

NOTICE OF SPECIAL TAX

**LAMMERSVILLE ELEMENTARY SCHOOL DISTRICT
Community Facilities District No. 2002
(Mountain House)**

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to a special tax, which is in addition to the regular property taxes and any other charges, fees, special taxes and benefit assessments on the parcel. This special tax may not be imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities or services that are likely to particularly benefit the property. YOU SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The maximum tax rates for developed parcels within Community Facilities District No. 2002 shall be subject to annual escalation of two (2) percent.

(3) The maximum special tax for developed property which may be levied during the 2003/2004 tax year is:

Land Use Class	Description	Maximum Special Tax (Fiscal Year 2003-2004)
1	Single Family Detached Lots Greater than or equal to 6,000 square feet	\$1,346 per SFD Lot
2	Single Family Detached Lots Less than or equal to 6,000 square feet	\$975 per SFD Lot
3	Single Family Attached Property	\$829 per Unit
4	Multi-Family Property	\$371 per Unit
5	Taxable Non-Residential Property	To be determined

The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid; however, in no event shall the tax be levied after the 2063-2064 tax year.

(4) The authorized facilities and services which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, include the attributable costs of engineering, design, planning, environmental approvals, plan checking and coordination, together with the expenses related to the issuance and sale of any special tax bonds, including financial advisory fees, underwriters' discount, appraisals, reserve funds, capitalized interest,

bond counsel, disclosure counsel, special tax consultant, official statement printing and other expenses incidental thereto. The Facilities shall be constructed and/or acquired pursuant to plans and specification approved by the District and the officials thereof, including the District Facilities Planner, and any other applicable agreements affecting such Facilities. The Facilities may be constructed and/or acquired under one or more contracts or agreements, as approved by the District. The Facilities shall consist of the construction and/or acquisition of public elementary, middle and, subject to the establishment of a unified school district, high school facilities including, but not limited to, related multi-use, administrative, service and support and maintenance facilities and related equipment, together with buses, vans, trucks and other required vehicles and fixtures. The Facilities shall also include, as required, removal of existing unusable improvements, clearing, grubbing, grading and the installation of monumentation, signs, signals, landscaping and related irrigation systems and the making of any required conforming improvements to adjacent streets and other existing infrastructure improvements.

YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION WHICH AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX WILL BE USED FROM LAMMERSVILLE ELEMENTARY SCHOOL DISTRICT BY CALLING (209) 835-4310. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THIS NOTICE. I (WE) UNDERSTAND THAT I (WE) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

PURCHASER: *[Signature]* DATE: 4-19-03

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