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**EASTMARK®**  
**A PLANNED COMMUNITY**  
**City of Mesa, Arizona**

**MASTER DISCLOSURE STATEMENT**

**DMB MESA PROVING GROUNDS LLC**  
7600 East Doubletree Ranch Road, Suite 300  
Scottsdale, Arizona 85258

February 1, 2014

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Our desire is for you to be an extremely satisfied customer. An important part of your satisfaction is in knowing as much as possible about your new lot or home and community. We offer this basic information statement as a service and protection for you, the Buyer.

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THIS IS AN IMPORTANT DOCUMENT. WE REQUIRE THAT YOU SIGN THE LAST TWO PAGES (“BUYER(S) ACKNOWLEDGEMENT OF RECEIPT”) AS AN INDICATION THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD THIS DISCLOSURE. THE INFORMATION IN THIS DISCLOSURE IS CURRENT AS OF THE DATE SET FORTH ABOVE. INFORMATION CAN CHANGE RAPIDLY; THEREFORE, YOU ARE ENCOURAGED TO CALL YOUR BUILDER’S SALES OFFICE, AS WELL AS THE APPLICABLE GOVERNMENTAL AND PUBLIC AGENCIES, REFERENCED IN THIS DISCLOSURE AND IN THE PUBLIC REPORT PROVIDED TO YOU BY YOUR NEIGHBORHOOD OR OTHER BUILDER FOR THE MOST UP TO DATE INFORMATION.

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**EASTMARK COMMUNITY  
MASTER DISCLOSURE STATEMENT**

February 1, 2014

Welcome to Eastmark (the “**Community**”). We are pleased that you (“**Prospective Buyer**”) have decided to purchase a home or lot in our Community. DMB Mesa Proving Grounds LLC is the master developer and founder of the Community (“**Founder**”). If you are purchasing a new home, the home will be or has been constructed and sold by one of several neighborhood builders in the Community (“**Neighborhood Builders**”), and will be sold by their respective Arizona licensed brokers and salespersons.

This Master Disclosure Statement (“**Disclosure**”) discloses to you various matters that might affect your decision to purchase a new home in the Community (please see below for “*Important Notice to Resale Buyers*”). Please read it carefully prior to signing any documents. Because much of the information included in this Disclosure has been obtained from other sources (e.g., governmental and other public agencies, public records, etc.) and because the information is subject to change for reasons beyond our control, we cannot guarantee the accuracy or completeness of any information disclosed. After the closing on your lot or home, future updated Disclosures will be provided only to purchasers of new homes offered by Neighborhood Builders, and the Founder is not otherwise responsible for advising you of any changes. You should independently verify the information regarding any matter of concern to you. We also recommend that you visit the Community and drive around the general vicinity surrounding the Community on several occasions on different days and at different times to familiarize yourself with physical and other conditions to determine whether there are material factors that might affect your decision to purchase a home or lot in the Community. Since we cannot predict every circumstance that may be material to you as the Buyer, you must satisfy yourself about the decision to purchase a home or lot by independently investigating all matters of concern to you.

As part of your purchase of a home in the Community, you will receive a purchase agreement and other documents related to this transaction (collectively, the “**Purchase Documents**”). This Disclosure is not intended to be a substitute for your Purchase Documents, and it does not amend, modify or supersede your Purchase Documents. If there is an inconsistency regarding the terms of your transaction between your Purchase Documents and this Disclosure, unless otherwise expressly provided herein, your Purchase Documents will control. Prior to entering into your purchase agreement, you will also receive various disclosures (collectively, the “**Community Disclosures**”) and, if you are purchasing a new home, you will receive the Arizona Subdivision Public Report (and any amendments thereto) for your subdivision (“**Public Report**”) prepared and provided by the Neighborhood Builder from whom you are purchasing your new home. Your Neighborhood Builder will be identified as the “Subdivider” and the Founder will be identified as the “Master Developer” in such Public Report. The Founder reserves the right to add additional residential communities, Neighborhood Builders, and other Builders to the Community in the future in accordance with the Community Plan or any amendments thereto. This Disclosure provided on behalf of the Founder is not intended to limit or otherwise replace or affect in any manner the provisions of your Purchase Documents, the Community Disclosures, Governance Documents (as defined below) or Public Reports but, rather, this Disclosure should be consulted to determine the Founder's position on important issues current only as of its effective date.

*Except as otherwise noted, all capitalized terms in this Disclosure shall have the meaning given them in the Declaration and any supplements thereto (as such terms are defined below) including that the term “Unit” as used herein refers to the land, if any, which is part of the Unit as well as any structures or other improvements on the Unit. The terms “we” or “us” shall refer to the Founder. The term “you” shall refer to Prospective Buyer, as defined above. The term “owner” or “Owner” shall refer to the party(ies) holding*

*title to the referenced residential Unit/Lot within the Community or other residential or commercial real property in which the term is used.*

For brochures that will help you, the Prospective Buyer, make informed decisions on which kind of mortgage is best for you, you may visit the NATIONAL ASSOCIATION of REALTORS® (NAR) web site brochure page at [www.realtor.org/housopp.nsf/pages/mortgages](http://www.realtor.org/housopp.nsf/pages/mortgages).

1. **COMMUNITY:** The Community is a planned multi-use development located on a total of approximately 3,154 acres and is planned as a multi-phased development in the City of Mesa (“**City**”), Maricopa County (“**County**”), Arizona. The Community is bounded by Elliot Road to the North, Williams Field Road to the South, Signal Butte Road to the East and Ellsworth Road to the West. The land was originally part of the General Motors Desert Proving Grounds, which was a vehicle testing facility. The Community is planned to include a multitude of residential neighborhoods of varying density, mixed use retail, commercial, medical and office space, a resort hotel with convention space, one or more hotels, golf courses, manufacturing use, light industrial uses, employment uses, university campus and associated dormitory uses, houses of worship, public, private and charter schools, parks, civic, public and other uses including but not limited to open space and roads. Construction is currently underway for residential and commercial development and additional facilities will occur within the Community over a phased period of time. If developed as planned, the Community will be developed in a series of phases over a period of years.

2. **DEVELOPMENT PLAN:** The development plan allows for a total of 15,000 residential dwelling units, both for sale and rental units of varying density plans, plus the potential for a total of 20 million square feet of non-residential development such as commercial, educational, retail, civic, office, resort (up to 6,000 resort/hotel rooms), retail and flex/industrial space. The zoning entitlements (the “**Community Plan**”), are contractually guaranteed for a period of fifty (50) years through an approved Development Agreement with the City. There are very few use restrictions throughout the Community Plan, thereby providing maximum flexibility for developing the property with multiple uses in different locations on the site and which can change or redevelop over time. Importantly, the zoning entitlement allows for residential and non-residential uses on all 3,154 acres (with a couple minor exceptions), allows land uses to be mixed throughout the property and includes relatively few limitations on building height therefore allowing significant land use density and intensity. A master land use plan which shows land uses with specificity does not exist for the property but rather the ultimate land uses are considered and approved on an ongoing basis. In other words, the new zoning is “form based”, rather than “use based” and it encourages the development of a connected and pedestrian oriented community. Given the inherent flexibility of the zoning framework, decisions on the type and location of uses are determined on an on-going basis as they are actually proposed. As currently planned, residential neighborhoods in the Community could contain various product types, including non-residential uses along with a diverse mix of housing types, styles and sizes including single family attached and detached homes, active adult/age restricted housing, multi-family homes, condominiums and apartments.

Future development of the Community and surrounding properties is subject to change and cannot be predicted with accuracy, including that the Founder cannot guarantee that the Neighborhood Builders will construct the number or types of residential dwellings currently planned or that all the residential dwellings planned for the Community will ultimately be built. Age-restricted communities may also be included. The actual number and types of homes built in the Community will be determined by the size of the lots that are platted in future phases and other factors (including, but not limited to, market conditions or other conditions, including the sale of portions of the property or the acquisition of additional property as well as future redevelopment. Additionally, the establishment and operation of nonresidential uses, including educational, retail, commercial, office, employment, industrial, resort, golf and service uses, are subject to residential population thresholds and other factors including, but not limited to, market conditions. The

Founder reserves the right to make changes in the proposed land uses, improvement plans, street patterns and types, architectural styles and designs, size of residences, and the characteristics of other improvements to be built and there can be no assurance that the Community or the subdivision in which your home or lot is located will be developed as proposed, including that the Founder makes no representation as to the timing, location, nature or existence of any residential or nonresidential use. Plans for common areas and open space surrounding residential areas may be affected by such changes, some or all of which may be outside of Founder's control now or in the future. The Founder makes no representation regarding how the property not owned by the Founder within and surrounding the Community or any subdivision will be used or developed. Existing and/or proposed uses and zoning of adjacent property are subject to change and are not within the Founder's control. Also, the Founder reserves the right to sell portions of the property remaining in the Community to one or more other developers who may have the right to request changes in the development plan or lease portions of the property remaining in the Community for permitted uses (including, but not limited to, grazing of livestock or other agricultural uses). Federal and Arizona State law permits assisted living facilities within planned communities, including residential homes utilized for assisted living. These facilities, if and when constructed, will nevertheless need to comply with the Governance Documents (as defined below) for the Community, as well as any applicable local codes, rules and regulations. You are advised to obtain a copy of the recorded map and correction documents, if any, from the Seller of your home and note all easements, restrictions and statements contained therein. If of interest, you should contact the City Development and Sustainability Department at (480) 644-4273 for up-to-date zoning or uses for adjacent lands.

**NOTICE TO RESALE BUYERS:** Land use designations and all other information contained in the Public Report originally prepared by the initial Subdivider for your home's particular subdivision is current only as of the date of the issued Public Report filing or any amendment thereto. Consequently, no assurance can be given to any resale buyer in the Community that any information contained in a Public Report (including a Public Report viewed on the Arizona Department of Real Estate's web site at [www.azre.gov](http://www.azre.gov)) including, but not limited to, information regarding assessments, fees, development plans, schools, utilities, zoning, title exceptions or uses for adjacent land is still accurate and up-to-date and has not otherwise changed since initially described in the Public Report. **Resale buyers should, therefore, make all inquiries of interest to obtain the most accurate and up-to-date information on matters addressed in any Public Report reviewed prior to purchasing a resale Unit.**

3. **DEMOLITION AND REMEDIATION:** Demolition, recycling and reuse operations are currently underway to remove approximately 430,000 square feet of buildings and structures and 75 miles of asphalt previously used as testing tracks and roadways. The demolition, recycling and reuse operations are anticipated to be completed by 2017. While the work is in progress, some of the materials removed as part of the demolition, recycling and reuse operations will be temporarily stored on a 150-acre site within the Community located at the northeast corner of Ray Road and Ellsworth Road.

Some of the buildings being removed contain asbestos laden materials. A comprehensive asbestos survey and asbestos abatement plan has been completed for the Community and approved by the County. Asbestos abatement operations are ongoing with qualified professionals and consistent with applicable regulations. This abatement is expected to be completed in 2017.

Please refer to Section 33 regarding remediation of a solid waste landfill and borrow pit and additional remediation disclosures.

4. **GOVERNANCE DOCUMENTS:** Your home will be subject to the following documents, which may be amended or supplemented from time to time (collectively, the "**Governance Documents**"):

- a) The Articles of Restatement of the Eastmark Community Alliance, Inc. dated and filed January 12, 2012;
- b) The Bylaws of the DMB Mesa Community Alliance, Inc. adopted July 13, 2011, as amended August 15, 2012;
- c) Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Eastmark, recorded on February 6, 2013, as Instrument No. 2013-0122018, and re-recorded on March 8, 2013, as Instrument No. 2013-0217662 in the Official Records of the County, together with all duly adopted amendments and supplements relating thereto (collectively, the “**Community Alliance Declaration**”);
- d) The Articles of Incorporation of the Eastmark Residential Association, Inc. dated and filed January 26, 2012 and filed February 21, 2012;
- e) The Bylaws of the Eastmark Residential Association, Inc. adopted June 13, 2012;
- f) Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Eastmark Residential Community, recorded on February 6, 2013, as Instrument No. 2013-0122019, and re-recorded on April 30, 2013, as Instrument No. 2013-0391883 in the Official Records of the County, together with all duly adopted amendments and supplements relating thereto (collectively, the “**Residential Declaration**”);
- g) The Articles of Incorporation of Eastmark Community Assembly, Inc. dated and filed January 26, 2012, and refiled February 24, 2012;
- h) The Bylaws of Eastmark Community Assembly, Inc. adopted June 13, 2012;
- i) Amended and Restated Community Recreation Covenant, recorded on February 6, 2013, as Instrument No. 2013-0122020 in the Official Records of the County, together with all duly adopted amendments and supplements relating thereto (collectively, the “**Community Recreation Covenant**”);
- j) Supplemental Declarations recorded from time to time related to subdivided residential lots;
- k) Residential Design Guidelines

The Governance Documents are available for your inspection in the sales office of the Neighborhood Builder or other Builder from whom you purchase your new home or lot, and in the case of resale lots or homes, from the Association through delivery by your title company). The Governance Documents should be provided to you prior to the purchase of your new home or lot or during the escrow period prior to the purchase of your resale home or lot. In addition, the Governance Documents are made available to home and lot owners on the Community’s web portal described below.

5. COMMUNITY ALLIANCE: Eastmark Community Alliance, Inc., an Arizona nonprofit corporation (“**Community Alliance**”) is responsible for the operation, administration, maintenance, repair and replacement of all of the improvements within the Eastmark Community Alliance’s responsibility, and to levy and collect assessments, fees or other charges, and enforce the covenants, conditions and restrictions set forth and in accordance with the provisions of the Community Alliance Declaration. Eastmark Community Alliance, Inc. is governed by a Board of Directors. Each owner shall have at least one (1) Membership in the Community Alliance. Memberships are noted, per Section 2.2 of the Community Alliance Declaration as follows:

- Office Properties – Each owner of Office Property will receive one (1) Membership for each 2,000 square feet of Office Property.

- Retail Properties – Each owner of Retail Property will receive one (1) Membership for each 1,000 square feet of Retail Property.
- Hotel Properties – Each owner of Hotel Property will receive one (1) Membership for each 5,000 square feet of Hotel Property.
- Apartment Properties – Each owner of Apartment Property will receive one (1) Membership for each four (4) apartment units of Apartment Property.
- Residential Properties – Each single subdivided lot or condominium unit shall have one (1) Membership.

Each owner shall be entitled to one (1) vote for each Membership allocated to the owner. If more than one person owns a property, those persons shall designate one such person as the voting representative for that property in a notice to be delivered to the Board of Directors.

To fund the Community Alliance's responsibilities, certain assessments are payable to the Community Alliance: a Regular Assessment (currently \$50.00 per Unit per month), and Special Assessments and Specific Assessments. For more information on the establishment and responsibility for payment of assessments, fees and other charges by the Community Alliance, please refer to the Community Alliance Declaration.

All of the Community Alliance fees and assessments are payable commencing as of the date you close the purchase of your home or lot and shall, at a minimum, be equal to a proration of the current closing quarter's assessments plus the full assessments for the following quarter. As described in the Governance Documents, there may be limited exemptions to certain fees and assessments and the Community Alliance may establish additional fees for services. Payment of assessments in a timely fashion is recommended to avoid penalty fees, liens, and all other enforcement actions permitted by the Governance Documents and applicable law.

In addition to being a member of the Community Alliance and being obligated to pay fees and assessments to the Community Alliance, your subdivision will have a residential association that may levy additional fees and assessments for other additional services provided. Neither the Founder nor the Community Alliance has control over the establishment, or collection, of any additional fees and assessments levied by a residential association. Your Purchase Documents entered into directly between you and your Neighborhood Builder or other Builder will describe your residential association.

6. **COMMUNITY ASSEMBLY:** Eastmark Community Assembly, Inc., an Arizona nonprofit corporation ("**Community Assembly**"), exists to provide education, coordinate with and assist with volunteers and Community clubs. All owners of residential real property in the Community automatically become members of the Community Assembly upon acquisition of a Unit. The Community Assembly is governed by a Board of Directors, the members of which are appointed by the Founder during the Founder Control Period. To fund the Assembly's activities and responsibilities, an assessment is payable to the Community Assembly (currently \$10.00 per Unit per month). The assessment is payable commencing as of the date you close the purchase of your home or lot and shall, at a minimum, be equal to a proration of the current closing quarter's assessments plus the full assessments for the following quarter.

A Builder Community Recreation Program Fee and Recreation Fee have been established for use in the operations and programs by the Community Assembly. Transfer of title to any Residential Property by the Builder incurs a Builder Community Recreation Program Fee in the amount of \$250. This Builder Community Recreation Program Fee is established in accordance with the Section 4.7 of the Community Recreation Covenant, as set annually by the Board of Directors. The Recreation Program Fee is payable by



the seller upon any sale or other equivalent transfer of Parcel or Unit and will not exceed one percent (1%) of the Gross Selling Price. Exemptions from the Recreation Program Fee include:

- a. By or to any Community Alliance Declarant Party, Residential Declarant Party or Community Assembly Declarant Party;
- b. By or to the Community Alliance, the Residential Association or the Community Assembly;
- c. By or to a Builder (as Defined in the Residential Declaration) who takes or holds title solely for purposes of development and resale;
- d. By a co-Owner to any Person who was a co-Owner immediately prior to such transfer;
- e. To a family trust or a family limited partnership controlled by the transferring Owner, or to the transferring Owner's estate, surviving spouse, or child upon the death of the transferring Owner;
- f. To a trust, partnership, corporation, or other entity if at the time of the transfer such entity is wholly-owned (directly or indirectly) by the transferor or by such transferor and his or her spouse and/or children;
- g. By any trust, partnership, corporation, or other entity to any Person that is the 100% (direct or indirect) equity owner of the transferor (including the spouse and/or children of such equity owner, if applicable); or
- h. To an institutional lender or other Person that makes loans secured by real property in the ordinary course of business, pursuant to the granting of a Mortgage or the foreclosure of a Mortgage (or trustee sale or deed-in-lieu of foreclosure).

Provided that, in the case of a pending transfer described in subsections (e), (f) and (g), the exemption shall not apply if any preceding transfer of title to the Residential Property by or to the transferor or transferee in the pending transfer (or any Affiliate of either) was exempt pursuant to Section 4.2.2 of the Community Recreation Covenant. For more information on the establishment and responsibility for payment of assessments, fees and other charges by the Community Assembly, please refer to the Community Recreation Covenant.

7. RESIDENTIAL ASSOCIATION: Eastmark Residential Association, Inc., an Arizona nonprofit corporation (“**Association**”), exists to own, operate and/or maintain various common areas and community improvements and to administer and enforce the covenants, conditions and restrictions set forth in the Residential Declaration, including collecting assessments, fees or other charges levied by the Association against members of the Association. All owners of residential real property in the Community automatically become members of the Association upon acquisition of a Unit. The Association is governed by a Board of Directors, the members of which are appointed by the Founder during the Founder Control Period. As a member of the Association, you will have a right to vote (one vote per Unit, regardless of the number of members within the household) and, for purposes of exercising your voting right, owners may be grouped into Neighborhoods and Election Districts, with the goal of implementing a representative voting system for all matters to be voted on by members of the Association. To fund the Association's activities and responsibilities, certain assessments are payable to the Association: a Regular Assessment for the Association (currently \$25.00 per Unit per month), Service Area Assessments (levied to pay expenses incurred for benefits or services provided by the Association with respect to certain portions of the Community that are not common to all owners in the Community), and Special Assessments and Specific Assessments. In addition, a one-time working capital start-up fee is required to be paid by the first retail buyer of a Unit other than the Founder, a Neighborhood Builder or other Builder in the amount of one-quarter (1/4) of the annual Regular Assessment (calculated at  $\$25.00 \times 12 = \$300/4 = \$75$  currently). All of the Association fees and assessments are payable commencing as of the date you close the purchase of your home or lot and shall, at a minimum, be equal to a proration of the current closing quarter's assessments plus the full assessments for the following quarter. The Association may also charge use and consumption fees to any person using Association services or facilities. For more information on the

establishment and responsibility for payment of assessments, fees and other charges by the Association, please refer to the Residential Declaration.

8. INTELLECTUAL PROPERTY RIGHTS: The Founder owns the exclusive rights to the state and federally registered “Eastmark®” mark, name, logos and indicia (collectively referred to as the “**Eastmark Marks**”), with all rights reserved. The purchase, lease or sale and related marketing of any property located in the Community does not give any buyer, seller, brokerage, agent of the buyer or seller, or tenant the right to use the Eastmark Marks or any of Founder’s copyright protected materials or works. The use, creation, registration and/or application to register any mark, name, domain name, e-mail address, designation, club name, business name, photograph, drawing, vanity license plates, newsletter, magazine publication, entity name (even if such entity is created for the sole purpose of designing, constructing, marketing, owning, leasing, selling or providing any other services to a lot or home within the Community) or any other identifier of source that is comprised of or incorporates the Eastmark Marks or are confusingly similar to the Eastmark Marks, for any purpose whatsoever, is strictly prohibited without the prior written authorization of the Founder, which can be withheld at the Founder’s sole discretion. The Founder’s marketing and promotional materials, photographs, images, text, renditions and floor plans, Fact Sheets, architectural plans and drawings, web sites, the contents thereof and any other materials or works (including, but not limited, to the entire contents of this Disclosure), whether in print or online, are strictly protected under copyright law. Notwithstanding any and all costs and fees actually incurred by you/your business or your potential ability to secure any of the foregoing from any local or state agency, domain name provider, etc. in violation of the Founder’s rights in the Eastmark Marks, any violation of this provision will constitute an intentional and willful violation of the Founder’s rights and shall subject such individuals to full enforcement and penalties allowed by law.

9. MANUFACTURING AND INDUSTRIAL USES: Apple Inc., a California corporation (“**Apple**”), recently purchased a manufacturing building, which consists of approximately 133 acres located at the southwest corner of Elliott Road and Signal Butte Road at the northeastern boundary of the Community. Apple Inc. purchased the vacant manufacturing building from First Solar for its supplier, GT Advanced Technologies Inc. The facility will be used as a manufacturing plant whereby GT Advanced Technologies Inc. will manufacture high-tech glass for Apple products. Homes adjacent to the Apple facility may be subjected to increased lighting, noise, dust and additional pedestrian and vehicular traffic associated with the operation of light industrial facilities.

10. RETAIL AND ENTERTAINMENT USES: The first commercial district at Eastmark is currently being planned at the northeast corner of Ellsworth and Ray Roads. The 45-acre mixed-use property will be developed in multiple phases and is anticipated to provide retail, services, amenities, entertainment and office spaces. This first phase is anticipated to include a grocery anchored neighborhood center and will be available no later than 2016. The second phase will be designed to complement the first phase and the needs of the Grand Canyon University campus.

11. RESORT PROPERTY: An approximately 335 acre parcel located along the northern boundary of the Community is currently planned for resort properties, which could include hotels, convention centers, and other hospitality facilities. Homes adjacent to the resort property, if developed, may be subjected to increased lighting, noise, dust and additional pedestrian and vehicular traffic associated with the operation of such facilities.

a. Gaylord/Marriott: Eastmark Commercial Holdings I LLC, a Delaware limited liability company, as successor to Gaylord Mesa, LLC, a Delaware limited liability company (“**Gaylord**”) has entered into a Pre-Annexation Development Agreement between the City of Mesa, Arizona, an Arizona municipal corporation and DMB Mesa Proving Grounds, LLC, a Delaware limited liability company, to purchase 100 acres from Founder for the purpose of constructing a 1,200 room full-service, first-class resort hotel and

convention center facility along with other hotel-related improvements. The property will be located along the northern portion of the Community, and will allow for expansion of up to 4,000 hotel rooms. Construction is anticipated to begin December 2016 with an estimated completion date for the facilities December 2018. Accuracy of construction dates (begin/end) are not guaranteed and all such plans remain subject to change.

12. COMMUNITY FACILITY DISTRICTS: The majority of property within the Community will be located within the boundaries of Eastmark Community Facilities District No. 1 (“**District 1**”), which is formed to finance the construction and acquisition of public infrastructure that benefits the Community. District 1 is planned to include most of the residential land, and certain other property, within the Community. The District intends to finance public infrastructure through a general obligation property tax, which will support the issuance of general obligation bonds and finance certain operation and maintenance obligations relating to the infrastructure, and special assessments, which will support the issuance of assessment bonds. The existence of the District will have a beneficial impact on property owners in District 1 because the ability to utilize District financing tools allows the construction of certain public infrastructure to occur earlier than would otherwise be possible and, in some cases, will provide infrastructure amenities that otherwise might not be available. Property owners in the District will also benefit from having higher quality improvements that will be maintained to a higher standard than would otherwise be the case. Each owner of a Unit will participate in the repayment of the bonds in the form of the general obligation tax and special assessments, which appear on each owner’s annual property tax bill. These obligations, like your other property tax liability, may be deductible from federal and state income taxes (however, you should consult your tax professional for further information). In the case of new sales, your Neighborhood Builder should provide you with a disclosure statement which sets forth additional specific information regarding the District, including but not limited to, an estimate of the amount of the general obligation taxes and special assessments which may be levied against your home or lot and which you will be required to sign prior to closing the purchase of your new home or lot.

13. PUBLIC SCHOOLS: There are two public school districts for the Community: Queen Creek Unified School District #95 (“**Queen Creek**”) and Gilbert Public School District (“**Gilbert**”). Students within the Community will attend schools located in either Queen Creek or Gilbert districts, generally depending on the location of the property. School district charter schools and non-district charter schools and/or private schools may also be located in the community.

The school enrollment policy falls under the purview of the state of Arizona and is subject to change and outside of the Founder’s control. Transportation to and from the school for which open enrollment is requested is the responsibility of the parent/guardian. Please contact the individual school for more detailed information.

School assignments are subject to change. You should contact the applicable school district for verification of schools and school bus schedules and availability. The school districts determine if, when or where additional schools are to be built as well as which schools will service the Community. This determination is based, among other things, on the school districts’ periodic analysis of need. Such analysis may affect if, when and what a school district may build on the school sites located within the Community. The Founder makes no representation as to what, if anything, may or will be built on these or any other designated school site located within the Community. Designation as a school site does not guarantee that the site will be developed by a school district as a school; i.e., a site may be developed by a school district for other purposes such as an administrative center or other facility or sold to a third party by the school district or by Founder if the site is not desired by the school district or another site is offered and accepted. For further information, including the potential future schools that will be designated for the Community, you may contact:

Queen Creek Unified School District (480) 987-5935  
Gilbert Public Schools (480) 497-3300

[www.qcusd.org](http://www.qcusd.org)  
[www.gilbertschools.net](http://www.gilbertschools.net)

Although there is no substitute for an onsite visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet. Additional information regarding public and charter schools and districts can also be found at [www.ade.state.az.us/schools/schools/districts.asp](http://www.ade.state.az.us/schools/schools/districts.asp), [www.greatschools.net](http://www.greatschools.net) and [www.sfb.state.az.us](http://www.sfb.state.az.us).

14. PRIVATE AND CHARTER SCHOOLS:

a. BASIS Mesa. BASIS Mesa is a nationally renowned charter school that opened their doors to incoming students in August 2013 serving Grades 5-10. In 2014, BASIS Mesa will be offering Grades 4-11; Grade 12 will be added by 2015. BASIS Mesa may also add K-3 in the future. Please contact BASIS Mesa at [www.basismesa.org](http://www.basismesa.org) for more detailed information.

b. Sequoia Pathfinder Academy at Eastmark. Pathfinder Academy at Eastmark is an Edkey charter school that focuses on STEM (science, technology, engineering and math) principles. Classes will begin in August 2014, and the four-acre campus will accommodate up to 400 students. Please contact Pathfinder Academy at Eastmark at [www.sequoiapathfinder.org](http://www.sequoiapathfinder.org) for more detailed information.

15. COLLEGES AND UNIVERSITIES:

a. Grand Canyon University**Error! Bookmark not defined.** Grand Canyon University is planning to construct a university campus on approximately 100 – 160 acres located generally east of Ellsworth Road, north of Point Twenty-Two Blvd. and west of The Eastmark Great Park. The University campus is planned to include office and administration space, classrooms, labs, library, student union, student dorms, recreation fields and parking. Construction is anticipated to commence in 2014 with an opening date of 2015. More information about Grand Canyon University can be found at [www.gcu.edu](http://www.gcu.edu)

16. COMMUNITY CENTER, VISITORS CENTER AND NEIGHBORHOOD SALES FACILITIES:

The Founder has designed and constructed a private Community Center for the residents of the Community called The 'Mark™ (the "**Eastmark Visitors and Community Center**"). A portion of the Eastmark Visitors and Community Center will be utilized temporarily as a visitors center for prospective buyers at the Community, and a portion of the Eastmark Visitors and Community Center is currently being utilized temporarily by Grand Canyon University as an information center. The Eastmark Visitors and Community Center and other model home and sales facilities utilized by the Founder and the Neighborhood Builders, will remain open during the active sales period for homes and lots that are the subject of these facilities. Residents living adjacent to or near the Eastmark Visitors and Community Center or other model home and sales facilities, may be subjected to increased light, noise, dust and additional pedestrian and vehicular traffic. Additionally, these facilities may include bathroom facilities, trap fencing, parking areas, signage and other improvements typically associated with the use and operation of such facilities. Once new home sales activities are terminated in the Community, the Eastmark Visitors and Community Center will be converted for Community use.

17. THE EASTMARK GREAT PARK: A major amenity within the Community is The Eastmark Great Park™ (the "**Park**"), which is a public park planned to be approximately 106-acres in size at completion, including 16 acres designated for a municipal amenity. The public Park is planned to include both programmed active and passive uses. The first approximately 10-acre phase of the Park is completed and features public open spaces, a lake, riparian stream, ramada, splashpad and Palm Plaza. An Event Pavilion and large play structure are currently in development for 2014. Future phases of the Park will be completed

commensurate with the development of future phases of the community. Plans, amenities and timing are subject to change.

18. FIRE AND POLICE SAFETY PROTECTION: There may be up to two (2) permanent fire stations within the Community. The first permanent fire station will be located on not less than two (2) and no more than two and one-half (2½) acres and located in Development Unit 7 adjacent to the Park. The second fire station will be located on not less than two (2) and no more than two and one-half (2½) acres and located in a specific location mutually acceptable to the City and the Founder.

There may be a police substation in the Community. The police substation site may be located in a specific location mutually acceptable to the City and the Founder.

19. MULTIPLE USES OF UNITS: The Founder may plan future phases of the Community to include parcels within which Neighborhood Builders and other Builders may construct “**Live/Work Units**” allowing for combined residential and business uses. The business uses would take place in an office maintained within a portion of Live/Work Units. Any Live/Work Units may be used entirely for residential use but no Live/Work Units may be used entirely for non-residential use. Home-Based Businesses are permitted in the Community provided such business use takes place entirely within the Live/Work Units, such business use is generally performed with one client at a time, and such business use is consistent with applicable laws, ordinances, and regulations, and other governmental conditions of approval of the development plans of Live/Work Units. The use of any Live/Work Units for a business use shall be subject to various approval requirements of the Community Plan and the Founder and the Community Alliance. There may be additional restrictions applicable to Live/Work Units including, but not limited to, lighting, loading activities, external impacts, signs, parking and vehicular restrictions, and hours of operation. Prior to undertaking any proposed business use, the owner of Live/Work Units shall be required in all cases to submit an application to the Founder and Community Alliance and to obtain certain approvals. Additional specific conditions and requirements applicable to particular Live/Work Units will be included in a recorded Supplemental Declaration.

The District Land Use Group (“LUG”) will contain a balance between medium density residential neighborhoods, small mixed-use neighborhoods, neighborhood commercial (grocery and convenience) with parking at the front. The General Urban LUG will consist of dense residential neighborhoods, stand-alone commercial buildings, mixed-use structures and neighborhoods. Buildings will be located close to the street with parking areas behind. The Urban Core LUG will consist of high density residential, mixed-use structures and neighborhoods, stand-alone commercial buildings. Buildings will be close to the street with parking areas behind. The zoning for these LUGs contemplates the mixed-use development of retail/commercial development within a residential neighborhood.

20. ACCESS AND SECURITY: Although certain neighborhoods within the Community have or may have restricted access for privacy purposes, the Community as a whole is not gated and is not otherwise a controlled-access community. Neither the Founder nor the Community Alliance has any affirmative obligation, and we assume no legal duty to take any measures to provide security or insure the safety, privacy or security of individuals or property within the Community. The Founder nor the Community Alliance make no representation as to the effectiveness or adequacy of any measures that are, or may have been, taken voluntarily or otherwise by the Founder or any other person, including lighting installed within the Community. Periodically, the Founder and/or Builders may hire private security firms for the purpose of patrolling active construction areas. Private security firms are not responsible for patrolling residential areas; the City Police Department is responsible for patrols within residential areas.

Certain areas in the Community may be subject to on-street parking restrictions due to the requirements of local fire safety codes, street cleaning, restrictive covenants (including handicapped parking areas) or

during active construction or other activities and occurrences. These restrictions may preclude you, your tenants or your guests from parking on the street in front of or near your home at any time. Signs may be posted but parking restrictions may or may not be identified with red-painted curbs. Parking restrictions are subject to change. Vehicles parked in “no parking” zones may be towed, at the vehicle owner’s expense, without advance notice. Neither the Founder nor the Community Alliance assumes any liability for any inconvenience and penalties incurred by owners, tenants or guests for non-compliance with posted signs, marked curbs or other parking restrictions.

21. **ONGOING CONSTRUCTION AND SALES ACTIVITY:** As presently planned, the Community will be developed in a series of phases, and additional phases may be completed after you purchase your lot or move into your new home. The Community is a master-planned community in the early stages of development and subdivision and non-residential construction is underway and there is likely to be a significant amount of construction-related activity (e.g., construction traffic, hauling of construction materials) and the resulting dust, dirt, debris and noise at varying times of the day. The construction and sales of homes and/or lots in the initial and subsequent phases may cause you some inconvenience (e.g., noise and dust from construction traffic, increased noise from construction activities which may commence earlier during summer hours, travel delays due to construction traffic and prospective buyers visiting the model parks and sales offices). Further, due to ongoing construction and sales activity, public infrastructure, public and private utilities (e.g., water, electricity, telephones, cable television, sewers, storm drains, etc.) within the Community and/or servicing your home or lot may be temporarily interrupted and/or adversely affected. You must exercise extreme caution and observe all signs that may be posted when driving through a construction zone. Construction sites are inherently dangerous and it is your responsibility to supervise children under your care to prevent them from entering areas under construction without permission or supervision and you and your guests, invitees and contractors are required to comply with the applicable rules. If you enter any construction areas, with or without permission, you will be presumed to have assumed all risk of any and all injuries (including death) to any person and/or damage to any property arising from or in any way related to your entry onto your lot or other construction area, and waived any and all claims of any kind or nature against the Founder, the Community Alliance and its and their subsidiaries and related entities, and all of its and their employees, officers, directors, shareholders, contractors, subcontractors, vendors, agents, representatives, consultants, and its and their respective successors and assigns arising from or in any way related to your entry into your lot or other construction area. **In addition, by signing this Disclosure, you agree that you shall proceed at your own risk during any visit prior to move-in and you release and waive any claims against Founder, the Community Alliance and its and their subsidiaries and related entities, and all of its and their employees, officers, directors, shareholders, contractors, subcontractors, vendors, agents, representatives, consultants, and its and their respective successors and assigns, and any and all other persons or entities that could be potentially liable to you as a result of an injury which may occur during your visit to your lot or home or to any portion of the Community.**

22. **404 PERMIT:** A U.S. Army Corps of Engineers Section 404 nationwide permit was obtained for the Community. The permit authorizes the fill of the eastern earthen wash and several culverts on the Powerline Floodway. This permit was vested in March 2012 with the beginning of construction.

23. **DRAINAGE:** You must not change or interfere with the established drainage pattern(s) on your lot in a manner that would deviate from the Community master drainage plan or the approved drainage plan for your subdivision. The drainage patterns established in the Community master drainage plan and the approved drainage plan for your subdivision have been carefully developed to facilitate proper drainage from slopes and yard drainage to the street or natural swales; any interference with the established drainage patterns as initially constructed, or failure to properly maintain drainage facilities, can cause water to drain inadequately or improperly or to become entrapped within the yard area and could cause structural failure or damage to adjoining property and improvements. The drainage patterns must be maintained so as to

ensure continued proper drainage including, without limitation, clearing accumulations of silt and debris after storms and the prevention of incursion of roots and other plant growth which may damage or undermine drainage facilities and patterns. Please note that the construction of improvements, including but not limited to, pools, patios, gazebos, curbs, decks, walks or any other landscape amenity can block, alter, or modify drainage patterns, thereby requiring corrective measures be taken to insure proper water flow. You are strongly advised to consult landscape architects, geotechnical engineers and/or qualified civil engineers or contractors for advice prior to the installation of yard landscaping or any alteration to the drainage patterns. You should be aware that some of the curbs and/or gutters throughout the Community will have a continuous flow of drainage water due to ongoing irrigation of public and private landscaped areas. Special care must be taken to minimize and remediate the build-up of algae and debris on your lot that may result from such continuous water flows.

If you change or interfere with the drainage patterns established by the Community master drainage plan or the approved drainage plan for your subdivision, or otherwise fail to conform to applicable requirements, you will be deemed to have assumed all risk of any and all injuries (including death) to any person and/or damage to any property arising from or in any way related to such change, interference or failure to conform, and waived any and all claims of any kind or nature against the Founder, and the Community Alliance, and its and their subsidiaries and related entities, and all of its and their employees, officers, directors, shareholders, contractors, subcontractors, vendors, agents, representatives, consultants, and its and their respective successors and assigns arising from or in any way related to such change, interference or failure to conform. You may also be required to make all modifications necessary to your lot to conform to the Community master drainage plan and the approved drainage plan for your subdivision.

24. SOILS CONSIDERATIONS AND LOT SETTLEMENT: All soil, by its nature, exhibits some expansive and/or subsidence potential. However, based on currently available geological information with respect to ground subsidence in the County, in which the Community is located, the Community is not located within an area known for significant ground subsidence or the presence of earth fissures. Nonetheless, when soil becomes wet it is prone to expand and may cause damage by lifting and cracking improvements built on top of this soil unless adequate precautions have been designed and incorporated into their construction. When preparing to landscape your yard and construct improvements such as masonry walls and planters, slabs, walks, pools, spas, patios and other improvements, including a custom home, you must take special care to accommodate the soils conditions on your property. You will need to obtain, at your own expense, a geology and geotechnical report prior to constructing pools, spas, concrete slabs or other improvements, including a custom home, requiring excavation to ensure proper precautions and stability measures are taken and geotechnical design parameters are recommended. Water should not be allowed to pond near any structures or foundation systems, and the design and placement of landscaping and irrigation systems should be performed such that bearing soils and backfill materials are not subject to moisture infiltration or significant increases in moisture content.

In addition, lots in fill areas or in areas underlain by materials other than bedrock will generally settle over time. This settlement is a natural and predicted occurrence and should be expected throughout the Community. Due to differences in physical characteristics and the variation of the thickness of fill in different areas, as well as variable subsurface conditions, sometimes the settlement is not uniform. The difference in settlement between different areas is what is termed “differential settlement.”

For further information, you may contact the Arizona Department of Water Resources at (602) 417-2400 or visit their web site at [www.azwater.gov/dwr/](http://www.azwater.gov/dwr/).

It is your responsibility, and that of your contractors and consultants, to properly design and install any improvements which you construct so as to protect those improvements from damage due to any soil or environmental conditions that may exist on your lot.

The Founder and the Community Alliance shall have no liability or responsibility in connection with said soil or environmental conditions including, but not limited to, the repair of any cracking which may occur to improvements not installed by the Founder or any effects of differential settlement or slope creep.

**You are cautioned regarding excessive watering and/or overspray of landscape materials, particularly in close proximity to your home or any walls. Excessive watering will result in structural or other physical damage to your home or walls. Neither Founder, nor any Neighborhood Builder, nor your Builder shall be responsible for any damage to persons or property caused by the alteration of the grade and/or soils conditions by your representative. You are required to maintain lot grade and soil conditions as of the date of Closing (as defined in your Purchase Agreement). It is your responsibility to notify landscape-related providers regarding same.**

25. LANDSCAPING: The areas outside the boundaries of your lot may be maintained by the Community Alliance, Residential Association, the City or the CFD District 1 and under no circumstances are you permitted to alter, adapt or encroach into these areas. All patio area and hardscape area landscaping and hardscape not provided as part of the initial construction of your home is to be installed by you. Installation of any landscape or hardscape is to be completed within the time period outlined in the Supplemental Declaration for your subdivision. In addition, certain Streetscape areas (landscaping within the public right-of-way adjacent to homes) and the Sidewalk Landscape Area (between sidewalk and parallel to public street) is to be maintained by you. In terms of landscape planting, your soils are typically sandy or loamy, and may be low in nutrients. In some cases, you may encounter areas of high salt content or clay. Nutrients and organic amendments can be incorporated to improve existing conditions and plant materials should be selected from local nurseries that are familiar with area soils. In all cases, any improvements to your lot that are visible from neighboring properties must be submitted to and approved prior to installation by Founder or subsequent Reviewer, or the Community Alliance.

26. MAIL BOXES, STREET ADDRESSES, UTILITIES AND STREET LIGHTS: The location of mailboxes and above-ground utility structures are determined by governmental agencies and/or utility companies, not the Founder or the Community Alliance, and the location of these structures may affect your lot. In addition, street lights, signs, pedestals and vaults may be located in front of your home or lot. The Founder makes no representation as to the location of these structures.

Street addresses are determined and approved by the City in coordination with the United States Postal Service and are outside the control and responsibility of either the Founder or your Builder. At the time of execution of your Purchase Documents, while a preliminary street address may have been determined for the lot, the Founder or Builder may not have received the approved Lot Address Map. Therefore, until such approval, the final street address for a lot may change from the current determination and you are strongly encouraged not to rely on any preliminary street address. The Founder assumes no liability or responsibility for any inconvenience caused by any delay. You will be promptly informed when the final street address for your lot has been approved for use.

27. BUYER IMPROVEMENTS: All residential lots in the Community are subject to the Covenant, and each subdivision is subject to one or more Supplemental Declarations, all of which are of public record. The Covenant, Supplemental Declaration and other Governance Documents are for the protection of property values within the Community and include restrictions regarding what you may do with your lot and home. In addition, certain requirements and restrictions may exist with respect to improvements to your lot or home and with respect to utility easements and/or City rights of way on, or adjacent to, your lot. You should contact the Founder or subsequent Reviewer, or the Community Alliance, if you have any questions concerning the requirements and restrictions imposed by the Governance Documents and check with the applicable utility provider, City or other public body if you have any questions concerning utility



easements, rights of way or other requirements or restrictions applicable to improvements made to your lot or home. If any improvements constructed on your lot or to your home do not conform to approved Community plans, approved subdivision plans and, where applicable, plans for your lot or home as approved by the Founder or subsequent Reviewer or the Community Alliance, you may be responsible for removing or modifying the improvements to conform to the approved plans. You may also be subject to fines and penalties. Before commencing construction of any improvements visible from neighboring properties, please be sure to check with the Founder or subsequent Reviewer, or the Community Alliance, and, where applicable, utility providers, the City or other public bodies for any requirements, restrictions or required permits.

a. Leasing and Signage Restrictions: You acknowledge that it is the policy of Founder and the respective Builders to provide as many people as possible with the opportunity for home ownership, to promote stability in home ownership within the Community, to ensure strict compliance with all state and federal regulations relating to fair housing and to discourage speculation. In accordance with the Governance Documents, all leases, including approved subleases, shall be in writing and shall be for an initial term of at least six (6) months, except with the Community Alliance's prior written consent. Notwithstanding this limitation, in an equitable manner the Community Alliance reserves the right not to impose this restriction under certain situations or during particular time periods of the Community's development. In addition, certain Builders within the Community may impose additional restrictions or policies on leasing or resale terms. If this is an area of interest to you, please carefully consult with the respective Seller of your home or lot for complete details relating to leasing opportunities and anti-investor policies (including restrictions and penalties in the event of "investment flips" within a certain timeframe as further set forth in such policies, Purchase Documents and restrictions placed on the deed itself) with respect to your home or lot prior to entering into a binding Purchase Agreement. None of the Founder (or any affiliate of the Founder), or the Community Alliance has control over or responsibility for any leasing, signage or anti-investor policies and restrictions set forth in the Purchase Documents entered into between you and your Neighborhood Builder or other Builder.

In addition, for posting of signs of any kind, permanent or temporary, (including, but not limited to, "for rent", "for lease", "for sale", "open house", and similar real estate signs), please refer to the For Sale/For Lease Signs and Open House Signage Policy, of the Residential Design Guidelines. The Community Alliance and the Design Review Committee reserve all rights to create additional or modified signage criteria and signage design criteria in the future.

28. VIEWS AND LOT PREMIUMS: No representation or warranty is made by the Founder with respect to the presence or absence of any current or future view, or scene from any portion of your home or lot. Any view from the Community of surrounding areas, the Park, or across open space areas or any future golf course, is not part of the value of the Community or any home or lot purchased in the Community and is not guaranteed. Future development and Community landscape and other improvements may affect such view. We specifically disclaim any representation or assurance that any home or lot will enjoy any view. Any such view or scene may change, be blocked or interfered with depending upon activities undertaken on other land. It is important to note that the Community is a mixed-use planned community and, as such, the Community includes a range of residential and non-residential uses that vary in density, intensity and height as permitted in the approved Community Plan, as amended, on file with the City. Accordingly, development may occur in any area, adjacent to or within close proximity to any lot that may alter or diminish views

It is your responsibility to evaluate the location of the home and lot you are purchasing within the Community and determine the acceptability of the location and any assigned lot premium. Real property values fluctuate and are subject to change based upon market conditions that are outside the control of the Founder and the Community Alliance. Modifications made by the Founder in the course of the

development of the rest of the Community may affect the value of your home and lot, in addition to your use and enjoyment of your home and lot. THE FOUNDER IS NOT RESPONSIBLE OR LIABLE FOR THE IMPACT OF SUCH CHANGES. NO SALES PERSON, EMPLOYEE OR AGENT HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS WHICH CONTRADICT THE FOREGOING STATEMENTS AND YOU SHOULD NOT RELY ON ANY REPRESENTATIONS MADE BY ANY SUCH SALES REPRESENTATIVE IN CONNECTION WITH A PURCHASE WITHIN THE COMMUNITY, INCLUDING THAT NO REPRESENTATION OR WARRANTY IS MADE AS TO WHAT PRODUCT WILL BE BUILT ON ANY ADJACENT LOT OR LAND.

29. **OVERFLIGHTS:** Phoenix Mesa Gateway Airport (the “**Airport**”) is an active commercial and general aviation training, military aircraft, large aircraft flight-testing and cargo operations facility located approximately one-fourth (¼) mile southwest of the Community. Originally, the Airport was part of the former Williams Air Force Base which trained pilots and instructors for over 50 years. Williams Air Force Base closed in 1993, and then reopened in 1994 as Williams Gateway Airport (now Phoenix Mesa Gateway Airport). The Airport is open 24 hours a day and has a wide variety of tenants and a diverse group of airport users including commercial, military and cargo operators. It is anticipated the Airport will expand its operations and flight activity in the future. Additionally, the commercial and passenger terminal is currently located on the west side of the Airport runways. The Airport plans to build a new terminal on the east side of the runways as demand dictates. The Community is located within the “territory in the vicinity of a public airport” (A.R.S. §28-8486). Such boundaries are subject to change and outside the control of the Founder and the Community Alliance. The Airport cannot mandate flight restrictions. It has developed voluntary Fly Friendly Procedures that pilots are encouraged to utilize in order to minimize the noise exposure. The Community will be affected by aircraft overflight for aircraft departing from and/or arriving to the Airport and the increased noise and accident potential attendant thereto. The Federal Aviation Administration has established height restrictions for the Airport and they vary from 120 feet to 310 feet. Due to operational commitments and exceptions, residents within the Community will, at varying times of the day and night, routinely see and hear general and military aircraft (including the possibility of low flying helicopters) and experience varying degrees of noise, vibrations, fumes, dust, fuel and lubricant particles, and any other effects that may be caused by the operation of aircraft utilizing the Airport. Weather conditions, such as low clouds and winds, may amplify sounds and reduce flying levels. The Founder and the Community Alliance have no control over flight patterns, which are subject to change, and are not liable for injury, damage or nuisance of any kind to persons or property (including but not limited to noise or air pollution, crashes, emergency landings affecting the Community) that may arise at any time in the future in connection with the operation of aircraft over the Community, or aircrafts landing at or taking off from, or aircraft operating at or on, the Airport. The Community is subject to overflight by general aviation and recreational aircraft including, without limitation, hot air balloons, fixed wing aircraft, ultralights, hang gliders and helicopters. Residents within the Community may experience increased noise, vibration or other disturbance or interference resulting from such overflights. The Founder has no control over the current and future plans for any of the above operations, which are subject to change. The Founder has recorded an Avigation Easement over the entire Community. For further information regarding current and future flight patterns, aircraft volume and flight operations, contact Phoenix Mesa Gateway Airport at their web site at [Hwww.phxmesagateway.org](http://www.phxmesagateway.org), or the Phoenix Mesa Gateway Airport at (480) 988-7600.

30. **GRAZING OPERATIONS:** The Community contains a grazing lease agreement that Founder entered into with Timberline Cattle Co., L.L.C. (“**Timberline**”) for the purpose of livestock grazing. The grazing area is located throughout the entire Community. As phases of the Community are developed, the Founder will provide Timberline a thirty (30) days’ notice not to graze the land to be developed, and this area will be fenced accordingly. Prospective Buyers of the Community should be aware of the potential noise, noxious odors, dust and related grazing activities typically associated with this type of land use. This current land use is subject to change

31. **FREEWAYS**: The Community is located in the vicinity of freeways, including US 60 (Superstition Freeway), which is located approximately three (3) miles north of the Community, and State Route 101 (Pima Freeway), which is located approximately fifteen (15) miles west of the Community, and the Loop 202 Santan Freeway, which is located approximately one-half (1/2) mile west of the Community. State Route 24 is a proposed freeway that would extend from the Loop 202 Santan Freeway south to the Airport and east into Pinal County and would be located one-half (1/2) mile west of the Community. The Arizona Department of Transportation has begun construction of the first phase of State Route 24, from the Loop 202 San Tan Freeway to Ellsworth Road and it is tentatively scheduled to be completed in 2014. Freeways and related roadways and intersections may result in additional noise, dust, lighting and pedestrian and vehicular traffic typically associated with these types of facilities. These areas may present a safety hazard to unsupervised children, animals and adults. If of interest to you, the Arizona Department of Transportation [Intermodal Transport Division](http://www.azdot.gov/Highways/) web site provides schedules, maps and other information of new freeway construction in the state and is found at <http://www.azdot.gov/Highways/>.

32. **WATER TREATMENT PLANT**: A City water treatment plant is planned at the northeast corner of Elliot Road and Signal Butte Road. The facility will be owned, operated and maintained by the City of Mesa.

33. **SOLID WASTE LANDFILLS**: A closed and inactive, non-municipal solid waste landfill (“**Closed SWLF**”) is located along the northern boundary of the Ray Road alignment and just west of the Crismon Road alignment. The Closed SWLF is approximately ten (10) acres in size and received construction, office, landscape, automotive, and other miscellaneous wastes and was used from the early 1960s until November 1988 by General Motors. The Closed SWLF received closure from the Arizona Department of Environmental Quality (“**ADEQ**”) in July 1995. Assessment and remediation by the Founder has begun and will be complete by 2017. The Founder is under no regulatory compulsion to remediate the site and there is no evidence that the site poses a threat to human health or the environment. For further information, please contact the Arizona Department of Environmental Quality at (602) 771-2300, or their web site at [www.azdeq.gov](http://www.azdeq.gov).

A closed and inactive, non-municipal solid waste landfill (“**Borrow Pit**”) was previously located in Development Unit 7 along the eastern boundary of the Community, adjacent to Signal Butte Road between Warner Road and Ray Road. The Borrow Pit was approximately 7-acres in size and the soil excavated from the pit was used to construct test tracks. Once the soil was removed, the Borrow Pit was used to dispose of buried automotive parts; construction debris and landscape debris.

In 2008 the Founder remediated the Borrow Pit under ADEQ’s Voluntary Remediation Program (“**VRP**”). Under the VRP, the Borrow Pit was characterized, and landfilled materials and other site features that may have potentially caused environmental impacts at the site were removed. Soil remaining in these areas was remediated such that contaminant levels were below Soil Remediation Levels. In addition, the Founder further characterized groundwater underlying the Borrow Pit site and demonstrated that there were no chemicals of concern in the groundwater above aquifer water quality standards.

In October 2009 ADEQ issued a NFA determination stating that no further action is required to address potential soil impacts and the former Borrow Pit does not pose a threat to residential uses at the site.

The Mesa Transfer Station, a solid waste transfer station is located near Mountain and Pecos Roads in Queen Creek and adjacent to the southeastern boundary of the Community. The facility is owned, operated, and maintained by the City and accepts, but is not limited to, municipal solid waste, garbage, construction/demolition debris, non-hazardous wastes and soils. Potential impacts include noise, pedestrian and vehicular traffic, and noxious odors which may be disturbing to some individuals. For further information, contact the Mesa Transfer Station at (480) 987-7865.

The Mesa Transfer Station, a solid waste transfer station is located near Mountain and Pecos Roads in Queen Creek and adjacent to the southeastern boundary of the Community. The facility is owned, operated, and maintained by the City and accepts, but is not limited to, municipal solid waste, garbage, construction/demolition debris, non-hazardous wastes and soils. For further information, contact the Mesa Transfer Station at (480) 987-7865.

34. FLOOD CONTROL CHANNEL: The Powerline Floodway is a flood control channel located adjacent to and just south of the Ray Road alignment. The facility is owned, operated and maintained by the Flood Control District of Maricopa County. Potential impacts to nearby residents include periodic maintenance traffic, noise, vibration and additional light. Neither the Founder nor the Community Alliance have any control over the use, maintenance or operation of the channel. For further information, contact the Flood Control District of Maricopa County at (602) 506-1501 or at their web site at [www.fcd.maricopa.gov/](http://www.fcd.maricopa.gov/).

35. STORM WATER DETENTION AND RETENTION BASINS: Three (3) storm water detention basins are located just north of Elliot Road along the northern boundary of the Community. The detention basins are owned and maintained as parks by the City. There may be standing water in those basins at times. Standing water has the potential to cause odors and attract mosquitoes, among other insects, and could present a hazard to unattended children or animals.

36. NON-POTABLE WATER: Applicable law requires the use of non-domestic water to irrigate the planned golf course. The Park is also planned to be irrigated with non-potable water. The non-potable water will be untreated surface water and, therefore, not suitable for human consumption. The water is suitable for incidental body contact. As with any water spray, the repeated spray of non-potable water may stain or discolor personal property, fencing and structural improvements over time. Applicable law requires conformance to standards for the operation of the non-potable water system to meet regulatory requirements. These standards are subject to change. It is also anticipated that any future golf courses will also be irrigated with non-potable water.

37. UTILITY EASEMENTS AND WATER TRANSMISSION LINES: Above-ground and underground utility, water and sewer collection and transmission lines will run throughout the Community. Maintenance and repair of these lines may cause disturbance and/or inconvenience to residents due to the location of the lines. Other potential impacts include the possible obstruction of views, an increase in noise and dust levels in the area of these facilities during construction and, where applicable, proximity to electromagnetic fields. The utility, water and sewer collection and transmission lines are subject to easements in favor of the utility and water and sewer providers. Lots affected by such easements may be subject to restrictions, including the prohibition against the placing of structures, hardscaping, sprinkler systems or landscaping (including trees) within the easement area and in front of electrical equipment. Any encroachment of improvements on your lot within such restricted easement areas are subject to the prior written consent of the utility, water or sewer provider. Neither the Founder nor the Community Alliance have any control over the configuration, location or use, maintenance or care of the utility, water and sewer collection and transmission lines, including the placement of electrical boxes owned by the electric utility provider and used to monitor power usage.

The question of whether proximate exposure to electromagnetic fields generated by electrical transmission lines presents long-term health risks is being examined by the scientific community, within which there is significant disagreement. Neither the Founder nor the Community Alliance has any special knowledge or expertise on this issue and we assume no legal duty to take any measures for the benefit of those purchasing lots or homes in the Community with regard to such matters, and we make no representation as to the effectiveness or adequacy of any measures that are, or may have been, taken voluntarily or otherwise by the Founder, the Community Alliance or any other person.

38. UTILITY RATES: Rates and charges for utility service in the Community are established by the individual utility provider (i.e. Salt River Project (“SRP”) for electric, Southwest Gas Corporation (“Southwest”) for natural gas, Cox Communications (“Cox”) for cable/internet, Century Link (“CenturyLink”) for cable/internet, and the City for garbage collection, water and wastewater, collectively “Providers”. These rates and charges for utility service are set and determined by each individual Provider or the Arizona Corporation Commission (“ACC”) as applicable, pursuant to rate applications filed by the Providers. The Providers and Founder, and/or Neighborhood Builders have or may have agreements with one another relating to utility facilities and infrastructure necessary to provide utility service to the Community. Those agreements, in addition to construction and expansion of utility facilities may impact the Providers’ future utility rates for providing utility service to the Community. The amount of any such utility rate increase is in the control of the Provider and, therefore, is subject to change as determined by the Provider and/or ACC. You should contact the Providers regarding any changes in utility rates, charges and/or fees for providing utility service to the Community.

39. WIRELESS AND MICROWAVE FACILITIES: The Founder and its licensees have entered, or will enter, into agreements with multiple wireless communication providers for the establishment of wireless communication facilities on portions of the Community. These facilities that may be established from time to time may include microwave and high-band facilities, antenna towers or poles, satellite transmission and receiving dishes, utility lines, transmission lines, equipment shelters, electronic equipment, transmitting and receiving antennas, generators and other wireless facilities, including supporting equipment and structures. Such facilities may be visible from portions of the Community. The City has a microwave tower located two (2) miles southeast of the Community, and another microwave tower located ten (10) miles northwest of the Community. Height restrictions have been established for these microwave towers. Potential impacts include the possible obstruction of views, proximity to electromagnetic fields and an increase in noise and dust levels in the area of these facilities during construction and less significant noise levels after completion. The Founder and the Community Alliance have no control over the use, maintenance or operation of the wireless communications facilities.

40. ADDITIONAL CONDITIONS AND NON-RESIDENTIAL USES IN THE VICINITY OF THE COMMUNITY: In addition to all other statements in this Disclosure, the following additional non-residential uses and conditions exist on adjacent land and land in the vicinity of the Community:

- a. ASU Polytechnic Campus: Arizona State University at the Polytechnic Campus, 7001 East Williams Field Road, Mesa, Arizona, (480) 727-3278, [www.poly.asu.edu](http://www.poly.asu.edu) is located one (1) mile from the southwestern boundary of the Community. The campus is home for professional and technological programs and shares more than 600 acres with Chandler-Gilbert Community College, Mesa Community College, Embry-Riddle Aeronautical University, a City owned research laboratory, and a Maricopa County elementary school.
- b. Gilbert Medical: Gilbert Hospital, 5656 South Power Road, Gilbert, Arizona 85295, (480) 984-2000 is located approximately four (4) miles southwest of the Community. Mercy Gilbert Medical Center, 3555 South Val Vista Drive, Gilbert, Arizona 85297, (480) 728-8000 is located approximately nine and one-half (9½) miles southwest of the Community.
- c. Mountain Vista Medical: Mountain Vista Medical Center, 1301 South Crismon Road, Mesa, Arizona 85209, (480) 358-6100 is located approximately seven (7) miles northwest of the Community.
- d. Banner Health: Banner Ironwood Medical Center, 37000 North Gantzel Road, San Tan Valley, Arizona 85140, (480) 394-4000 is located approximately seven (7) miles southeast of the Community. Banner Gateway Medical Center, 1900 North Higley Road, Gilbert, Arizona

85234, (480) 543-2000 is located approximately seven and one-half (7½) miles northwest of the Community.

- e. FUJIFILM ARCH Chemicals Inc.: FUJIFILM ARCH Chemicals Inc., 6550 South Mountain Road, Mesa, Arizona is a specialty chemical manufacturer for electronic materials and is located approximately one (1) mile from the southeastern boundary of the Community.
- f. Electric Power Steel Plant: There is an electric power steel plant located two (2) miles from the southeastern boundary of the Community.
- g. TRW: An occupant safety systems (airbags) facility is located approximately two (2) miles at the southeastern boundary of the Community.
- h. San Tan Expansion Gas Supply Pipeline: A 24-inch natural gas line is located in a utility corridor within the Union Pacific Railroad right-of-way to serve the Santan Expansion project located at Warner and Val Vista Roads, which is approximately seven (7) miles from the western boundary of the Community.
- i. Town of Queen Creek: Queen Creek town limits are located one (1) mile from the southern boundary of the Community.
- j. Pegasus Airpark: A privately owned and gated aviation community with homes built around one airport runway located approximately nine (9) miles from the southern boundary of the Community in Queen Creek, Arizona.
- k. San Tan Mountain Regional Park: A Maricopa County park consisting of over 10,000 acres of parks and facilities is located approximately ten (10) miles from the southern boundary of the Community in Queen Creek, Arizona.
- l. Radio Communications Site: Radio communications equipment is located on land adjacent to the north boundary of the Community. The owners of that equipment have an access easement through portions of the Community to gain access to the communications equipment site and to use certain portions of the Community as staging areas for the maintenance, replacement or repair of radio communications equipment located within the communications equipment site.
- m. Utility Generating Plants: Utility providers maintain generating plants throughout the areas that they service.
- n. Existing Fire Stations: A City fire station facility is located at the northeast corner of Signal Butte and Elliot Roads.
- o. Salt River Project Power Lines and Substations: The Salt River Project (“SRP”) Browning power substation is located approximately one-half (½) mile north of the Community on Signal Butte Road. There are two (2) existing 69kV power lines located along the eastern and western boundaries of the Community. The eastern 69kV power line is located along the western side of Signal Butte Road from Elliot Road to Ray Road. SRP is planning to extend the eastern 69kV power line along Signal Butte Road from Ray Road to Williams Field Road, then west along Williams Field Road. The western 69kV power line is located along the western side of Ellsworth Road from Elliot Road to Warner Road. SRP is planning to extend the western 69kV power line along Ellsworth Road from Warner Road to Ray Road. SRP is also planning on constructing a new 69kV power line along the northern side of Elliot Road from Signal Butte Road to Ellsworth Road. A 500kV power line is located one-half (½) mile north of Elliot Road. A SRP substation is located west of Signal Butte Road, adjacent to the Apple manufacturing site. A second substation is under construction south of Elliot Road, just west of the 1,300,000 square foot Apple manufacturing facility. SRP may also construct substations near the intersections of Elliot Road and Crismon Road, Ray Road and Ellsworth Road and approximately one-fourth (¼)

mile west of Signal Butte Road within the Community. For further information, contact SRP at (602) 236-2872 or e-mail at [69kv@sprnet.com](mailto:69kv@sprnet.com).

- p. State Land: Land owned and maintained by the Arizona State Land Department, is located at Elliot and Warner Roads and adjacent to the western boundary of the Community. For further information, see their web site at [www.land.state.az.us/](http://www.land.state.az.us/).
- q. County Land: Land owned and maintained by Maricopa County is located adjacent to the southern boundary of the Community.
- r. Vacant Land: Vacant land is located along the northern, southern, eastern and western boundaries of the Community.
- s. Pinal County: Pinal County line is located approximately one (1) mile from the eastern boundary of the Community.
- t. Residential Home Builders: Pulte Homes and Standard Pacific Homes are developing single family residential homes east and adjacent to the Community.
- u. Proposed Church Facility: A proposed church facility is currently planned to be located at the southwest corner of Signal Butte and Point Twenty-Two Blvd.

The above information is provided for informational purposes only and the Founder does not represent or warrant that the above uses, and other uses referenced in this Disclosure, comprise an accurate, complete or current list of non-residential uses and conditions and you are advised that such uses and conditions are subject to change. We recommend that you conduct your own investigation of such uses and conditions, including contacting the City, the school districts or other special taxing districts, the Community Alliance, the Arizona Department of Real Estate, or any federal, state, county or other public or quasi-public entity or authority having jurisdiction over any portion of the Community or other appropriate individual to obtain such information as you deem necessary or advisable. Additionally, please be aware that homes situated adjacent to or in the vicinity of property used for multi-family sites, or non-residential purposes including utility facilities, worship sites, streets and roadways, open space areas, construction-related operations and/or other recreational amenities of the Community, may experience an additional amount of noise, dust, lighting, signage, and pedestrian and vehicular traffic typically associated with such uses, conditions and facilities.

41. SEX OFFENDER WEB SITE: The Arizona Department of Public Safety's [Sex Offender InfoCenter](http://www.azsexoffender.org) web site found at [www.azsexoffender.org](http://www.azsexoffender.org) enables the public to search for registered Arizona sex offenders by name or ZIP Code. If of interest, you may wish to check this site before purchasing a home or lot. This site allows the criminal justice community to promote public awareness. Please note that no real estate professional is obligated under Arizona law to disclose to you any information about individuals impacted by this issue.

42. PUBLIC TRANSPORTATION: As of the date of this Disclosure, there is no public transportation available to the Community. For information pertaining to bus route times and stop locations, you may contact the Valley Metro Transit System at (602) 253-5000 or log onto their web site at [www.valleymetro.org](http://www.valleymetro.org).

43. NO WARRANTY BY FOUNDER: Although the Founder has master-planned and developed certain portions of the infrastructure of the Community, the homes within the Community are built by Neighborhood Builders and other Builders, who are independent building contractors that are solely responsible for their products and workmanship. As such, none of the Founder or the Community Alliance has control over or responsibility for any warranty representation, financial or other pre- or post-closing

obligation made by Builders and set forth in your home's purchase and/or construction agreement or any other issues related to the construction of your home.

44. MARKETING MATERIALS ARE NOT AN OFFER: All photographs, renderings and site plans provided in connection with any marketing materials for the Community should not be construed as the actual finished plans or final intended development for any area or portion. Any collateral material or web site material should not be considered an offering of any purchase or lease of a lot or home and exact details can and all such information should be obtained directly from the party with whom you have entered into Purchase Documents for your home or lot, or from the applicable regulatory agency. The Founder assumes no obligation to ensure, or liability as to, the accuracy, contents or completeness of any marketing material, web site or representation (verbal or written) outside of its direct control.

45. NO AFFILIATION WITH NEIGHBORHOOD BUILDER OR OTHER BUILDER: The Founder will receive certain payments from Neighborhood Builders or other Builders that purchase property in the Community for the purpose of improvements and resale to buyers such as you including, in some instances, payments determined in part based on the sales price of the property once improved with a home and other improvements. Notwithstanding such payments, the Founder is not in partnership or otherwise affiliated with any such Neighborhood Builder or other Builder and the Founder has, and assumes, no liability or obligation to the buyers of such property or any successor to such buyers with respect to any claim concerning the property, home or other improvements including, without limitation, any claim concerning any design or construction defect involving such property, home or other improvements.

46. MODEL RELEASE: By voluntarily participating in various Community events sponsored by the Founder, the Community Alliance from time to time either before or after the closing of your lot or home ("**Community Sponsored Events**"), you acknowledge and agree that photographs or film footage taken of participants at any Community Sponsored Event ("**Participants**") may be subsequently used by the Founder and its affiliate, DMB Associates, Inc., and the respective affiliates, legal representatives, agents, and assigns of each (collectively, "**DMB**") for commercial purposes in advertising and marketing materials including, but not limited to, the DMB® Newsletter or other newsletters, magazine, publications, invitations, billboards, Community calendars, eastmark.com and other DMB affiliated web sites, and DMB marketing and public relations materials. In addition, by attending such Community Sponsored Events, and without the need for a subsequent acknowledgement, you further acknowledge and agree, on your behalf and on behalf of your minor children and guests, to allow such uses and waive any right to pre-approval, royalties or other compensation arising from or related to the use of such photographs or film footage, which shall remain the sole copyrighted property of the Founder.

47. BUYER ACKNOWLEDGEMENT AND DISCLAIMER: You acknowledge and agree that no sales person, employee or agent of the Founder, the Community Alliance or any Neighborhood Builder, or other Builder has the authority to interpret, change or modify the terms of any documents whatsoever including, but not limited to, any purchase documents or the Governance Documents. You also acknowledge and agree that no representation or promise has been made to you by any sales person, employee or agent upon whom you are relying in connection with the purchase of your lot or home. Additionally, no representation or promise, whether oral or in writing, made by any sales person, employee or agent shall be binding on the Founder or the Community Alliance unless provided in writing by an authorized officer of the Founder or the Community Alliance.



BUYER(S) ACKNOWLEDGMENT OF RECEIPT

The undersigned represent that I/we have read and understand the matters set forth in this Disclosure dated February 1, 2014, and have received a copy for my/our records. I/we acknowledge and agree that I/we are solely responsible to make certain that I/we understand the contents of this Disclosure and will take whatever steps are necessary to do so, including without limitation, consulting an attorney, interpreter, engineer, or any other person whose advice or assistance may be necessary to fully understand the matters set forth herein. I/we acknowledge and agree that I/we have considered the possible effect of such matters in my/our decision to purchase a new or resale home or lot in the Community. I (We) also realize that it contains important information affecting my (our) rights and obligations and I (we) have familiarized myself (ourselves) with its contents to my (our) satisfaction.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

BUYER'S NAME (Please print): \_\_\_\_\_

BUYER'S SIGNATURE: \_\_\_\_\_

BUYER'S NAME (Please print): \_\_\_\_\_

BUYER'S SIGNATURE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

LOT NUMBER: \_\_\_\_\_ TRACT: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(BUYER'S COPY – RETAIN FOR YOUR RECORDS)

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LOT NUMBER: \_\_\_\_\_ TRACT: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(FOUNDER'S COPY – SELLER TO DETACH AND DELIVER TO FOUNDER)