several occasions, on different days, and at different times, to become familiarized with any conditions that might affect Buyer’s decision to purchase a new home. Because Seller cannot predict every circumstance which may be material to Buyer, it is imperative that Buyer investigate all matters of concern, to ensure that Buyer is satisfied with the decision to purchase.

VISITING THE PROJECT DURING CONSTRUCTION

Seller strongly recommends that its sales representative accompany Buyer on all visits to the Property during construction. Seller further requests that such visits be limited to non-construction hours during sales office hours (generally 4-6 PM on weekdays and on weekends). By signing this Disclosure Statement, Buyer acknowledges that Seller has warned Buyer that there is on-going construction activity, which may result hazardous conditions on the Property and elsewhere in and about the Project. Buyer assumes all risk, liability and obligation for any bodily injuries or property damage during any site visit, and Buyer waives and releases any claims against Seller, its employees, agents and contractors for such injuries or damage.

MODELS; PLANS; MARKETING MATERIALS

The model homes and sales office decorating and landscaping have been designed by interior designers and landscape architects and offer many ideas to help personalize your own home. Special effects such as decorator paint colors, wallpaper, special wall textures, window treatments, floor coverings, some mirrors, paneling, wainscoting, some wooden molding, furniture, special porch, driveway and walk treatments, enhanced irrigation, yard drainage devices, planting, fencing, music systems, vacuum systems, built-ins, special smoke detectors and alarm systems are not included. If in doubt, please check with your sales representative.

Any model home, rendering, or brochure shown to Buyer is displayed only for illustration and shall not be deemed an agreement by Seller to deliver the residence in exact accordance therewith. There may be variances in construction from residence to residence, and from the plans and specifications. Seller reserves the right to make any changes or substitutions Seller deems necessary or desirable in the construction, materials, and fixtures contained in the finished Property, provided that Seller obtains any necessary approvals of the appropriate city or county department for such changes or substitutions. Seller shall have the right to make such changes and substitutions without adjustment to the purchase price. Seller is constructing the residence to Seller’s own standards and specifications, including those relating to fit, finish, and quality, which may vary from the model, the approved plans and specifications, brochures, feature lists, renderings or other similar documents. Such plans and specifications, brochures, feature lists, renderings or other similar documents are subject to change without notice.

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OPTIONS; UPGRADES

None of the appurtenances, fixtures, appliances, and furnishings shown in any model is included, except as specifically described in the purchase agreement or in a written option order executed by Seller and Buyer. Optional items, prices and cut-off dates are subject to change without notice. Cancellation of an option will be allowed only at the Seller's discretion and may be subject to a cancellation fee determined by the Seller.

SOLAR ENERGY SYSTEM

California Code of Regulations (CCR), Title 24 imposes energy efficiency standards on the construction of new homes in California. There are a variety of ways a home can meet Title 24 energy efficiency standards. Seller has elected to meet Title 24 energy efficiency standards by installing a photovoltaic solar system ("System") on the residence constructed on the Property. Because the Property has or will have a System installed, Buyer is required to either purchase the System as an upgrade option or to enter into a lease for a System. Buyer will be responsible for the cost to either purchase the System as an upgrade option, or the cost to lease the system as described herein. Prior to entering into an agreement to purchase the Property, Buyer should consider the impacts of this mandatory System requirement on Buyer such as (i) the additional expense to purchase or lease a System; (ii) the fact that some or all of the residences in the Project will have prominently visible Systems mounted on the roofs which can be seen from the street or from Buyer's Property; and (iii) the maintenance and repair expenses if Buyer purchases the System as an upgrade option. If Buyer does not want to purchase or lease a System, Buyer will not be able to purchase the Property.

VARIATIONS IN ELEVATION

There are many elements of each home that vary with elevation (exterior). These may include, but are not limited to, window sizes and locations, room size and configuration, ceiling height and angles, etc. Please do not assume that these elements will be as per the model homes.

EXTERIOR COLORS, ROOF AND VENEER

Exterior colors, roof and veneer material are predetermined by the Seller in order to achieve the desired result of variation and/or continuity. It is Buyer's responsibility to confirm the predetermined exterior scheme for the Property prior to purchase.

REAR AND SIDE YARD ELEVATION

Special treatments on the side and on the rear of houses on designated lots are at the discretion of the Seller and may be required by the Planning Department. It is Buyer's responsibility to confirm whether the Property will be receiving such treatments prior to purchase.

BUILDING INSPECTOR AND DEPARTMENT REQUIREMENTS

During the course of construction, building inspectors may require changes in the plans for the Property. The Building Department has ultimate control over the building process, and it is necessary to satisfy all of their requirements and interpretations in order to obtain final approval and certificate of occupancy. All representations and agreements regarding the Property are made subject to Building Department approval. Buyer agrees that Seller shall have the right to make changes required by the Building Department without adjustment in price or other compensation.

NO CUSTOM CONSTRUCTION CHANGES

Buyer is hereby advised that in order to deliver homes in a timely and efficient manner, the Seller has a policy which prohibits custom changes. California mechanic's lien, liability and workers' compensation laws make it impossible for the Seller to allow Buyer's contractors on the Property prior to the close of escrow. Should any unauthorized work be arranged by the Buyer to occur prior to the close of escrow, it will be

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NEW CONSTRUCTION DISCLOSURE STATEMENT

removed and returned to the Seller's specifications at the Buyer's expense, and the Buyer will be held solely responsible for liability of any sort which results from such work.

SQUARE FOOTAGES QUOTED

The useable or buildable area, location, and configuration of the Property and all improvements located thereon may fluctuate from that shown or displayed to Buyer in any drawings, plans, topographic maps, or models based upon Seller's placement of final improvements, including, without limitation, fencing, walls and slopes which shall be placed and constructed in Seller's sole and absolute discretion. Square footages and dimensions are approximate. The purchase price is not based on square footage. Actual and useable footages and dimensions may be different from the footages and dimensions set forth on the plans and specifications. There are differences in the methods of measurement. Actual field construction may vary. All advertising materials are hereby superseded.

PROPERTY LINES AND DIMENSIONS

Buyer is aware that the dimensions, building setbacks, building footprints, walkway and driveway locations shown on the sales office plot plan are approximate, and the decision to purchase should not be based solely on these dimensions. Buyer has examined the Property and accepts the position of the house, fences, walls and other improvements on or adjacent to the Property in their AS-IS, WHERE-IS condition. The exact location of individual houses, driveways, fences, walls and other improvements, top-of-slope lot boundaries and bottom of slope lot boundaries may vary from that depicted on the brochure and plot plan due to field changes, and Seller reserves the right to change locations to adjust to actual field conditions. The grading of the Project may result in the boundary lines for the Property not being located at either the top or the bottom of slopes. The final map determines the boundary lines for the Property, not grading or topography. In addition, Buyer acknowledges that fences and walls may not be constructed exactly on the boundary lines for the Property, and Buyer agrees to execute and deliver, without compensation, any minor property line adjustments or easements that Seller deems necessary to accommodate minor encroachments. Buyer should consult with a registered civil engineer about any questions regarding boundaries.

SCHOOL INFORMATION

Seller has not made any written or oral statement, representation or warranty with respect to the Property or the Project that is not specifically set forth in the Agreement, including, but not limited the availability of any school or school facilities for the Project.

UTILITIES

Buyer is responsible for requesting installation of utility meters and for obtaining service for telephone, electricity, gas, water, cable television and garbage service, as applicable, prior to the Close Of Escrow. As of Close Of Escrow, all utilities under Seller's name will be terminated.

CELL PHONE RECEPTION

Seller has no control over the quality of cell phone reception, if any, in the vicinity of the Project or in Buyer's home.

PROPERTY TAXES

Buyer is advised that it is impossible for the Seller to accurately predict exactly what the property taxes will be for new properties. The county has never taxed this newly subdivided and improved Property before, and property tax rules are constantly subject to new interpretation by the various individuals responsible for assessing property taxes. Seller will endeavor to discover any taxes that may apply to this Property and will advise the Buyer of any taxes of which Seller becomes aware. However, Seller will assume no responsibility for the total property taxes that the Buyer will ultimately pay. Any representations about

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property taxes including but not limited to rates quoted in the sales office on printed materials, in the various disclosures or by any representative of the Seller are only estimates and are not a condition of sale nor are they to be solely relied upon when entering into an agreement to purchase this Property. Buyer is encouraged to contact the County Assessor's Office prior to purchase for further information concerning property taxes applicable to the Property. The Seller will assume no liability for any property taxes levied against the Property after the close of escrow, including without limitation, the supplemental tax bill discussed below.

SUPPLEMENTAL TAX BILL

Buyer is hereby notified that the Property will be reassessed upon change of ownership. A supplemental tax bill will be received by Buyer which may reflect an increase in taxes based on the Property's value at time of closing. This supplemental tax bill covers the period of time from transfer of ownership until the next tax year. Buyer should be prepared to pay this bill upon receipt. Lenders' impound accounts usually will not make payment on a supplemental tax bill.

SPECIAL TAXES AND ASSESSMENTS

Buyer should be aware that there will be certain additional special taxes and assessments that will appear on the tax bills for the Property. These special taxes and assessments are a matter of public record and are addressed at length in other disclosures that the Buyer will receive and should read carefully prior to entering into an agreement to purchase the Property.

HOMEOWNER'S EXEMPTION

Buyers wishing to take advantage of the homeowner's exemption on their property taxes must apply for such exemption with the County Assessor's Office after close of escrow.

EASEMENTS

Buyer is hereby informed that recorded easements for utilities, storm drainage, sanitary sewers, rights of way, landscape and other purposes are shown on the preliminary title report and the recorded subdivision map for the Project. Seller strongly recommends that Buyer review the recorded subdivision map and the preliminary title report that Buyer will receive in Escrow for information on easements and other matters of record and contact the agency holding the easement for specific information regarding improvements to the easement area. Seller's sales representatives have no authority to explain or interpret the preliminary title report or to advise prospective purchasers regarding its content. It is the Buyer's responsibility to investigate and determine what easements may be located on the Property. Such easements may include, but are not limited to, storm drains, gas, sewer, power lines, fire access, landscape maintenance access, equestrian trails, irrigation and the following:

- A. Above and below ground electrical transformers will be installed by the power company in the front yards of some of the lots within the Project. The transformers will be located to facilitate the power company's needs to provide service to your entire neighborhood and meet Building Department requirements. These locations cannot be moved, and the location shown on the plans is only approximate.
- B. Cable television, telephone and other utility companies may also place service boxes, power lines, and related facilities within the utility easement on any lot. The number of these lines and facilities may be added to or changed at any time at the easement holder's discretion.
- C. Streetlights, fire hydrants, blow-offs, catch basins, man-holes and other above-ground structures constructed in the right-of-way.

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- D. The city, county, and some utility companies hold easements, irrevocably offered for dedication creating a non-buildable area within a portion of each property which includes several feet in from the front curb and/or side property line. These easements specifically prohibit buildings, planter boxes, earth fills or other structures, including certain walls and fences. The easement holder's rights include, but are not limited to, the right to construct, use, maintain, operate, repair, and replace wires, cables, conduits, vaults, manholes, hand-holes, above-ground enclosures, sidewalks, etc. These easements are a matter of public record and available for inspection by those concerned with their terms.
- E. Landscaping and other improvements in the right-of-way may require that the Buyer obtain an encroachment permit from the Building Department. Items installed in the right-of-way without an encroachment permit may be removed at the owner's expense.

In addition, Seller retains the right to obtain and record future easements for any existing structures, pipes, drains, landscaping, accessways, fences, etc., that may occur on your Property and affect the title to your Property. Such future easements shall not materially or substantially alter the continued use of the Property. Buyer agrees to provide, without compensation, his/her notarized signature for the purpose of obtaining and recording these easements after close of escrow, if requested by Seller.

Facilities within any easement area are subject to changes and/or additions at any time before or after the close of escrow. Seller assumes no responsibility for the location, quantity or quality of any facility within the easement areas, now or in the future. Utility companies and any other easement holder may have the right to make any changes and/or additions to the facilities within the easement areas they deem necessary at any time without compensation to the Buyer.

CONSTRUCTION AND SALES ACTIVITY

Buyer acknowledges and understands that due to the phased development and completion schedules, Buyer's use and enjoyment of the Property may be adversely affected by the increased noise, dust and traffic associated with construction activity and the operation of a sales office in the Project, until such time that the sale and construction of the entire Project has been completed. In addition, utilities servicing the Property may be temporarily interrupted and/or adversely affected during the build-out of the Project.

ROAD PAVING

As currently planned, some of the streets in the Project will not be fully paved until grading and building operations are completed (although Seller may elect to pave those streets at any time without notice). Further, these streets may be paved in stages or may be partially paved in such a fashion that the "final lift" or finish paving may be applied at a later date to be determined by Seller. This means that "manhole" covers, curbs and gutters may be higher or lower than the road surface, resulting in a sharp bump when crossed by vehicles, bicycles, and the like.

COMPLETION SCHEDULES; PROJECTED MOVE-IN DATES AND CONSTRUCTION SEQUENCE

Buyer understands that all dates quoted by any representative of the Seller are only estimated dates. These dates are not meant to be a commitment to the Buyer for a move-in date. Your actual moving date should be scheduled to take place at your convenience after your escrow closes. Moving date plans made prior to close of escrow are constantly subject to change. THE SELLER WILL ASSUME NO RESPONSIBILITY WHATSOEVER FOR INCONVENIENCES OR COSTS INCURRED BY BUYER DUE TO MOVING PLANS MADE BY BUYER PRIOR TO ESCROW CLOSING.

Buyer further understands that the Seller may elect to release homes for sale or reservation in an order that may not coincide with the order or sequence of construction. Homes may be offered from a combination

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of schedules or phases for any reason including, without limitation, the Seller's desire to meet demand for homes with varying locations, orientation and pricing. Sales release dates may have no correlation to completion dates. Please ask your sales representative for details regarding the projected completion date for the home you have chosen and keep in mind this is only an estimate and no promises will be made regarding move-in dates.

USE OF ADJACENT PROPERTY AND OTHER UNDEVELOPED PROPERTY

The property adjacent to this Project, as well as all of the remaining land within the city and the county, has been zoned for various purposes. Such property is either currently being used or, in the future, may be used for a residential, commercial or industrial development or other purpose. The actual use of the property adjacent to this Project, as well as the remaining land within the city and county may have a material impact upon your Property. You should also be aware that current zoning and current development plans, if any, are subject to change. If you are interested in obtaining further information regarding the development or use of the property adjacent to your Property, or any other land within this area, you should investigate the matter through the appropriate departments of the county and city.

Seller has no control over the future development of properties owned by others. Seller makes no representation nor takes responsibility for any activity or condition that takes place or arises on any area outside of the Project. Seller strongly recommends that prospective homebuyers drive and walk around or otherwise inspect the Project and the surrounding area to familiarize themselves with local conditions such as traffic, noise, prospective future development and other factors entering into an agreement to purchase the Property.

LOT PREMIUMS AND VIEWS

Lot premiums are assigned by Seller and are based on lot location and not for any pre-existent views, growth or vegetation. Seller makes no representation as to the preservation of existing or future views from the Property or within the Project. Views are not intended as part of the value of the Property and are not guaranteed. Future development and/or growth of trees or vegetation may affect any view from the Property or within the Project. No sales representative, employee or agent has the authority to make any representations that contradict the foregoing statements, and Buyer acknowledges that he/she has not relied on any such representations. It is the Buyer's responsibility to evaluate the location of the Property within the Project and determine the acceptability of the assigned lot premium.

TREES AND OTHER VEGETATION

Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage located within the Project or within any open space area surrounding the Project. Seller is not responsible for any immediate or long-term damage to such trees, shrubs, ground cover or other foliage caused by construction activity.

CHANGES BY SELLER

By executing this Disclosure Statement, Buyer acknowledges (i) Seller's right to establish prices for the sale of properties in the Project (or any other projects developed by Seller) without regard for the price to be paid by Buyer for the Property; (ii) Seller's right to offer price reductions, financing incentives, decorator allowances, additional features, and other incentives (collectively, "**Incentives**") to future purchasers of properties in the Project (or any other project developed, constructed or sold by Seller) without any obligation to offer comparable Incentives to Buyer; (iii) Seller's right to reduce or increase the size of homes to be constructed by Seller in the Project, to change the materials, plans or specifications of such future homes in the Project, and to reduce or increase the size of lots in the Project at its sole discretion; and (iv) that Incentives distributed by Seller at various times as part of mass marketing campaigns must be presented at the time of signing the purchase contract or they are invalid and will not be honored. Buyer acknowledges that he/she has negotiated the sales price for the Property and is fully satisfied with such

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price and any Incentives received. All prices, terms, upgrades, Incentives and other concessions, whether for the current phase or any proposed existing or subsequent phase, are subject to change without notice at the sole discretion of Seller. Buyer agrees not to oppose any action taken by Seller before the city, county or any other applicable agency to reduce or increase the size of homes to be constructed in the Project or to change the materials, plans or specifications of homes in the Project. Due to the inability to predict future market conditions with accuracy, Seller makes no representation or warranty to Buyer that the Project will be built as currently planned, or pursuant to any particular build out schedule. Topographical maps in sales office, lot plotting maps, maps offered or other forms showing “complete” community projections do not in any way constitute Seller’s promise to complete the Project or, if completed, to complete the Project as shown. Seller makes no representation or warranty that it will construct or be the builder of all homes in the Project.

LEASING AND BULK SALES

Buyer understands that Seller reserves the right, in Seller’s sole discretion, to lease unsold homes in the Project and to sell residences, lots, or units in bulk to investors or other builders or by auction (with or without reserve) to members of the general public under terms and conditions that are more favorable than those offered to Buyer.

ADJUSTMENTS

A home is a very unique product. Engineered with over 3,000 component parts, many of them natural materials, all homes are subject to changes in the first several months as materials dry out and naturally settle. Such settlement occurs in virtually all wood framed construction. During this process, natural phenomena such as small hairline cracks, lumber shrinkage, joint separations and slight re-alignments of moldings, trims and door jams may appear in your home. In addition, various operating components of your home may also require fine tuning or adjustment after initial move-in. These are normal homeowner maintenance items and will not be addressed as quality or customer service issues.

EXTERIOR STUCCO

Buyer is aware that it is impossible to avoid a certain amount of cracking in stucco. Hairline cracks in stucco and concrete are expected due to normal drying shrinkage, settlement, wood shrinkage, earthquakes, wind, hot and cold weather, and vibrations. Such cracking is beyond the builder’s control, does not constitute a defect, and will not be addressed as a quality or customer service issue. Buyer acknowledges that, if repairs are made to stucco cracks, a perfect match of colors and textures is not possible.

RED CURBS

There may be red curbs and no parking signs along many curbs within and adjacent to the Project. Buyer should consider the parking limitations prior to purchase.

IRRIGATION AND LANDSCAPE MAINTENANCE

Homeowners are responsible for irrigating and maintaining landscaping within their individual lot boundaries. Sprinklers should be adjusted to provide maximum uniform coverage with a minimum of water usage and overlap. Sprinklers should not spray water onto wood, stucco or any structural surface. Repeated watering will penetrate wood, stucco and most building materials, and will eventually cause severe damage. Over-watering with wasteful run-off and ground saturation must be avoided. Homeowners should consider the cost of water and landscape maintenance prior to purchase. Buyer understands that failure to adequately landscape the Property may result in erosion and resulting changes in the drainage of the Property.

DROUGHT; WATER RATIONING

The State of California is currently faced with severe drought conditions. Statewide supplies of water storage are seriously depleted, and the State of California has enacted some form of voluntary or mandatory

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cut-backs in usage of water. Such cut-backs frequently involve restrictions on the use of water for irrigating lawns and landscaping. Given these cut-backs regarding the usage of water for landscape-related purposes, there is no guarantee that the level of maintenance of the landscaped improvements located within the Project, including those portions maintained by the HOA, will be the same as when you purchased your home.

SLOPE MAINTENANCE

Homeowners are responsible for maintaining all slopes within their individual lot boundaries. Slope maintenance includes, but is not limited to, repair of sprinklers, irrigation lines and drainage facilities, periodic watering, weed abatement, replacement of dead or decaying plant materials, and rodent control. Ongoing maintenance is necessary to protect slope stability.

GRADING; DRAINAGE

The Property has been graded to adequately accommodate anticipated drainage of surface water, according to the drainage specifications established by the appropriate governmental agency. Area drains, catch basins, berms, channels, swales, and/or other drainage facilities may be located on the Property. Buyer is responsible for maintaining the existing grade and all such drainage facilities. If Buyer installs or changes landscaping, patios, walkways, driveways, planters, pools, spas, decks or other improvements or otherwise realigns or interferes with the existing grade or drainage facilities, Buyer may cause blockage in the drainage system and flooding, subsidence of supporting soil, or other damage to the Property and/or nearby properties. Buyer shall be solely responsible for any such blockage in drainage, flooding, subsidence or damage resulting from any changes to the grade. Accordingly, Buyer is strongly advised to employ the services of a licensed landscape architect and civil engineer when installing and/or changing landscaping, patios, walkways, driveways, planters, pools, spas, decks or other improvements or otherwise realigning or interfering with the existing grade or interfering with such drainage facilities. Buyer is further advised not to make any changes to the grade or the lot without the prior written consent of the Architectural Committee established for the Project, if any. Buyer understands that failure to adequately landscape the Property may result in erosion and resulting changes in the drainage of the Project.

SOIL CONDITIONS

Soils and geotechnical conditions vary throughout California, and soils are often expansive or composed of large amounts of rock and may react in differing manners to various structural loads. Seller makes no representation or warranty as to the adequacy of the soil conditions on the Property for improvements other than those constructed by Seller. Buyer is advised to engage the services of a qualified contractor and geotechnical engineer for the installation of any improvements (including, without limitation, patios, walkways, driveways, planters, pools, spas, and decks) to ensure appropriate design and construction methods, including proper drainage and stabilization measures. Due to differing geologic conditions, design methods may vary from location to location.

CUT SOIL; ROCK

Some of the lots in the Project may be of natural cut soil. Some lots, including, without limitation, cut lots, may contain rock, which will make it difficult to excavate for an in-ground swimming pool or other improvements. Seller makes no warranty or assurance with reference to the Property being able to accept a pool, spa or other improvements. A copy of the soils report and the grading plans are available for viewing at the Building Department or in the sales office upon request. Seller's sales representatives are not qualified to interpret this information. If you have any questions or concerns, you should consult a soils engineer or other professional of your choice prior to purchase.

FILL SOIL

Some of the lots in the Project may contain fill soil. A copy of the soils report and the grading plans are available for viewing at the Building Department or in the sales office upon request. Seller's sales

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representatives are not qualified to interpret this information. If you have any questions or concerns, you should consult a soils engineer or other professional of your choice prior to purchase.

EXPANSIVE SOILS

The Project, like most of Southern California, may have soil types known to be expansive in nature. When expansive soils become wet, they may cause damage by lifting or cracking improvements, including without limitation patios, walkways, driveways, planters, pools, spas, and decks. Extreme saturation may also weaken these soils. Home foundations and slabs constructed by the Seller have been designed to help accommodate soils conditions in the Project. Buyer is urged to engage the services of a qualified contractor and geotechnical engineer for the installation of any improvements (including, without limitation, patios, walkways, driveways, planters, pools, spas, and decks) to ensure appropriate design and construction methods, including proper drainage and stabilization measures.

SOIL AMENDMENTS; MOISTURE PERCOLATION

The lot surface soils within the Project may be of a quality that is not readily conducive to landscaping, may be resistant to moisture percolation, and may require amendment and fertilization to fully sustain and nourish landscaping. Further, graded and compacted lots tend to have characteristics that result in a hard surface and make planting difficult. Buyer is advised to employ the services of a professional when planning and installing Buyer's landscaping, irrigation and drainage system to properly address the soils condition of the Property and the surrounding area. Imported topsoil should be considered, or alternatively, reclamation of the soil using special soil amendments, conditioners and/or fertilizers.

NATIONAL POLLUTION DISCHARGE ELIMINATION

The Project is subject to a National Pollution Discharge Elimination System ("NPDES") permit, under the 1972 Clean Water Act, which is regulated by the Environmental Protection Agency. Homeowners are responsible for complying with the requirements of this permit by eliminating discharged pollutants from their respective lots into public streets, storm drains, natural creeks, etc. Pollutants include, but not limited to, paints, adhesives, solvents, asphalt, roofing material, oil, grease, cleared vegetation, soil sediment, concrete fines or washout. Homeowners must treat all pollutants within their respective lot and discard them in a proper manner. Buyer acknowledges that the Clean Water Act imposes substantial civil and criminal penalties for non-compliance. Buyer agrees to indemnify, protect, defend and hold harmless Seller against all liability, damage, costs and expense (including reasonable attorney's fees) incurred as a result of Buyer's failure to comply NPDES permit requirements.

A/C DISCLAIMER

The various sizes of the air-conditioner units depend on the size, exposure and other variables of each house, which are analyzed according to Title 24 guidelines. On extremely warm days your inside room temperature may be warmer than your thermostat selection. This is due to design restrictions imposed by Title 24, not to any design or installation defect. Buyer acknowledges and agrees that the air conditioning system installed in the Property is not required to, nor capable of, reducing the temperature of the Property's interior living space by more than 20 degrees Fahrenheit compared to the outside air temperature. Experts recommend setting your thermostat to 78 degrees Fahrenheit in the summer. You can help the air conditioning system do its job by closing drapes, running ceiling fans (counterclockwise) and other fans to circulate air, and not running heat producing appliances during the heat of the day. The air conditioning units used in the models may be oversized due to sales office traffic, and the location of the FAU and the A/C compressor may vary from that shown in the model homes. Check with your sales representative for the exact location for your home. It is Buyer's responsibility to confirm the location of the FAU and the A/C compressor for the Property prior to purchase.

NATURAL MATERIALS

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Some of the materials found in model homes are natural products, such as stone, granite and wood. The appearance of these natural materials (for example, color, grain, veining, spotting, holes, cloudiness, texture, filler, sheen and cracking) may vary from the model sample and is not warranted by Seller.

TILE AND GROUT

Certain tiles have a color variance from tile to tile and the consistency of color in tiles is not warranted by Seller. Colored tile grout may be used as a decorator feature on certain tile areas and the color shade may vary on a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature, including, but not limited to, sun, temperature, food or chemical reactions, may combine with the aging process to change the color of grout in varying degrees from time to time. In the event that repairs or replacement of tile or grout are required in the future, it may be impossible to match the original color of the tile or tile grout. The use of colored grout may result in discoloration, flecking and/or cracked appearance of the ceramic tile in the areas where colored grout is used.

PAINT DISCOLORATION

Your new home has been professionally painted. Certain portions of your home, such as paint-grade cabinets, casework, moldings and interior doors, may be painted with oil-based enamel paint. Yellowing is inherent with oil-based enamel paints. Additionally, if your home has whitewashed stain-grade cabinets or white oil-based enamel paint-grade cabinets, yellowing will occur.

VARYING WOOD STAIN

Many of the cabinets, banisters and other surfaces in your new home have been stained or painted. Because of the nature of the different pieces of lumber used in your home, the end result color and finish of these wooden surfaces may vary considerably. Buyer must understand that this is the nature of the product and accept the variations that result. Variations in color of stained wooden surfaces will not be addressed as a quality or customer service issue.

WOOD STAIN YELLOWING

Sunlight causes certain wood stains to yellow with time. This is a natural and expected occurrence that will cause variation in the color of finished areas depending upon sunlight exposure. This is not a defect and will not be addressed as a quality or customer service issue.

FINISHED SURFACES

Exposure to sunlight and other elements will cause finished surfaces to fade, yellow or deteriorate. This is a normal homeowner maintenance item and will not be addressed as a quality or customer service issue.

EXTERIOR WOOD DOORS

Because wood is a natural product, it is subject to deterioration caused by many environmental factors, including direct sunlight, wind, and rain. In order to maintain the appearance and function of any exterior wood doors installed in your home, it will be necessary to frequently caulk and repaint or refinish them. It is important that this is done using quality materials; as once deterioration has begun, it is very difficult to reverse. This is a normal homeowner maintenance item and will not be addressed as a quality or customer service issue.

WHITE SATIN IVORY CABINETS

White satin ivory cabinets may be offered in your new home and are known to vary slightly in tint or color due to varying conditions at time of finish application. White cabinets accentuate every slight imperfection such as dings, scratches, abrasions, etc., which would ordinarily not be nearly so visible in stained cabinets. It is not practical nor is it the builder's intention to deliver a home with zero imperfections in white cabinets. Seller will assume no customer service responsibility for repair of any dings, scratches, abrasions or

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imperfections in the finish of white cabinets not specifically noted and agreed to be repaired in writing prior to the close of escrow.

WATERBEDS

Your home has not been designed to support waterbeds or other personal property items of similar weight. Placement of such property above the ground floor level may exceed the design live load, which could cause serious safety hazards. Seller shall not be responsible for any damage or injury caused by such items.

LANDSCAPING

All lots in the Project come with standard front yard landscaping. Rear yard landscaping will NOT be provided with your home. Buyer has reviewed a landscaping plan and is aware of the landscaping being installed on the Property.

BACK-FLOW PREVENTERS & DUAL WASTE SYSTEMS

Certain properties designated by the civil engineer have waste line back-flow preventers and dual waste systems. It is Buyer's responsibility to confirm the location of waste line back-flow preventers and dual waste systems on the Property prior to purchase.

SEWER OR WATER BOOSTER PUMPS

Sewer or water booster pumps may be located within the utility easement area on certain properties to assure sufficient pressure for functioning of the systems. These pumps make a low level humming sound of which Buyers should be aware.

FENCING AND WALLS

Fences and walls within the Project will vary from residence to residence depending on various factors. The location of any fences and walls to be installed in connection with the Property may vary from the exhibits and drawings. Seller may change or alter its plans for fences and walls and/or substitute materials used in connection with such fences and walls, without notice to Buyer, provided that such changes or substitutions are acceptable to any governmental agencies having jurisdiction over the Project. It is Buyer's responsibility to maintain Buyer's side of the fence or wall. Repair and replacement of fences and walls between lots is normally the joint responsibility of the owners of such lots, unless one owner's actions have created the need for such repair and replacement, in which case that owner shall be responsible. Seller does not represent or warrant that walls or fences constructed by the Seller or others will meet city and/or county standards for pool safety. If you are contemplating a pool or spa, you should contact the Building Department to determine their requirements for pool or spa enclosures. Some additional fencing may be required.

TUBULAR STEEL FENCING AND RAILS

Certain areas in the Project may include tubular steel fences. Due to the nature of steel, these fences and rails will suffer deterioration over time depending on a number of variables including weather, sprinklers, overgrowth of landscaping and fence maintenance schedules. Buyer should anticipate the future expense of steel fence maintenance including rust removal, repainting and eventual replacement. This is a normal homeowner maintenance item and will not be addressed as a quality or customer service issue.

BRICK OR STONE VENEER MATERIAL

Veneer used in this Project will vary widely in color, texture, shape and size. Veneer comes from a variety of sources, and Seller cannot guarantee consistency. Seller does not represent that your veneer will look like any other in this Project. Veneer may contain chips, cracks, paint, mortar, deformities and other irregularities.

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MAILBOXES

The location of mailboxes and above-ground utility structures are determined by governmental agencies or utility companies, or both. Buyer may not change the type of mailbox being used or the location. Seller reserves the right to modify such locations as may be dictated by field conditions without prior notice. Homebuyers should check the plans in the sales office for the location of the mailbox assigned to their home. Mailboxes will be maintained by the individual homeowners.

TINTING DUAL-GLAZED WINDOWS

Certain windows in your home are dual-glazed. Tinting of dual-glazed windows will void the warranty from the manufacturer of the windows. Tinting dual-glazed windows is very likely to cause the windows to crack or the seals to break, which may cause moisture to be trapped between the sheets of glass and result in fogged windows. The Seller may have tinted certain windows in the model homes; however, this does not imply the manufacturer or the Seller will repair or replace damaged tinted windows in the model homes after they are sold or in any other home with tinted windows. Cracks, breakage and fogging are unavoidable risks inherent to the tinting of dual-glazed windows and will not be addressed as a quality or customer service issue. If you tint your windows, check with the tint manufacturer regarding their willingness to warrant against such risks.

FLOOR NOISES

Due to temperature variations plus normal expansion and contraction due to seasoning of the lumber in your home, the second and third-story floors (if any) may at some time develop small squeaking and/or noisy areas. This is beyond the Seller's control and does not constitute a defect. Seller does not guarantee or warrant that the floors in your home will be completely free from noises or squeaks.

POLYSTYRENE (FOAM) PLANTONS

Certain embellishments in the stucco exterior of your home surrounding columns, windows, etc., are created with the use of foam plantons. These plantons are subject to damage should they be struck by sharp or hard objects. Care should be taken not to damage these plantons; as such damage will not be addressed as a quality or customer service issue.

NON-LIVING AREAS

The following areas of the Property are not insulated or adequately waterproofed to make such areas suitable for use as habitable living areas: (a) garage; (b) porch, if applicable; and (c) patio, if applicable.

DRIVEWAYS AND GARAGES

Buyers are advised that the shapes and dimensions of driveways and garages throughout the Project are not standardized. Due to shape, size, configuration and location of lots, driveways and garages, not all garages will accommodate all vehicles, especially full size models and sport utility models. Production garages may be narrower than model garage dimensions, and driveway layouts may require back and forth maneuvering. Buyers must make their own investigation prior to purchase to determine if the garage and driveway will accommodate their needs.

ELECTRICAL OUTLET(S) IN GARAGE

The electrical outlets in the garage include ground fault interrupters. Such electrical outlets may be used for small tools and appliances; however, they should not be used for refrigerators or freezers or other large appliances. Since these outlets have a low tolerance for overload and large appliances use a greater amount of electrical current, this will cause the ground fault interrupter to turn off the electrical current.

STEP-DOWN GARAGES

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Certain homes may have a step down from the living area to the garage. Buyer is solely responsible for making his or her own investigation prior to purchase.

CONSUMER PRODUCTS WARRANTIES

Seller’s Limited One-Year Warranty does not apply to defects in appliances, equipment and other items that are consumer products or goods under the Magnuson-Moss Warranty Act (U.S.C. §§ 2301-2312 or any successor statute thereto) or manufactured items covered by separate manufacturers' warranties. Buyer agrees to look solely to the manufacturers and not the Seller with respect to warranties on such consumer products, including, but not limited to, the following (as applicable): furnace; air-conditioner; exhaust fan; thermostat; smoke detector; door chime; electric meter; water meter; gas meter; garbage disposal; water heater; dishwasher; range; oven; oven hood; and microwave oven.

220 DRYER OUTLET

Because of the substantially-reduced number of new homebuyers who wish to use an electric dryer, the Seller has elected to delete the previously common 220 outlet in the dryer space. Our surveys show that the vast majority of our new homebuyers will use a gas dryer due to the significant energy and cost savings. Those wishing to have an optional 220 outlet in their dryer space must order it prior to the electrical construction cut-off date or have their own electrician add one after close of escrow.

WATER SAVER TOILETS

Due to building code changes, our homes will be built with the new low flow water saver toilets. These toilets are shown in the model homes. Low flow toilets may require double flushing when flushing solid material. This is per design and building code requirements and will not be addressed as a quality or customer service issue.

INSURANCE

Your lender will require you to obtain homeowners insurance for your home. You are responsible for obtaining this insurance. You should investigate the availability and cost of obtaining homeowners insurance for the Property prior to purchase.

FIRE HAZARD AREA

The Project may be located within a fire hazard area due to its proximity to open brush and hillsides. In order to retain some of the natural beauty of the area, some surrounding property has been left in natural condition. Buyer should consult their homeowner's fire insurance agent to see if this Property is subject to special insurance requirements. It may be necessary to satisfy certain fire zone requirements when considering future improvements to the Property.

WILD ANIMALS

Coyotes, mountain lions, rodents, rattlesnakes, skunks and other potentially dangerous animals/reptiles/and vermin may inhabit on-site and contiguous properties. Buyer is hereby advised of the potential danger and inconvenience connected with the existence of such animals in close proximity to the Project. Buyer is strongly advised to take appropriate precautions, including securing food and trash located outside the home in order to avoid attracting such animals and keeping children and pets from straying outside the Property.

EARTHQUAKE POTENTIAL

Buyer is aware that the Project is in Southern California, which is prone to earthquakes. Buyer is responsible to conduct Buyer’s own investigation regarding the potential for earthquakes. Buyer may wish to obtain earthquake insurance, or Buyer’s lender may require earthquake insurance. Buyer is aware that Seller is not certain whether earthquake insurance is or will be available at reasonable cost or at all.

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AIRCRAFT OVERFLIGHT

The Project will be subject to aircraft overflight to and from the many various public, private, and military airports throughout Southern California. Buyer should consider the impact of aircraft overflight prior to purchasing.

NOISE

The Project is in an urban area where noise is generated from private vehicles, public transportation vehicles, and other occurrences customary in an urban settling. Buyer should investigate the noise levels in and around the Project to determine whether acoustics and noise levels in and around Buyer's home and the Project are acceptable to Buyer. Seller does not in any manner guarantee or warrant that the home will be soundproof or insulated to any particular degree from noise or sound emanating from within or without the home or the Project, including noise or sound emanating from adjacent streets, other lots within the Project, heating, ventilation, air conditioning systems, plumbing, traffic, railroad operations, commercial/industrial operations, etc. Buyer is solely responsible for making his or her own investigation prior to purchase.

HIGH TENSION WIRES

High tension electrical wires are present on or adjacent to the Project. Scientific studies are not in agreement whether there is some level of health risk associated with electromagnetic fields (EMF's) surrounding the wires. Further information on this subject currently is available from:

- (a) the World Health Organization's International EMF Project website at http://www.who.int/topics/electromagnetic_fields/en/;
- (b) Southern California Edison website at <https://www.sce.com/wps/portal/home/safety/family/environmental-health>;
- (c) the U.S. National Institute of Environmental Health Sciences website at <http://www.niehs.nih.gov/health/topics/agents/emf/>;
- (d) Electric and Magnetic Fields Program, at <http://www.ehib.org/emf/>; and
- (e) Pacific Gas & Electric Company website at <http://www.pge.com/mybusiness/edusafety/systemworks/electric/emf/>.

This list is not meant to be all inclusive. Seller makes no representation concerning the absence of risk. Buyer acknowledges this potential risk and agrees to assume and accept it.

PROPOSITION 65

Buyer acknowledges having read Seller's posted warning signs at the sales office concerning exposure to chemicals within and about the Project and the Property that are known to cause cancer, birth defects or other reproductive harm.

ENVIRONMENTAL CONDITIONS

Buyer and other inhabitants of the Property now or in the future may be exposed to various environmental conditions in or about the Property, including but not limited to, radon gas, electromagnetic fields from power lines and appliances, and the possibility of air, water and soil pollution. Seller does not claim any expertise concerning such conditions. Seller makes no representations or warranties, express or implied, about the existing or future environmental conditions in the Project or the areas surrounding or in the vicinity of the Project, including possible present or future existence of radon gas, electromagnetic fields from power lines and appliances, or pollution of the air, water or soil from any source. Seller expressly disclaims any liability for any type of damages, whether direct, indirect or consequential, which the Property or the inhabitants of the Property may suffer because of any existing or future environmental conditions.

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NEW CONSTRUCTION DISCLOSURE STATEMENT

LUMBER MOLD

As with most homes in the western United States, the structural members of the home you are purchasing are constructed in large part of wood. Often the raw wood, when delivered to the job site, has on its surface black or green-black patches which are commonly known as “lumber mold.” Generally, lumber mold consists of one or both of the following types: (a) *Ceratocystis/Ophiostoma* group; and (b) *Gonatobotryum* species. Seller is not aware of any credible information which indicates that either of these types of mold infect humans or animals, or that such molds cause any structural damage to the wood itself. In 2001, the state of California passed into law the *Toxic Mold Protection Act of 2001*. This law charges the California Department of Health Services to convene a task force to undertake a feasibility study of establishing permissible exposure limits to mold in indoor environments. The work of the task force is ongoing and no permissible exposure limits have been established. The *Toxic Mold Protection Act of 2001* specifically listed certain types of mold. Although this list is not exclusive, it **does not include** the well-known “lumber molds” of the *Ceratocystis/Ophiostoma* group or the *Gonatobotryum* species. Seller hereby discloses that the lumber contained within your home may contain the lumber mold. Since these materials have no known effect on either the structural integrity of the wood or on the health of humans or animals, Seller will not be removing or otherwise remediating this condition.

UNDESIRED GASES AND OTHER CONTAMINATES

The aging process of the soil and other elements in nature, as well as building materials developed by man, many times create unwanted and undesired gases and other contaminants in homes, both new and used. Also, since energy conservation has become a concern, the energy standards of the State of California Uniform Building Code have created tighter homes that trap these unwanted gases in different degrees depending upon how each person lives within their home. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of your home by simply opening your windows to introduce air uncontaminated with such gases.

FORMALDEHYDE

According to information provided by the California Building Industry Association (“CBIA”), state and federal governmental agencies have tested the indoor air of certain homes in California for the presence of formaldehyde. Formaldehyde is present in the air because it is emitted by many building materials and home products. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that were tested contained formaldehyde, which may present significant health hazards, including significant cancer risk. The homes in this development have not been tested by Seller. Given the cost of testing, it is not feasible to test every home to ascertain the level of formaldehyde present. According to information provided by the CBIA, the concentration of formaldehyde varies from home to home with no obvious explanation for the difference. One problem is that many material suppliers and manufacturers don't provide information on chemical ingredients. Buyer is solely responsible for making his or her own investigation prior to purchase. Seller makes no representation concerning the absence of risk related to the presence of formaldehyde in and about the Property, and Buyer acknowledges this potential risk and agrees to assume and accept it.

CHLORINATED POLY VINYL CHLORIDE (CPVC)

Pipes made of CPVC are and have been widely used in potable water systems, and some or all water pipes in the Property may be of CPVC materials. Seller is presently aware of no detrimental effect on health of persons using CPVC water systems.

BRASS FAUCETS; LEAD IN DRINKING WATER

Seller is aware of various legal actions against the plumbing supply industry alleging that brass faucets normally used in construction of homes may contribute small amounts of lead into drinking water. Until these allegations are proved or disproved, and/or until the plumbing supply industry is able to supply a different kind of faucet to the construction industry, manufacturers are recommending the practice of

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running water for 60 seconds any time faucets have not been used for more than six hours. They also suggest using cold water for cooking, since lead does not leach as easily into cold water. Buyer acknowledges this potential risk and agrees to assume and accept it.

POTABLE WATER

Seller has no control over the source of water that will be supplied to homes within the Project. Water is supplied by an independent entity authorized by the government to supply water to residences. Seller assumes no responsibility and disclaims all liability for any problems that arise from the water supplied to any residence within the Project.

WATER HEATER STATEMENT OF COMPLIANCE

As of the close of escrow, the Property will be in compliance with California Health and Safety Code Section 19211 by having the water heater(s) braced, anchored, or strapped in place to resist falling or horizontal displacement due to earthquake motion. It is Buyer's responsibility to ensure any new or replacement water heaters installed by Buyer after the close of escrow are also braced, anchored, or strapped.

SMOKE DETECTOR STATEMENT OF COMPLIANCE

Seller represents that the Property, as of the close of escrow, will be in compliance with California Health and Safety Code Section 13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshall installed in accordance with State Fire Marshall regulations and in accordance with applicable local ordinance(s). It is Buyer's responsibility to periodically test the smoke detector(s) and ensure their correct operation after the close of escrow.

FIRE SPRINKLERS

Your new home contains a residential fire sprinkler system as required by law. The sprinkler systems are heat sensitive and should not be exposed to an open flame. It is Buyer's responsibility to maintain the fire sprinkler system and ensure its correct operation after the close of escrow. Buyer shall not remove, disable, alter or otherwise modify any fire sprinkler system installed in Buyer's home. By signing this disclosure statement, Buyer acknowledges that Buyer has received and read the "Homeowners Guide to Fire Sprinkler Systems" published by the National Fire Sprinkler Association, Inc.

HIGH WIND CONDITIONS

The Project is located in an area that is occasionally subject to high wind conditions. Seller will not be responsible for wind damage or clean-up. Buyer acknowledges this potential risk and agrees to assume and accept it.

MEGAN'S LAW NOTICE

The following information is provided as required by Section 2079.10a of the California Civil Code:

"Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

Not every registered sex offender will appear on the Department of Justice web site. Approximately 25% of registered sex offenders are excluded from public disclosure by law. Seller makes no representations, warranties, or guarantees, either express or implied, regarding the presence or absence of registered sex offenders within the Project or in the surrounding area or as to the accuracy or completeness of information

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NEW CONSTRUCTION DISCLOSURE STATEMENT

available from Department of Justice web site. Seller has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Buyer is solely responsible for making his or her own investigation.

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NEW CONSTRUCTION DISCLOSURE STATEMENT

REPRESENTATIONS BY SALES REPRESENTATIVE

Seller is not responsible for or bound by any statement or agreement by a sales representative or other employee or agent unless such statement or agreement is in writing and is signed by an authorized officer of Seller. If any sales representative, employee or agent has made a representation to you, please put it in writing in the space provided below.

REPRESENTATIONS TO BUYER: *(If none, so state)*

NONE

BUYER'S INITIALS: SLG

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION WHICH HAS LEGAL IMPACT ON THE PURCHASE OF BUYER'S HOME. BUYER IS ADVISED TO REVIEW THIS DISCLOSURE STATEMENT CAREFULLY AND CONSULT WITH AN ATTORNEY, INTERPRETER, ARCHITECT, ENGINEER, OR ANY OTHER PERSON WHOSE ADVICE OR ASSISTANCE MAY BE NECESSARY TO FULLY UNDERSTAND THE MATTERS SET FORTH HEREIN.

BUYER'S ACKNOWLEDGEMENT

BY EXECUTING THIS DISCLOSURE STATEMENT, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AND READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY AND UNDERSTAND AND ACCEPT ITS CONTENTS. I/WE FURTHER ACKNOWLEDGE RECEIPT OF THE FOLLOWING GUIDES: (A) "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS, AND TENANTS"; (B) "HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY"; (C) "A BRIEF GUIDE TO MOLD, MOISTURE, AND YOUR HOME; and (D) HOMEOWNERS GUIDE TO FIRE SPRINKLER SYSTEMS."

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT, EXCEPT AS SET FORTH ABOVE IN "REPRESENTATIONS BY SALES REPRESENTATIVE," I/WE ARE NOT RELYING UPON ANY REPRESENTATION OR STATEMENT BY SELLER, SELLER'S SALES REPRESENTATIVES, EMPLOYEES OR AGENTS EXCEPT THE REPRESENTATIONS AND STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.

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Date: 3/10/2025

SHARON A GREEN

Buyer's signature

Sharon Green

Print name

Date: _____

Buyer's signature

Print name

Date: _____

Buyer's signature

Print name

Date: _____

Buyer's signature

Print name

Drainage Acknowledgement

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

Lots are typically graded in accordance with codes to the local public agency that has jurisdiction over the project (the "Public Agency") and sound engineering practices to accomplish certain objectives such as to (a) direct surface water from the rear to the front of the lot or toward drainage inlets that exit onto the driveway, sidewalk, or street, (b) prevent surface water from ponding on the lot or against structures; prevent surface water from draining to an adjacent lot unless an easement for drainage purposes has been granted, and (d) permanently accept existing or intended surface and subsurface drainage from adjacent property if so designed and approved the appropriate local governing public agency.

The grading drainage design of a lot should not be altered by any owner or by any contractors or agents of an owner in the course of installing additional improvements such as landscaping, patios, planters, walls, swimming pools and/or spas in a manner that will redirect surface water flow toward the dwelling or onto adjacent property or that will trap water so that it ponds and floods. Drainage devices such as concrete ditches, area drain lines and gutters should be carefully designed and installed with professional assistance. Planters created by walkways next to a dwelling structure should be lined with an impervious surface and should contain drain inlets to drain excess water. Drainage devices installed by the subdivider that are designed to serve more than one lot should not be altered or modified in a manner that will redirect or obstruct the drainage through these drainage devices. Any grading and drainage modifications are subject to applicable codes of the applicable Public Agency, subject to approval by the appropriate architecture committee(s) and subject to the terms of any other drainage easements that may be of record.

Low expansion soil, clayey sand, silty sand Pacific Communities Builder, Inc. has taken the soil conditions into consideration and has designed and installed builder-provided improvements, i.e., foundations, driveways, walls, public sidewalks and street improvements, pursuant to recommendations by professional soils and structural engineers.

We recommend that prior to landscaping or installing improvements on your lot, you contact a professional soils engineer and structural engineer to evaluate the soil conditions on your lot and, if necessary to carefully design improvements you are installing to compensate for those soils conditions.

Homebuyers are also advised to carefully design and control their landscaping irrigation system to prevent over saturation of soils. It has been estimated that a majority of homes in the region are over watered. An abundance of irrigation should be utilized so that small areas can be individually controlled. Once the landscape material has been established, the irrigation controller should be adjusted to just maintain plant life. Check beneath dry-looking surface soil to see if the soil is still wet underneath. Proper irrigation control and drainage can reduce the effects of expansive soil.

Since Pacific Communities Builder, Inc. does not have control of the quality of design, materials, construction procedures and labor used in the improvements which you construct on your lot, by your signature on this document, you hereby acknowledge and agree that it is your responsibility, and that of your contractors and consultants, to properly design and install any improvements so as to protect those improvements from damage due to any soil condition which may exist on your lot. Buyer acknowledges that minor lifting and cracking can occur in buyer's improvements, but that the use of professional engineering can help minimize these conditions. Pacific Communities Builder, Inc. shall have no liability or responsibility in connection with said soil condition including, but not limited to, repair any cracking which may occur to improvements not installed by Pacific Communities Builder, Inc., failure of buyer to properly maintain rain gutters and drains, or to otherwise follow the recommendations set forth above.

ACKNOWLEDGED AND AGREED:

<u>SHARON L GREEN</u>	<u>3/10/2025</u>		
<u>Sharon Green</u>	Date	<u></u>	Date
<u></u>	Date	<u></u>	Date
<u>Marion Ramirez</u>	<u>3/10/2025</u>		
<u>Marion Ramirez</u>	Date		

Wood Cabinets and Granite Disclaimers

Community Name: Pacific Jasper

Lot/Phase/Tract No.: 200 / 04 / 16677

Property Address: 13898 Hidden Pines Ct Victorville, CA

Date of PSA: 03/09/2025

Buyer's Name: Sharon Green

Display Samples and Model Home Cabinets and Countertops

Customer acknowledges that any samples provided to Customer are subject to variations in color, texture, shading, graining, markings and finish. Samples and model home countertops and cabinets are presented solely as a representation of how similar products might appear when installed in a home: **exact matches are neither implied nor guaranteed.**

Natural Products

Natural products such as marble, limestone, stone, granite, and wood have certain unalterable characteristics, such as color, shading, veins, markings, nicks, chips, filler, cracks, pitting and surface variation. Customer acknowledges that there is no guarantee against these characteristics.

Wood inherently has a variety of colors, knots, streaks, and grain textures that contribute to its natural beauty, additionally, exposure to sunlight, moisture, changes in temperature and other factors can change the characteristics and color of wood over time. Stains on handrails and cabinets may penetrate deeper into the grain swirls than other areas making certain areas of the handrail or cabinets darker or lighter than others, which can cause the appearance of "blotching". Customer acknowledges that wood naturally absorbs decorative stains at different rates, which could result in color variations and agrees that Pacific Communities may not be held liable for such variations.

ACKNOWLEDGED AND AGREED:

SHARON A GREEN 3/10/2025
Sharon Green Date _____ Date _____

 _____ Date _____ Date _____

Marion Ramirez 3/10/2025
marion ramirez Date _____

California Civil Code Sections 895 to 945.5

895. (a) "Structure" means any residential dwelling, other building, or improvement located upon a lot or within a common area.

(b) "Designed moisture barrier" means an installed moisture barrier specified in the plans and specifications, contract documents, or manufacturer's recommendations.

(c) "Actual moisture barrier" means any component or material, actually installed, that serves to any degree as a barrier against moisture, whether or not intended as such.

(d) "Unintended water" means water that passes beyond, around, or through a component or the material that is designed to prevent that passage.

(e) "Close of escrow" means the date of the close of escrow between the builder and the original homeowner. With respect to claims by an association, as defined in subdivision (a) of Section 1351, "close of escrow" means the date of substantial completion, as defined in Section 337.15 of the Code of Civil Procedure, or the date the builder relinquishes control over the association's ability to decide whether to initiate a claim under this title, whichever is later.

(f) "Claimant" or "homeowner" includes the individual owners of single-family homes, individual unit owners of attached dwellings and, in the case of a common interest development, any association as defined in subdivision (a) of Section 1351.

896. In any action seeking recovery of damages arising out of, or related to deficiencies in, the residential construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, a builder, and to the extent set forth in Chapter 4 (commencing with Section 910), a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, shall, except as specifically set forth in this title, be liable for, and the claimant's claims or causes of action shall be limited to violation of, the following standards, except as specifically set forth in this title. This title applies to original construction intended to be sold as an individual dwelling unit. As to condominium conversions, this title does not apply to or does not supersede any other statutory or common law.

(a) With respect to water issues:

(1) A door shall not allow unintended water to pass beyond, around, or through the door or its designed or actual moisture barriers, if any.

(2) Windows, patio doors, deck doors, and their systems shall not allow water to pass beyond, around, or through the window, patio door, or deck door or its designed or actual moisture barriers, including, without limitation, internal barriers within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.

(3) Windows, patio doors, deck doors, and their systems shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.

(4) Roofs, roofing systems, chimney caps, and ventilation components shall not allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, and sheathing, if any.

(5) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow water to pass into the adjacent structure. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.

(6) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow unintended water to pass within the systems themselves and cause damage to the systems. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.

Buyer's Initial SLG Date: 3/10/2025

(7) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to cause damage to another building component.

(8) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application.

(9) Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction, shall not be installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure so as to cause damage to another building component.

(10) Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall be installed in such a way so as not to allow unintended water to pass into the structure or to pass beyond, around, or through the designed or actual moisture barriers of the system, including any internal barriers located within the system itself. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.

(11) Stucco, exterior siding, and exterior walls shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.

(12) Retaining and site walls and their associated drainage systems shall not allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers, so as to cause damage. This standard does not apply to those portions of any wall or drainage system that are designed to have water flow beyond, around, or through them.

(13) Retaining walls and site walls, and their associated drainage systems, shall only allow water to flow beyond, around, or through the areas designated by design.

(14) The lines and components of the plumbing system, sewer system, and utility systems shall not leak.

(15) Plumbing lines, sewer lines, and utility lines shall not corrode so as to impede the useful life of the systems.

(16) Sewer systems shall be installed in such a way as to allow the designated amount of sewage to flow through the system.

(17) Shower and bath enclosures shall not leak water into the interior of walls, flooring systems, or the interior of other components.

(18) Ceramic tile and tile countertops shall not allow water into the interior of walls, flooring systems, or other components so as to cause damage.

(b) With respect to structural issues:

(1) Foundations, load bearing components, and slabs, shall not contain significant cracks or significant vertical displacement.

(2) Foundations, load bearing components, and slabs shall not cause the structure, in whole or in part, to be structurally unsafe.

(3) Foundations, load bearing components, and slabs, and underlying soils shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.

(4) A structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.

(c) With respect to soil issues:

(1) Soils and engineered retaining walls shall not cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall.

(2) Soils and engineered retaining walls shall not cause, in whole or in part, the structure to be structurally unsafe.

(3) Soils shall not cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used.

California Civil Code Sections 895 to 945.5

(d) With respect to fire protection issues:

(1) A structure shall be constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction.

(2) Fireplaces, chimneys, chimney structures, and chimney termination caps shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire outside the fireplace enclosure or chimney.

(3) Electrical and mechanical systems shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire.

(e) With respect to plumbing and sewer issues:

Plumbing and sewer systems shall be installed to operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action may be brought for a violation of this subdivision more than four years after close of escrow.

(f) With respect to electrical system issues: Electrical systems shall operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action shall be brought pursuant to this subdivision more than four years from close of escrow.

(g) With respect to issues regarding other areas of construction:

(1) Exterior pathways, driveways, hardscape, sidewalls, sidewalks, and patios installed by the original builder shall not contain cracks that display significant vertical displacement or that are excessive. However, no action shall be brought upon a violation of this paragraph more than four years from close of escrow.

(2) Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall not contain significant cracks or separations.

(3) (A) To the extent not otherwise covered by these standards, manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances shall be installed so as not to interfere with the products' useful life, if any.

(B) For purposes of this paragraph, "useful life" means a representation of how long a product is warranted or represented, through its limited warranty or any written representations, to last by its manufacturer, including recommended or required maintenance. If there is no representation by a manufacturer, a builder shall install manufactured products so as not to interfere with the product's utility.

(C) For purposes of this paragraph, "manufactured product" means a product that is completely manufactured offsite.

(D) If no useful life representation is made, or if the representation is less than one year, the period shall be no less than one year. If a manufactured product is damaged as a result of a violation of these standards, damage to the product is a recoverable element of damages. This subparagraph does not limit recovery if there has been damage to another building component caused by a manufactured product during the manufactured product's useful life.

(E) This title does not apply in any action seeking recovery solely for a defect in a manufactured product located within or adjacent to a structure.

(4) Heating, if any, shall be installed so as to be capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor in any living space.

(5) Living space air-conditioning, if any, shall be provided in a manner consistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations or its successor.

(6) Attached structures shall be constructed to comply with interunit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit.

(7) Irrigation systems and drainage shall operate properly so as not to damage landscaping or other external improvements. However, no action shall be brought pursuant to this paragraph more than one year from close of escrow.

California Civil Code Sections 895 to 945.5

(8) Untreated wood posts shall not be installed in contact with soil so as to cause unreasonable decay to the wood based upon the finish grade at the time of original construction. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(9) Untreated steel fences and adjacent components shall be installed so as to prevent unreasonable corrosion. However, no action shall be brought pursuant to this paragraph more than four years from close of escrow.

(10) Paint and stains shall be applied in such a manner so as not to cause deterioration of the building surfaces for the length of time specified by the paint or stain manufacturers' representations, if any. However, no action shall be brought pursuant to this paragraph more than five years from close of escrow.

(11) Roofing materials shall be installed so as to avoid materials falling from the roof.

(12) The landscaping systems shall be installed in such a manner so as to survive for not less than one year. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(13) Ceramic tile and tile backing shall be installed in such a manner that the tile does not detach.

(14) Dryer ducts shall be installed and terminated pursuant to manufacturer installation requirements. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.

(15) Structures shall be constructed in such a manner so as not to impair the occupants' safety because they contain public health hazards as determined by a duly authorized public health official, health agency, or governmental entity having jurisdiction. This paragraph does not limit recovery for any damages caused by a violation of any other paragraph of this section on the grounds that the damages do not constitute a health hazard.

897. The standards set forth in this chapter are intended to address every function or component of a structure. To the extent that a function or component of a structure is not addressed by these standards, it shall be actionable if it causes damage.

900. As to fit and finish items, a builder shall provide a homebuyer with a minimum one-year express written limited warranty covering the fit and finish of the following building components.

Except as otherwise provided by the standards specified in Chapter 2 (commencing with Section 896), this warranty shall cover the fit and finish of cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim, but shall not apply to damage to those components caused by defects in other components governed by the other provisions of this title. Any fit and finish matters covered by this warranty are not subject to the provisions of this title. If a builder fails to provide the express warranty required by this section, the warranty for these items shall be for a period of one year.

901. A builder may, but is not required to, offer greater protection or protection for longer time periods in its express contract with the homeowner than that set forth in Chapter 2 (commencing with Section 896). A builder may not limit the application of Chapter 2 (commencing with Section 896) or lower its protection through the express contract with the homeowner. This type of express contract constitutes an "enhanced protection agreement."

902. If a builder offers an enhanced protection agreement, the builder may choose to be subject to its own express contractual provisions in place of the provisions set forth in Chapter 2 (commencing with Section 896). If an enhanced protection agreement is in place, Chapter 2 (commencing with Section 896) no longer applies other than to set forth minimum provisions by which to judge the enforceability of the particular provisions of the enhanced protection agreement.

903. If a builder offers an enhanced protection agreement in place of the provisions set forth in Chapter 2 (commencing with Section 896), the election to do so shall be made in writing with the homeowner no later than the close of escrow. The builder shall provide the homeowner with a complete copy of Chapter 2 (commencing with Section 896) and advise the homeowner that the builder has elected not to be subject to its provisions. If any provision of an enhanced protection agreement is later found to be unenforceable as not meeting the minimum standards of Chapter 2 (commencing with Section 896), a builder may use this chapter in lieu of those provisions found to be unenforceable.

904. If a builder has elected to use an enhanced protection agreement, and a homeowner disputes that the particular provision or time periods of the enhanced protection agreement are not greater than, or equal to, the provisions of Chapter 2 (commencing with Section 896) as they apply to the particular deficiency alleged by the homeowner, the homeowner may seek to enforce the application of the standards set forth in this chapter as to those claimed deficiencies. If a homeowner seeks to enforce a particular standard in lieu of a provision of the enhanced protection agreement, the homeowner shall give the builder written notice of that intent at the time the homeowner files a notice of claim pursuant to Chapter 4 (commencing with Section 910).

905. If a homeowner seeks to enforce Chapter 2 (commencing with Section 896), in lieu of the enhanced protection agreement in a subsequent litigation or other legal action, the builder shall have the right to have the matter bifurcated, and to have an immediately binding determination of his or her responsive pleading within 60 days after the filing of that pleading, but in no event after the commencement of discovery, as to the application of either Chapter 2 (commencing with Section 896) or the enhanced protection agreement as to the deficiencies claimed by the homeowner. If the builder fails to seek that determination in the timeframe specified, the builder waives the right to do so and the standards set forth in this title shall apply. As to any nonoriginal homeowner, that homeowner shall be deemed in privity for purposes of an enhanced protection agreement only to the extent that the builder has recorded the enhanced protection agreement on title or provided actual notice to the nonoriginal homeowner of the enhanced protection agreement. If the enhanced protection agreement is not recorded on title or no actual notice has been provided, the standards set forth in this title apply to any nonoriginal homeowners' claims.

906. A builder's election to use an enhanced protection agreement addresses only the issues set forth in Chapter 2 (commencing with Section 896) and does not constitute an election to use or not use the provisions of Chapter 4 (commencing with Section 910). The decision to use or not use Chapter 4 (commencing with Section 910) is governed by the provisions of that chapter.

907. A homeowner is obligated to follow all reasonable maintenance obligations and schedules communicated in writing to the homeowner by the builder and product manufacturers, as well as commonly accepted maintenance practices. A failure by a homeowner to follow these obligations, schedules, and practices may subject the homeowner to the affirmative defenses contained in Section 944.

910. Prior to filing an action against any party alleged to have contributed to a violation of the standards set forth in Chapter 2 (commencing with Section 896), the claimant shall initiate the following prelitigation procedures:

(a) The claimant or his or her legal representative shall provide written notice via certified mail, overnight mail, or personal delivery to the builder, in the manner prescribed in this section, of the claimant's claim that the construction of his or her residence violates any of the standards set forth in Chapter 2 (commencing with Section 896). That notice shall provide the claimant's name, address, and preferred method of contact, and shall state that the claimant alleges a violation pursuant to this part against the builder, and shall describe the claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation. In the case of a group of homeowners or an association, the notice may identify the claimants solely by address or other description sufficient

to apprise the builder of the locations of the subject residences. That document shall have the same force and effect as a notice of commencement of a legal proceeding.

(b) The notice requirements of this section do not preclude a homeowner from seeking redress through any applicable normal customer service procedure as set forth in any contractual, warranty, or other builder-generated document; and, if a homeowner seeks to do so, that request shall not satisfy the notice requirements of this section.

911. (a) For purposes of this title, except as provided in subdivision (b), "builder" means any entity or individual, including, but not limited to a builder, developer, general contractor, contractor, or original seller, who, at the time of sale, was also in the business of selling residential units to the public for the property that is the subject of the homeowner's claim or was in the business of building, developing, or constructing residential units for public purchase for the property that is the subject of the homeowner's claim.

(b) For the purposes of this title, "builder" does not include any entity or individual whose involvement with a residential unit that is the subject of the homeowner's claim is limited to his or her capacity as general contractor or contractor and who is not a partner, member of, subsidiary of, or otherwise similarly affiliated with the builder. For purposes of this title, these nonaffiliated general contractors and nonaffiliated contractors shall be treated the same as subcontractors, material suppliers, individual product manufacturers, and design professionals.

912. A builder shall do all of the following:

(a) Within 30 days of a written request by a homeowner or his or her legal representative, the builder shall provide copies of all relevant plans, specifications, mass or rough grading plans, final soils reports, Department of Real Estate public reports, and available engineering calculations, that pertain to a homeowner's residence specifically or as part of a larger development tract. The request shall be honored if it states that it is made relative to structural, fire safety, or soils provisions of this title. However, a builder is not obligated to provide a copying service, and reasonable copying costs shall be borne by the requesting party. A builder may require that the documents be copied onsite by the requesting party, except that the homeowner may, at his or her option, use his or her own copying service, which may include an offsite copy facility that is bonded and insured. If a builder can show that the builder maintained the documents, but that they later became unavailable due to loss or destruction that was not the fault of the builder, the builder may be excused from the requirements of this subdivision, in which case the builder shall act with reasonable diligence to assist the homeowner in obtaining those documents from any applicable government authority or from the source that generated the document. However, in that case, the time limits specified by this section do not apply.

(b) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, the builder shall provide to the homeowner or his or her legal representative copies of all maintenance and preventative maintenance recommendations that pertain to his or her residence within 30 days of service of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(c) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all manufactured products maintenance, preventive maintenance, and limited warranty information within 30 days of a written request for those documents. These documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(d) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all of the builder's limited contractual warranties in accordance with this part in effect at the time of the original sale of the residence within 30 days of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(e) A builder shall maintain the name and address of an agent for notice pursuant to this chapter with the Secretary of State or, alternatively, elect to use a third party for that notice if the builder has notified the homeowner in writing of the third party's name and address, to whom claims and requests for information under this section may be mailed.

The name and address of the agent for notice or third party shall be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

This subdivision applies to instances in which a builder contracts with a third party to accept claims and act on the builder's behalf. A builder shall give actual notice to the homeowner that the builder has made such an election, and shall include the name and address of the third party.

(f) A builder shall record on title a notice of the existence of these procedures and a notice that these procedures impact the legal rights of the homeowner. This information shall also be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(g) A builder shall provide, with the original sales documentation, a written copy of this title, which shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(h) As to any documents provided in conjunction with the original sale, the builder shall instruct the original purchaser to provide those documents to any subsequent purchaser.

(i) Any builder who fails to comply with any of these requirements within the time specified is not entitled to the protection of this chapter, and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action, in which case the remaining chapters of this part shall continue to apply to the action.

913. A builder or his or her representative shall acknowledge, in writing, receipt of the notice of the claim within 14 days after receipt of the notice of the claim. If the notice of the claim is served by the claimant's legal representative, or if the builder receives a written representation letter from a homeowner's attorney, the builder shall include the attorney in all subsequent substantive communications, including, without limitation, all written communications occurring pursuant to this chapter, and all substantive and procedural communications, including all written communications, following the commencement of any subsequent complaint or other legal action, except that if the builder has retained or involved legal counsel to assist the builder in this process, all communications by the builder's counsel shall only be with the claimant's legal representative, if any.

914. (a) This chapter establishes a nonadversarial procedure, including the remedies available under this chapter which, if the procedure does not resolve the dispute between the parties, may result in a subsequent action to enforce the other chapters of this title. A builder may attempt to commence nonadversarial contractual provisions other than the nonadversarial procedures and remedies set forth in this chapter, but may not, in addition to its own nonadversarial contractual provisions, require adherence to the nonadversarial procedures and remedies set forth in this chapter, regardless of whether the builder's own alternative nonadversarial contractual provisions are successful in resolving the dispute or ultimately deemed enforceable.

At the time the sales agreement is executed, the builder shall notify the homeowner whether the builder intends to engage in the nonadversarial procedure of this section or attempt to enforce alternative nonadversarial contractual provisions. If the builder elects to use alternative nonadversarial contractual provisions in lieu of this chapter, the election is binding, regardless of whether the builder's alternative nonadversarial contractual provisions are successful in resolving the ultimate dispute or are ultimately deemed enforceable.

(b) Nothing in this title is intended to affect existing statutory or decisional law pertaining to the applicability, viability, or enforceability of alternative dispute resolution methods, alternative remedies, or contractual arbitration, judicial reference, or similar procedures requiring a binding resolution to enforce the other chapters of this title or any other disputes between homeowners and builders. Nothing in this title is intended to affect the applicability, viability, or enforceability, if any, of contractual arbitration or judicial reference after a nonadversarial procedure or provision has been completed.

915. If a builder fails to acknowledge receipt of the notice of a claim within the time specified, elects not to go through the process set forth in this chapter, or fails to request an inspection within the time specified, or at the conclusion or cessation of an alternative nonadversarial proceeding, this chapter does not apply and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

916. (a) If a builder elects to inspect the claimed unmet standards, the builder shall complete the initial inspection and testing within 14 days after acknowledgment of receipt of the notice of the claim, at a mutually convenient date and time. If the homeowner has retained legal representation, the inspection shall be scheduled with the legal representative's office at a mutually convenient date and time, unless the legal representative is unavailable during the relevant time periods. All costs of builder inspection and testing, including any damage caused by the builder inspection, shall be borne by the builder. The builder shall also provide written proof that the builder has liability insurance to cover any damages or injuries occurring during inspection and testing. The builder shall restore the property to its pretesting condition within 48 hours of the testing. The builder shall, upon request, allow the inspections to be observed and electronically recorded, videotaped, or photographed by the claimant or his or her legal representative.

(b) Nothing that occurs during a builder's or claimant's inspection or testing may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

(c) If a builder deems a second inspection or testing reasonably necessary, and specifies the reasons therefor in writing within three days following the initial inspection, the builder may conduct a second inspection or testing. A second inspection or testing shall be completed within 40 days of the initial inspection or testing. All requirements concerning the initial inspection or testing shall also apply to the second inspection or testing.

(d) If the builder fails to inspect or test the property within the time specified, the claimant is released from the requirements of this section and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

(e) If a builder intends to hold a subcontractor, design professional, individual product manufacturer, or material supplier, including an insurance carrier, warranty company, or service company, responsible for its contribution to the unmet standard, the builder shall provide notice to that person or entity sufficiently in advance to allow them to attend the initial, or if requested, second inspection of any alleged unmet standard and to participate in the repair process. The claimant and his or her legal representative, if any, shall be advised in a reasonable time prior to the inspection as to the identity of all persons or entities invited to attend. This subdivision does not apply to the builder's insurance company. Except with respect to any claims involving a repair actually conducted under this chapter, nothing in this subdivision shall be construed to relieve a subcontractor, design professional, individual product manufacturer, or material supplier of any liability under an action brought by a claimant.

917. Within 30 days of the initial or, if requested, second inspection or testing, the builder may offer in writing to repair the violation. The offer to repair shall also compensate the homeowner for all applicable damages recoverable under Section 944, within the timeframe for the repair set forth in this chapter. Any such offer shall be accompanied by a detailed, specific, step-by-step statement identifying the particular violation that is being repaired, explaining the nature, scope, and location of the repair, and setting a reasonable completion date for the repair. The offer shall also include the names, addresses, telephone numbers, and license numbers of the contractors whom the builder intends to have perform the repair. Those contractors shall be fully insured for, and shall be responsible for, all damages or injuries that they may cause to occur during the repair, and evidence of that insurance shall be provided to the homeowner upon request. Upon written request by the homeowner or his or her legal representative, and within the timeframes set forth in this chapter, the builder shall also provide any available technical documentation, including, without limitation, plans and specifications, pertaining to the claimed violation within the particular home or development tract. The offer shall also advise the homeowner in writing of his or her right to request up to three additional contractors from which to select to do the repair pursuant to this chapter.

918. Upon receipt of the offer to repair, the homeowner shall have 30 days to authorize the builder to proceed with the repair. The homeowner may alternatively request, at the homeowner's sole option and discretion, that the builder provide the names, addresses, telephone numbers, and license numbers for up to three alternative contractors who are not owned or financially controlled by the builder and who regularly conduct business in the county where the structure is located. If the homeowner so elects, the builder is entitled to an additional noninvasive inspection, to occur at a mutually convenient date and time within 20 days of the election, so as to permit the other proposed contractors to review the proposed site of the repair. Within 35 days after the request of the homeowner for alternative contractors, the builder shall present the homeowner with a choice of contractors. Within 20 days after that presentation, the homeowner shall authorize the builder or one of the alternative contractors to perform the repair.

919. The offer to repair shall also be accompanied by an offer to mediate the dispute if the homeowner so chooses. The mediation shall be limited to a four-hour mediation, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator, and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation occurs within 15 days after the request to mediate is received and occurs at a mutually convenient location within the county where the action is pending. If a builder has made an offer to repair a violation, and the mediation has failed to resolve the dispute, the homeowner shall allow the repair to be performed either by the builder, its contractor, or the selected contractor.

920. If the builder fails to make an offer to repair or otherwise strictly comply with this chapter within the times specified, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If the contractor performing the repair does not complete the repair in the time or manner specified, the claimant may file an action. If this occurs, the standards set forth in the other chapters of this part shall continue to apply to the action.

921. (a) In the event that a resolution under this chapter involves a repair by the builder, the builder shall make an appointment with the claimant, make all appropriate arrangements to effectuate a repair of the claimed unmet standards, and compensate the homeowner for all damages resulting therefrom free of charge to the claimant. The repair shall be scheduled through the claimant's legal representative, if any, unless he or she is unavailable during the relevant time periods. The repair shall be commenced on a mutually convenient date within 14 days of acceptance or, if an alternative contractor is selected by the homeowner, within 14 days of the selection, or, if a mediation occurs, within seven days of the mediation, or within five days after a permit is obtained if one is required. The builder shall act with reasonable diligence in obtaining any such permit.

(b) The builder shall ensure that work done on the repairs is done with the utmost diligence, and that the repairs are completed as soon as reasonably possible, subject to the nature of the repair or some unforeseen event not caused by the builder or the contractor performing the repair. Every effort shall be made to complete the repair within 120 days.

922. The builder shall, upon request, allow the repair to be observed and electronically recorded, videotaped, or photographed by the claimant or his or her legal representative. Nothing that occurs during the repair process may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

923. The builder shall provide the homeowner or his or her legal representative, upon request, with copies of all correspondence, photographs, and other materials pertaining or relating in any manner to the repairs.

924. If the builder elects to repair some, but not all of, the claimed unmet standards, the builder shall, at the same time it makes its offer, set forth with particularity in writing the reasons, and the support for those reasons, for not repairing all claimed unmet standards.

925. If the builder fails to complete the repair within the time specified in the repair plan, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If this occurs, the standards set forth in the other chapters of this title shall continue to apply to the action.

926. The builder may not obtain a release or waiver of any kind in exchange for the repair work mandated by this chapter. At the conclusion of the repair, the claimant may proceed with filing an action for violation of the applicable standard or for a claim of inadequate repair, or both, including all applicable damages available under Section 944.

927. If the applicable statute of limitations has otherwise run during this process, the time period for filing a complaint or other legal remedies for violation of any provision of this title, or for a claim of inadequate repair, is extended from the time of the original claim by the claimant to 100 days after the repair is completed, whether or not the particular violation is the one being repaired. If the builder fails to acknowledge the claim within the time specified, elects not to go through this statutory process, or fails to request an inspection within the time specified, the time period for filing a complaint or other legal remedies for violation of any provision of this title is extended from the time of the original claim by the claimant to 45 days after the time for responding to the notice of claim has expired. If the builder elects to attempt to enforce its own nonadversarial procedure in lieu of the procedure set forth in this chapter, the time period for filing a complaint or other legal remedies for violation of any provision of this part is extended from the time of the original claim by the claimant to 100 days after either the completion of the builder's alternative nonadversarial procedure, or 100 days after the builder's alternative nonadversarial procedure is deemed unenforceable, whichever is later.

928. If the builder has invoked this chapter and completed a repair, prior to filing an action, if there has been no previous mediation between the parties, the homeowner or his or her legal representative shall request mediation in writing. The mediation shall be limited to four hours, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation will occur within 15 days after the request for mediation is received and shall occur at a mutually convenient location within the county where the action is pending. In the event that a mediation is used at this point, any applicable statutes of limitations shall be tolled from the date of the request to mediate until the next court day after the mediation is completed, or the 100-day period, whichever is later.

929. (a) Nothing in this chapter prohibits the builder from making only a cash offer and no repair. In this situation, the homeowner is free to accept the offer, or he or she may reject the offer and proceed with the filing of an action. If the latter occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) The builder may obtain a reasonable release in exchange for the cash payment. The builder may negotiate the terms and conditions of any reasonable release in terms of scope and consideration in conjunction with a cash payment under this chapter.

930. (a) The time periods and all other requirements in this chapter are to be strictly construed, and, unless extended by the mutual agreement of the parties in accordance with this chapter, shall govern the rights and obligations under this title. If a builder fails to act in accordance with this section within the timeframes mandated, unless extended by the mutual agreement of the parties as evidenced by a postclaim written confirmation by the affected homeowner demonstrating that he or she has knowingly and voluntarily extended the statutory timeframe, the claimant may

proceed with filing an action. If this occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) If the claimant does not conform with the requirements of this chapter, the builder may bring a motion to stay any subsequent court action or other proceeding until the requirements of this chapter have been satisfied. The court, in its discretion, may award the prevailing party on such a motion, his or her attorney's fees and costs in bringing or opposing the motion.

931. If a claim combines causes of action or damages not covered by this part, including, without limitation, personal injuries, class actions, other statutory remedies, or fraud-based claims, the claimed unmet standards shall be administered according to this part, although evidence of the property in its unrepaired condition may be introduced to support the respective elements of any such cause of action. As to any fraud-based claim, if the fact that the property has been repaired under this chapter is deemed admissible, the trier of fact shall be informed that the repair was not voluntarily accepted by the homeowner. As to any class action claims that address solely the incorporation of a defective component into a residence, the named and unnamed class members need not comply with this chapter.

932. Subsequently discovered claims of unmet standards shall be administered separately under this chapter, unless otherwise agreed to by the parties. However, in the case of a detached single family residence, in the same home, if the subsequently discovered claim is for a violation of the same standard as that which has already been initiated by the same claimant and the subject of a currently pending action, the claimant need not reinitiate the process as to the same standard. In the case of an attached project, if the subsequently discovered claim is for a violation of the same standard for a connected component system in the same building as has already been initiated by the same claimant, and the subject of a currently pending action, the claimant need not reinitiate this process as to that standard.

933. If any enforcement of these standards is commenced, the fact that a repair effort was made may be introduced to the trier of fact. However, the claimant may use the condition of the property prior to the repair as the basis for contending that the repair work was inappropriate, inadequate, or incomplete, or that the violation still exists. The claimant need not show that the repair work resulted in further damage nor that damage has continued to occur as a result of the violation.

934. Evidence of both parties' conduct during this process may be introduced during a subsequent enforcement action, if any, with the exception of any mediation. Any repair efforts undertaken by the builder, shall not be considered settlement communications or offers of settlement and are not inadmissible in evidence on such a basis.

935. To the extent that provisions of this chapter are enforced and those provisions are substantially similar to provisions in Section 1375 of the Civil Code, but an action is subsequently commenced under Section 1375 of the Civil Code, the parties are excused from performing the substantially similar requirements under Section 1375 of the Civil Code.

936. Each and every provision of the other chapters of this title apply to general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals to the extent that the general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals caused, in whole or in part, a violation of a particular standard as the result of a negligent act or omission or a breach of contract. In addition to the affirmative defenses set forth in Section 945.5, a general contractor, subcontractor, material supplier, design professional, individual product manufacturer, or other entity may also offer common law and contractual defenses as applicable to any claimed violation of a standard. All actions by a claimant or builder to enforce an express contract, or any provision thereof, against a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional is preserved. Nothing in this title modifies the law pertaining to joint and several liability for builders, general contractors, subcontractors, material suppliers, individual product manufacturer, and

design professionals that contribute to any specific violation of this title. However, the negligence standard in this section does not apply to any general contractor, subcontractor, material supplier, individual product manufacturer, or design professional with respect to claims for which strict liability would apply.

937. Nothing in this title shall be interpreted to eliminate or abrogate the requirement to comply with Section 411.35 of the Code of Civil Procedure or to affect the liability of design professionals, including architects and architectural firms, for claims and damages not covered by this title.

938. This title applies only to new residential units where the purchase agreement with the buyer was signed by the seller on or after January 1, 2003.

941. (a) Except as specifically set forth in this title, no action may be brought to recover under this title more than 10 years after substantial completion of the improvement but not later than the date of recordation of a valid notice of completion.

(b) As used in this section, "action" includes an action for indemnity brought against a person arising out of that person's performance or furnishing of services or materials referred to in this title, except that a cross-complaint for indemnity may be filed pursuant to subdivision (b) of Section 428.10 of the Code of Civil Procedure in an action which has been brought within the time period set forth in subdivision (a).

(c) The limitation prescribed by this section may not be asserted by way of defense by any person in actual possession or the control, as owner, tenant or otherwise, of such an improvement, at the time any deficiency in the improvement constitutes the proximate cause for which it is proposed to make a claim or bring an action.

(d) Sections 337.15 and 337.1 of the Code of Civil Procedure do not apply to actions under this title.

(e) Existing statutory and decisional law regarding tolling of the statute of limitations shall apply to the time periods for filing an action or making a claim under this title, except that repairs made pursuant to Chapter 4 (commencing with Section 910), with the exception of the tolling provision contained in Section 927, do not extend the period for filing an action, or restart the time limitations contained in subdivision (a) or (b) of Section 7091 of the Business and Professions Code. If a builder arranges for a contractor to perform a repair pursuant to Chapter 4 (commencing with Section 910), as to the builder the time period for calculating the statute of limitation in subdivision (a) or (b) of Section 7091 of the Business and Professions Code shall pertain to the substantial completion of the original construction and not to the date of repairs under this title. The time limitations established by this title do not apply to any action by a claimant for a contract or express contractual provision. Causes of action and damages to which this chapter does not apply are not limited by this section.

942. In order to make a claim for violation of the standards set forth in Chapter 2 (commencing with Section 896), a homeowner need only demonstrate, in accordance with the applicable evidentiary standard, that the home does not meet the applicable standard, subject to the affirmative defenses set forth in Section 945.5. No further showing of causation or damages is required to meet the burden of proof regarding a violation of a standard set forth in Chapter 2 (commencing with Section 896), provided that the violation arises out of, pertains to, or is related to, the original construction.

943. (a) Except as provided in this title, no other cause of action for a claim covered by this title or for damages recoverable under Section 944 is allowed. In addition to the rights under this title, this title does not apply to any action by a claimant to enforce a contract or express contractual provision, or any action for fraud, personal injury, or violation of a statute. Damages awarded for the items set forth in Section 944 in such other cause of action shall be reduced by the amounts recovered pursuant to Section 944 for violation of the standards set forth in this title.

(b) As to any claims involving a detached single-family home, the homeowner's right to the reasonable value of repairing any nonconformity is limited to the repair costs, or the diminution in current value of the home caused by the nonconformity, whichever is less, subject to the personal use exception as developed under common law.

944. If a claim for damages is made under this title, the homeowner is only entitled to damages for the reasonable value of repairing any violation of the standards set forth in this title, the reasonable cost of repairing any damages caused by the repair efforts, the reasonable cost of repairing and rectifying any damages resulting from the failure of the home to meet the standards, the reasonable cost of removing and replacing any improper repair by the builder, reasonable relocation and storage expenses, lost business income if the home was used as a principal place of a business licensed to be operated from the home, reasonable investigative costs for each established violation, and all other costs or fees recoverable by contract or statute.

945. The provisions, standards, rights, and obligations set forth in this title are binding upon all original purchasers and their successors-in-interest. For purposes of this title, associations and others having the rights set forth in Section 383 of the Code of Civil Procedure shall be considered to be original purchasers and shall have standing to enforce the provisions, standards, rights, and obligations set forth in this title.

945.5. A builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, under the principles of comparative fault pertaining to affirmative defenses, may be excused, in whole or in part, from any obligation, damage, loss, or liability if the builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, can demonstrate any of the following affirmative defenses in response to a claimed violation:

(a) To the extent it is caused by an unforeseen act of nature which caused the structure not to meet the standard. For purposes of this section an "unforeseen act of nature" means a weather condition, earthquake, or manmade event such as war, terrorism, or vandalism, in excess of the design criteria expressed by the applicable building codes, regulations, and ordinances in effect at the time of original construction.

(b) To the extent it is caused by a homeowner's unreasonable failure to minimize or prevent those damages in a timely manner, including the failure of the homeowner to allow reasonable and timely access for inspections and repairs under this title. This includes the failure to give timely notice to the builder after discovery of a violation, but does not include damages due to the untimely or inadequate response of a builder to the homeowner's claim.

(c) To the extent it is caused by the homeowner or his or her agent, employee, general contractor, subcontractor, independent contractor, or consultant by virtue of their failure to follow the builder's or manufacturer's recommendations, or commonly accepted homeowner maintenance obligations. In order to rely upon this defense as it relates to a builder's recommended maintenance schedule, the builder shall show that the homeowner had written notice of these schedules and recommendations and that the recommendations and schedules were reasonable at the time they were issued.

(d) To the extent it is caused by the homeowner or his or her agent's or an independent third party's alterations, ordinary wear and tear, misuse, abuse, or neglect, or by the structure's use for something other than its intended purpose.

(e) To the extent that the time period for filing actions bars the claimed violation.

(f) As to a particular violation for which the builder has obtained a valid release.

(g) To the extent that the builder's repair was successful in correcting the particular violation of the applicable standard.

(h) As to any causes of action to which this statute does not apply, all applicable affirmative defenses are preserved.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(CAR. Form AD, Revised 12/14)

[] (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACI**
CODE PRINTED ON THE BACK (OR A
COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL

[X] Buyer [] Seller [] Landlord [] Tenant SHARON A GREEN Date 3/10/2025

[X] Buyer [] Seller [] Landlord [] Tenant _____ Date _____

A Marion Ramirez ities Builder, Inc. BRE Lic. # 01154693

B Marion Ramirez Real Estate Broker (Firm) 3/10/2025
BRE Lic. # _____ Date _____

(Salesperson or Broker-Association)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller _____

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Reviewed by _____ Date _____



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and induces a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. **(e)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(f)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(g)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(h)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(i)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(j)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(k)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(o)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 **(a)** As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form.

(Name of Selling Agent) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent) is the agent of (check one): ☐ the buyer exclusively; or ☐ both the seller exclusively; or ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2479.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2475.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Untitled

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety* (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:

- | | |
|--|--|
| <input type="checkbox"/> Helpful | <input type="checkbox"/> Clearly written |
| <input type="checkbox"/> Too detailed | <input type="checkbox"/> Confusing |
| <input type="checkbox"/> Not detailed enough | |
| <input type="checkbox"/> The booklet helped me to locate earthquake weaknesses in my home. | |
| <input type="checkbox"/> I have strengthened my home to resist earthquakes. | |
| <input type="checkbox"/> I plan to fix my home's earthquake weaknesses. | |
| <input type="checkbox"/> The booklet helped me find out that my home did not have any earthquake weaknesses. | |

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **13898 Hidden Pines Ct Victorville, CA**

Date _____	Time _____	_____	<u>Sharon Green</u>
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	_____	_____	_____
	(Buyer's Agent's signature)	(printed name)	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R. * Publication 09/10

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Property Address: **13898 Hidden Pines Ct Victorville, CA**

Date _____	Time _____	_____	_____
		(Seller's signature)	(printed name)
Date _____	---	_____	_____
		(Seller's signature)	(printed name)
Date <u>3/10/2025</u>	<u>Marion Ramirez</u>	<u>SHARON A GREEN</u>	_____
	(Listing Agent's signature)	(printed name)	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

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Residential Fire Sprinkler System Guide to Fire Sprinkler Systems and Maintenance



Homeowners Guide to Fire Sprinkler Systems

The following is intended to educate the new homeowner who has purchased a home with an existing fire sprinkler system and those who have built, or are building, a home that will have a new fire sprinkler system installed.

What is a 13D system?

If your new house has a fire sprinkler system installed, it is a NFPA 13D type system. NFPA 13D is the National Fire Protection Association's (NFPA) standard for the installation of fire sprinkler systems in one and two family dwellings and mobile homes. The standard was adopted by the NFPA in 1975 with periodic reviews and updates to allow for new technological breakthroughs.

To make fire sprinkler systems economically practical for single family type dwellings, NFPA 13D permits omission of sprinklers from certain building areas where NFPA 13 (the standard for commercial occupancies) would require sprinklers. NFPA 13D also permits two sprinkler design areas so as to accommodate limited domestic water supplies. This means that the water supply only needs to be able to handle two sprinklers flowing water simultaneously among the total number of sprinklers in the building.

How do sprinklers operate?

Fire sprinklers are *individually* heat-activated and connected to a network of piping with water under pressure. When the heat of a fire raises the sprinkler to its operating temperature, usually between 165° - 175° F, a fusible link or glass bulb will activate only that sprinkler over the fire, thereby releasing water *only directly over the source of heat*.

Why are sprinklers so effective?

The key to keeping a fire from reaching potentially dangerous and life threatening proportions is early detection . Fire sprinklers operate automatically over the fires area of origin, even if you're not home, releasing water directly over the source of heat while simultaneously sounding an alarm. Fire sprinklers keep fires small. In most cases, fires are controlled with one or two sprinklers.

Buyer's Initials: SLG _____



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Do sprinklers go off accidentally?

It is possible for a sprinkler to discharge accidentally but it rarely happens. In fact, if a sprinkler is not subjected to freezing, overheating, or mechanical damage, loss records show that only 1 in 16,000,000 sprinklers per year will open accidentally.

What about sprinkler aesthetics?

Sprinklers are no longer the "ugly things hanging from the ceiling." Due to advances in sprinkler technology, sprinklers look better than ever, if you can see them at all. Sprinklers can be concealed in ceilings out of sight until needed to extinguish a fire. They are available in a wide range of sizes and colors to blend into the background of almost any room. Many realtors are boosting sprinkler systems as a desirable feature (which it is!) when selling homes.

What about water damage?

Water damage due to sprinkler activation is often grossly exaggerated due to comparisons made to small fire losses thanks to the sprinklers. Actually, the water discharged by the fire department is typically ten to hundreds of times greater than that discharged from the sprinklers. During a fire only the sprinkler(s) closest to the fire are activated limiting the total amount of water needed to suppress a fire.

What are the benefits?

Aside from the obvious property and life saving benefits, many insurance companies offer discounts to homeowners that have homes with fire sprinkler systems installed. The discount recommended by the Insurance Services Offices in most states is 13% for a 13D system, and an additional 2% if smoke detectors are also provided. This discount is from the total homeowner's premium, not just the fire portion. Although no specific data is available, a fire sprinkler system should also increase the resale value of your home. At the very least it will be an added benefit to the prospective buyer.



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Residential Fire Sprinkler Inspection Guide

Home fire sprinkler systems are on-duty all the time and have proven to be one of the most effective devices for saving life and property. The statistics of fire sprinkler system effectiveness is extraordinary. Whereas fire sprinklers are the silent knight and literally maintenance free, they do require some periodic inspections and maintenance. The following is a guide to assist you with inspecting your sprinkler system. The good news is, you can do all of this yourself.

Every month:

Visually check the sprinkler system monthly. This check is to make certain that nothing obstructs the sprinklers, which would interfere with their water spray pattern. Walk around your home and:

- Be sure nothing is hanging from sprinkler heads.
- Be sure no sprinkler heads have not been painted including overspray.
- Be sure there are no obstructions within 18 inches in any direction of the sprinkler head.

Two times a year:

When you change your clocks and when you change your smoke detector battery, give your fire sprinkler system a quick check also.

- Be sure the fire sprinkler system pressure gauge is working (the pressure gauge is located in the same location as your domestic water system pipe where it enters the house). Generally the pressure should read between 40 and 75 PSI. If pressure is lower, contact a licensed fire sprinkler installer. If the system is higher, conduct a flush test (see below) and see if the pressure drops to normal range. Note, before you do any test on the fire sprinkler system, be sure the system is not wired to your in-home fire/security alarm system. If it is, put the fire alarm in test mode.



Residential Fire Sprinkler System Guide to Fire Sprinkler Systems and Maintenance



- Open the inspectors test valve located right where the water supply for the fire sprinkler system is. This will usually be where the water service enters the house (i.e. - utility closet, basement, laundry room, etc.). This test valve will usually discharge into a floor drain located near the inspectors test valve . Some systems may have a remote inspector's test valve at the remote end of the sprinkler system. In either case, let the water flow for about a minute. Be prepared, two things will happen: Water will come out in force (you might get wet and it may damage landscaping slightly if discharged outside) and secondly within zero to 90 seconds, a bell will ring or your smoke detectors will operate in the alarm mode. The bell and/or smoke alarms will automatically turn off when you are done flushing the system and close the inspectors test valve.
- In the area where the water service enters your residence is usually where you will find the sprinkler system "riser" and sprinkler system controls. There will be a red box with spare sprinkler heads. Check to be sure there are at least six sprinkler heads and a sprinkler wrench. There should be at least one of each type of sprinkler head that is installed in your home included in this box.

A couple of other notes:

- If the testing and inspection of your sprinkler system is something you are not interested in performing, a licensed sprinkler contractor may be contacted to perform the test (for a fee) for you .

If you want to modify your sprinkler system, make certain the work is done by a licensed sprinkler contractor. This is a life safety item engineered specifically for your house size and type. Modifications could render it useless. Before performing any modifications on your sprinkler system a permit is required from the Village of Wheeling Fire Prevention Bureau .

Any deficiencies found during the sprinkler system test should be serviced by an Illinois licensed fire sprinkler contractor.

- In 2001, Omega Sprinklers issued a recall of its sprinkler heads. Although the deadline has passed to have the sprinklers replaced for free under the recall, owners of Omega sprinklers are encouraged to have their sprinklers heads checked and/or replaced.



Residential Fire Sprinkler System Guide to Fire Sprinkler Systems and Maintenance



Don't forget to regularly check your smoke alarms and carbon monoxide alarms too!

Additional information may be obtained from the National Fire Sprinkler Association at <http://www.nfsa.org/index2.htm>

Lastly, if you have any questions at all, please do not hesitate to contact the Village of Wheeling Fire Department, Fire Prevention Bureau at 847-459-2669.

**AMENDMENT NO. 2 TO PURCHASE AND SALE AGREEMENT, ESCROW INSTRUCTIONS
AND RECEIPT FOR DEPOSIT**

Escrow No.:

Community: **Pacific Jasper Lot 200 / Tract: 16677**

Address: **13898 Hidden Pines Ct Victorville, CA**

THIS AMENDMENT NO. 2 TO PURCHASE AND SALE AGREEMENT, ESCROW INSTRUCTIONS AND RECEIPT FOR DEPOSIT ("**Amendment**") is made and entered into this **04/12/2025** by and between **Mojave, HM**, a California limited liability company ("**Seller**"), and **Victor Valley Family Resource Center** ("**Buyer**"), with reference to the following:

A. Seller and Buyer have entered into that certain Purchase and Sale Agreement, Escrow Instructions and Receipt for Deposit with respect to the above-referenced Property (the "**Agreement**").

B. Seller and Buyer desire to amend and modify certain terms of the Agreement as hereinafter set forth.

NOW THEREFORE, Seller and Buyer hereby amend the Agreement as follows; provided, unless otherwise defined herein, the capitalized terms used herein shall have the same meaning defined in the Agreement.

1. Amendments. This amendment replaces and supersedes in their entirety the following amendments to the Agreement: The Agreement is hereby amended as follows:

(a) **Victor Valley Family Resource Center, agrees to become a vestee in the above-numbered escrow, and acknowledges that he/she/they has received, read, approves, and agrees to be bound by the original escrow instructions dated and all amendments thereto, and will hand you all documents and funds necessary to close said escrow.**

Escrow holder is authorized and instructed to change any and all documentation necessary to reflect said vesting change over signatures thereon, if applicable.

Sharon Green, hereby waives any and all right, title and interest in and to the subject property.

Funds currently on deposit in the amount of \$5,000.00 shall remain on deposit for the credit of ALL Buyer's stated above.

In the event of cancellation of this escrow, funds to be returned to non-defaulting Buyer, if any, less costs, if any, shall be returned to Buyers as stated herein.

(b) All other terms to remain the same.

2. Incorporation of Recitals. The above Recitals are incorporated by reference as though fully set forth in the body of this Amendment.

3. Ratification. The Agreement, as hereby amended, is and shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects. The execution and delivery of this Amendment shall not operate as a waiver of or, except as

expressly set forth herein, an amendment of any right, power or remedy of either party in effect prior to the date hereof. Each party represents and warrants to the other that the Agreement, as hereby amended, is in full force and effect and continues to be the legal, valid and binding agreement and obligation of such party enforceable in accordance with its terms, as modified hereby.

4. Counterparts. This Amendment may be executed in any number of duplicate counterparts, all of which shall constitute an original of this Amendment for all purposes. The parties agree to accept telefaxed signatures of this Amendment as originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

<u>Sharon Green</u>	4/12/2025		
<u>Victor Valley Family Resource</u>	Date		Date
<u>Center Sharon Green, Executive</u>			
<u>Director</u>			
	Date		Date

SELLER:

Mojave, HM
a [California/Delaware] limited liability company,
by Pacific Communities Builder, Inc.,
Its Manager

By: _____
Authorized Signer Date

Marion Ramirez 4/12/2025
Marion Ramirez, Agent Date