

Pristine
TERRA BELLA
Condominiums in Anthem

TERRA BELLA AT ANTHEM

AN AGE-RESTRICTED RESIDENTIAL CONDOMINIUM COMMUNITY IN
THE
ANTHEM MASTER PLANNED COMMUNITY

NEVADA
PUBLIC OFFERING STATEMENT
AND
INFORMATION BROCHURE

TERRA BELLA AT ANTHEM
AN AGE-RESTRICTED RESIDENTIAL CONDOMINIUM COMMUNITY IN THE
ANTHEM MASTER PLANNED COMMUNITY
PUBLIC OFFERING STATEMENT
AND
INFORMATION BROCHURE

THIS PUBLIC OFFERING STATEMENT, WITH ALL ATTACHMENTS, IS DELIVERED BY SELLER TO PURCHASER, AND IS REVIEWED AND SIGNED BY PURCHASER AS OF THE DATE ON WHICH PURCHASER SIGNS THE PURCHASE AGREEMENT. THIS PUBLIC OFFERING STATEMENT IS CURRENT AS OF: March 1, 2013 RECENT DEVELOPMENTS REGARDING NRS 116.4103. 1(a)-(l) MAY NOT BE REFLECTED IN THIS PUBLIC OFFERING STATEMENT

COMMUNITY: TERRA BELLA AT ANTHEM
Anthem Parkway & Southwest Hampton Road
Henderson, Clark County, Nevada

SELLER: Pristine Terra Bella
8861 W. Sahara,
Las Vegas, NV, 89117
Phone 702-302-4343; Fax 403-272-2145

ORIGINAL DECLARANT: HD-TDBELLA, LLC
4350 South Arville, Suite 298, Bldg D
Las Vegas, Nevada 89103

PLAT: TERRA BELLA CONDOS AT ANTHEM, as shown by map thereof on file in Book 120 of Plats, Page 0031, as amended by AMENDED PLAT OF TERRA BELLA CONDOS AT ANTHEM, as shown by map thereof on file in Book 133 of Plats, Page 19.

GENERAL DESCRIPTION OF PROJECT:

TERRA BELLA AT ANTHEM is an age-restricted Nevada residential condominium common-interest community project ("Community") located in the master planned community of Anthem ("Anthem Community"). The Community initially consists of twenty-four (24) condominium dwelling units ("Units") and garages ("Garages") all located within the same building, in its initial phase, which later may be expanded, subject to "Disclaimers Regarding Annexation" set forth below, to a maximum aggregate total of two hundred thirty-six (236) Units if all subsequent phases are completed.

The initial phase will include twenty-four (24) Units and Garages, all located within the same Condominium Building; undivided prorated fractional interests in Common Elements; non-exclusive easements for ingress and egress over and across all Community entry areas and private streets, and of enjoyment and use of Common Elements in the Properties; and allocation of Limited Common Elements pursuant to the Plat and the Declaration; together with the Common Recreational Area, and a non-exclusive easement of enjoyment and use thereof.

Purchaser Initials _____/_____

Seller acquired the Building (Building #6) from a party unrelated to the Original Declarant and is not, with the exception Building #6, the owner of any of the real property that may be added to Community. Therefore, Seller makes no representation or warranty that any/all of the condominium buildings and/or Units shown on the Plat will be developed or the condominium units built as currently planned, or pursuant to any particular build-out schedule. Furthermore, Topographical maps in sales offices, lot plotting maps, maps of all or portions of the Anthem Community and/or Community offered by Seller, Del Webb Communities, Inc., or any other owner or builder on condominium units in the Community, and other forms showing "complete" community projections do not in any way constitute Seller's representation or promise to complete any area or any part thereof. Notwithstanding the foregoing, or any other provision in this Public Offering Statement, Seller shall have no authority and no responsibility or liability whatsoever for any portion of the Community other than the condominium units within the Community (if any) that are actually constructed by Seller.

Further, Seller makes no representation or warranty that Seller will actually construct or be the Seller of all condominium units in Community described above or even that Seller will be the Seller of all of the condominium units hereafter constructed on the real property that Seller currently owns. Seller reserves the right to sell, at any time, all or any portion of Seller's property within the Community to any third party, including other developers or builders.

The estimated total number of Units which may be constructed around or added to the Community is two hundred thirty-six (236) Units.

GENERAL DESCRIPTION OF ANTHEM:

The following information is an excerpt from certain information prepared by Del Webb Communities, Inc., an Arizona corporation ("Del Webb"), with respect to Anthem, and Seller makes no independent representation with regard thereto:

"The Community is a part of the master planned community of Anthem (the "Anthem Community"), which as of the date of this Public Offering Statement is approximately 5,000 acres and may increase in size if Del Webb acquires additional property. Land uses in Anthem may include single family residential, multi-family residential and commercial. Currently, approximately 13,700 lots are contemplated by Del Webb for the entire Anthem Community if all phases of the Anthem Community are completed. However, these are all preliminary estimates only and may not be followed or developed. No anticipated completion date for the Anthem Community has been established.

"Currently there are 5 [now 6] communities and 5 [now 6] community associations within the Anthem Community. Coventry Homes at Anthem, Sun City Anthem, Anthem Country Club, Solera at Anthem and Anthem Highlands now comprise the Anthem Community, and each is governed by a separate homeowners' association. [Seller's Note: Terra Bella at Anthem comprises a sixth community and Terra Bella at Anthem Homeowners Association comprises a sixth community association within Anthem]. Additional communities and homeowners' associations may be added to the Anthem Community if Del Webb acquires additional property. The Anthem Community (including all Anthem homeowners' associations) is governed by the Anthem Community Council, Inc., a Nevada nonprofit corporation (the "Council"). The Council was created in accordance with the Declaration of Covenants and Easements for the Anthem Community (the "Community Covenant") to be a catalyst for the creation of opportunities for lifestyle enhancement and for fostering community spirit both within the Anthem Community and in the surrounding community, all as set forth in the Community Covenant. The Council obtains its operating funds by assessing each homeowners' association within the Anthem Community. The Anthem Community is not a "common-interest community" and the Council is not intended to be an

"association" or "unit-owners' association" as such terms are defined in Chapter 116 of the Nevada Revised Statutes.

"Purchasers at Terra Bella at Anthem are entitled to use the Anthem Hills Park, a public park of approximately 70 acres located in the northern portion of the Anthem Community. Two public golf courses are located within Sun City Anthem and are available for use by purchasers at times and at rates set by the owners of the golf courses. Purchasers of homes in [Terra Bella at Anthem] will not be entitled to any preferential tee times or reduced greens fees at the golf courses. All other recreational facilities within Coventry Homes at Anthem, Sun City Anthem, Anthem Country Club and Solera at Anthem are private facilities owned by the applicable homeowners' associations and will not be available for use by persons owning property in [Terra Bella at Anthem]."

Seller is not responsible for the development, design, construction, completion or workmanship of any community-wide improvements and amenities within the Anthem Community, all such community-wide improvements and amenities are the responsibility of the Del Webb. Further, no assurances are made by Seller as to whether or when such community-wide improvements and amenities will be completed by Del Webb.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

The Community is subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for TERRA BELLA AT ANTHEM (as may have been amended, "Declaration"), recorded in the Office of the County Recorder of Clark County, Nevada, a copy of which Declaration is attached hereto. The Declaration provides, among other things, for management of the Community, voting, maintenance and repair of the Properties, powers and duties of the Association, use and enjoyment of the Properties, assessments to Owners, duties and obligations of the Association and each Owner, and special rights reserved to the "declarant" under the Declaration, including an initial period of control by the "declarant" under the Declaration of the Association Board of Directors, pursuant to Nevada law. The Declaration also authorizes the Association to make and enforce reasonable and uniformly applied Rules and Regulations governing the use of Units and Common Elements, and sets forth detailed procedures and limitations pertaining to commencement by the Association of dispute resolution proceedings. Specific inspection, reporting, cleaning, maintenance, repair and replacement obligations respectively of the Association and of each Owner also are set forth in detail in the Declaration. The Association shall be responsible for accomplishing its maintenance and repair obligations fully and timely from time to time, as set forth in the Declaration. Failure of the Association to fully and timely accomplish such maintenance and repair responsibilities may result in deterioration and/or damage to Improvements, and such damage and/or deterioration shall in no event be deemed to constitute a constructional defect. While this Public Offering Statement and Information Brochure tries to describe certain important provisions of the Declaration, it does not describe all of the provisions in the Declaration. Each Purchaser, by signing this Public Offering Statement and Information Brochure, shall be conclusively deemed to have carefully reviewed, understood, and accepted, each and every provision of the Declaration. Capitalized terms not separately defined herein shall have the meanings ascribed to them in the Declaration.

The HD-TBELLA, INC., the Original Declarant, prepared and recorded the Declaration against the initial phase of the Community. Seller acquired a single Building (Building #6) in the Community (together with a portion of the real property that may be added to the Declaration) from a party unrelated to the Original Declarant. In connection with Seller's acquisition of building #6, Seller entered into a Settlement Agreement with the Terra Bella Home Owner's Association, that provided a framework under which Pristine Terra Bella operates. Under the Settlement Agreement, Seller does not have any declarant rights (other rights and responsibilities were acquired). SELLER IS NOT THE OWNER OF ANY REAL

PROPERTY, WITH THE EXCEPTION OF BILDING #6, THAT MAY BE ANNEXED INTO THE COMMUNITY. ACCORDINGLY, THE DEVELOPMENTAL RIGHTS, SPECIAL DECLARANT RIGHTS AND/OR OTHER RIGHTS RESERVED TO THE "DECLARANT" UNDER THE DECLARATION WILL BE EXERCISED BY PERSONS OTHER THAN SELLER AND SELLER SHALL HAVE NO RESPONSIBILITY, OBLIGATION, OR LIABILITY WHATSOEVER TO ANY OWNER THEREFOR.

HOMEOWNERS ASSOCIATION:

The owner or owners (collectively, "Owner") of each Unit in the initial phase (and of each Unit in each subsequent phase, if and when annexed) will automatically be a member of TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation (the "Association"), established to maintain the Common Elements and to administer the Declaration. Each Owner will be entitled to cast one vote on Association matters, as further provided in the Association's Articles of Incorporation and Bylaws, copies of which are attached hereto.

ANTHEM COMMUNITY COVENANT; ANTHEM COMMUNITY COUNCIL:

The Community also is subject to any and all expressly applicable provisions of: the Declaration of Covenants and Easements for the Anthem Community ("Community Covenant"), recorded by Del Webb Communities, Inc., an Arizona corporation, and the Articles of Incorporation and Bylaws, as amended from time to time ("Anthem Council Documents") of the Anthem Community Council, Inc. ("Anthem Council" or "Council"). Copies of the Community Covenant and Council Documents are attached hereto. Pursuant to the Community Covenant, each Owner shall be subject to the Community Covenant and to the Council, and shall be entitled to the benefits, and subject to the obligations (including the obligation of the Association to pay assessments and other charges to the Council) arising respectively therefrom. Pursuant to the Community Covenant and Council Documents, the Council is not intended to be a homeowners association, but is a unifying entity for the Anthem Community to fulfill the terms of the Community Covenant to serve the common good and general welfare of the Anthem Community. Further information regarding the Anthem Community Covenant and Anthem Council may be obtained from the Anthem Council.

OTHER ANTHEM RELATED DOCUMENTS:

The Community is also subject of record to: (a) a Declaration of Covenants, Conditions and Restrictions for Anthem Multi-Family Parcel, Recorded by Del Webb on January 15, 2003, in Book 20030115 as Instrument Number 03109; and (b) a Perpetual Avigation Easement, Recorded in Book 20000828 as Instrument Number 00828; as respectively may be amended and/or restated from time to time. These documents, copies of which also are attached, are sometimes referred to in the Declaration as the Anthem Related Documents. Pursuant to the Declaration of Covenants, Conditions and Restrictions for Anthem Multi-Family Housing Parcel, the Community must comply with the federal Housing for Older Persons Act.

AGE RESTRICTION:

TERRA BELLA AT ANTHEM is a Community generally intended and operated as housing for persons 55 years of age or older, pursuant to the federal Housing for Older Persons Act of 1995 ("HOPA"), as may be amended from time to time. At least 80% of Dwelling Units in TERRA BELLA AT ANTHEM, an age restricted community, shall be restricted to occupancy by at least one Age Qualified Occupant (as said term is defined in the Declaration), which usually shall be at least one adult over 55 years of age, as and to the extent required by HOPA, as may be amended from time to time and as

set forth in further detail in the Declaration. All Purchasers shall be required to promptly complete, sign and return to Seller the Disclosure Statement attached hereto as Attachment "N", and to reasonably cooperate periodically from time to time as required by Seller and/or Association in their respective HOPA reporting and compliance surveys. Seller reserves the right to sell up to 20% of Units in the Community to Purchasers who are not Age Qualified Occupants, but at least one of whom in each Unit is 50 years or older.

INCIDENTS OF OWNERSHIP:

Each purchaser ("Purchaser") of a Unit in TERRA BELLA AT ANTHEM will receive fee simple title to his Unit (and the Garage, if any, designated by Seller in writing to be appurtenant to the Unit); an undivided pro-rata fractional interest in the Common Elements; allocation and exclusive right to use of Limited Common Elements pursuant to the Plat and Declaration; liability for initial capital contributions and assessments pro-rata for Common Expenses of the Properties; automatic membership (with one vote per Unit) in the Association, pursuant to the Declaration, which membership and vote shall be appurtenant to the Unit; a non-exclusive right and easement of ingress and egress over and across Community entry areas and all private streets; and a non-exclusive right to use and enjoyment of the Common Recreational Area and all other Common Elements throughout the Properties (subject to Limited Common Element rights of other Owners, and to the Rules and Regulations); all in accordance with and subject to the Plat, the Declaration, and all easements, covenants, conditions, restrictions and other matters of record.

The Unit (and Garage, designated by Seller to be appurtenant to such Unit) shall be as identified on the Plat, and shall consist of a fee simple interest bounded by the interior surfaces of the following features of the Unit as originally installed: (a) exterior walls and party walls, (b) floors and ceilings, (c) exterior windows and doors; and, notwithstanding the foregoing, includes all interior lath, furring, drywall, wallboard, plasterboard, paneling, tile, wallpaper, paint, window and door glass, finished flooring and other finished interior surfaces and materials constituting any part of the finished interior surfaces thereof, and windows, doors and exterior doors; and a Unit includes both the portions of the building so described and the airspace so encompassed.

COMMON ELEMENTS:

The Common Elements shall include all portions of the Properties and Improvements thereon, other than the Units and the Garages, as shown on the Plat and as set forth in the Declaration, as provided in NRS 116.013. Subject to the foregoing, and subject further to NRS 116.2102, Common Elements include, without limitation, Common Recreational Area; Community entry features and monumentation, Community entry gates and any emergency access "crash gate"; private streets; private street lights, building lights and entrance lights; walls, fences, bearing walls and perimeter walls; landscape and greenbelt areas; hardscape and parking areas (other than Garages); any waterscape and common water features; roofs, exterior walls, and foundations; all water and sewer systems, lines and connections, from the boundaries of the Properties, to the boundaries of Units (but not including such internal lines and connections located inside Units or Garages); pipes, ducts, flues, chutes, conduits, wires, and other utility systems and installations (other than outlets located within a Unit or Garage, which outlets shall be a part of the Unit or Garage), and heating, ventilation and air conditioning, as originally installed or the Association for common use (but not including HVAC which serves a single Unit exclusively). The Common Elements will be maintained by the Association, and the Association may establish rules and regulations regarding the use of the Common Elements. The Association may retain a professional manager to perform its various functions. There presently is no plan to charge the Owners any user fees in connection with the Common Elements; provided, however, that a fee may be charged for replacement of magnetic entry-gate access cards or remote openers, as applicable, if such are misplaced.

LIMITED COMMON ELEMENTS (EXCLUSIVE USE AREAS):

Limited Common Elements (Exclusive Use Areas) shall include: (a) as to the individual Unit, the Patio, Balcony or Terrace appurtenant to said Unit; (b) as to the Owners of Units in a Building, the Exterior Hallway Areas, Stairwells and Elevator in that Building and the Interior Courtyard of the Building; all as set forth in further detail in the Declaration and/or as shown as limited common elements on the Plat; and such heating, ventilation, and air conditioning equipment and systems ("HVAC") designed to serve a Unit exclusively, but located outside of the Unit's boundaries; together with such Assigned Parking Space (if any), as may be assigned to a Unit from time to time by Seller (and/or by another "declarant" under the Declaration or by the Association, as applicable). If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion respectively thereof serving only the Unit is a Limited Common Element allocated solely to that Unit, and any portion respectively thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

ASSIGNED PARKING SPACES:

Certain parking spaces shall or may be assigned from time to time by Seller, in its sole and absolute discretion, to certain (but not all) Units. An Assigned Parking Space assigned by Seller to a particular Unit shall be a Limited Common Element (Exclusive Use Area Space) as to such Unit; provided that the Association shall, be responsible for normal maintenance and repair of Assigned Parking Spaces, and the costs thereof shall be Common Expenses.

BALANCE SHEET & ANNUAL BUDGET:

Each year, the Association's Board of Directors will submit a proposed budget for ratification by the Owners as provided in the Declaration. The Association's current balance sheet and projected budget for the first fiscal year of the Association, including a statement of the amount included as a reserve for repairs and replacements, are attached hereto. The initial monthly assessment for Common Expenses will be one-twelfth of the amount shown below as the initial annual assessment.

ASSESSMENTS:

Pursuant to the Declaration, the Association will levy assessments against each Unit for the purpose of financing the maintenance of the Common Elements and other Common Expenses. The assessments shall constitute a lien on the Unit against which the assessments are levied. If the assessments are not timely paid, the Association will have the right to enforce payment by legal action or by foreclosing upon the assessment lien. The maximum amount of the Association assessment which shall initially be levied on a Unit following the close of escrow thereof shall be at the annual rate of: \$ 3300 Unit. Annual assessments will be payable in equal monthly installments of \$ 275 per Unit each month, of which, the sum of \$21.16 per Unit shall be allocated monthly to the Reserve Fund. The maximum allowable assessment thereafter may be increased by no more than 25% for each successive fiscal year, unless a greater increase is approved by a majority of the voting power of the Association.

CAPITALIZATION OF THE ASSOCIATION:

At and from the close of escrow for the purchase of each Unit from Seller, the Purchaser will be required to contribute to the account of the Association an initial capital contribution in the amount of One Thousand Five Hundred Dollars (\$1,500.00), to be deposited at Close of Escrow as follows: (a) an amount equal to two (2) full monthly installments of the initial or then-applicable Annual Assessment

shall be deposited into the Association Reserve Fund, and used exclusively to help fund the Association Reserve Fund, and (b) the remainder of the initial capital contribution shall be deposited into an Association Operating Fund, and used to help fund or pay operating expenses. Additionally, at and from each subsequent resale close of escrow, the buyer will be required to contribute to the account of the Association a resale capital contribution in the amount of One Thousand Five Hundred Dollars (\$1,500.00), to be deposited and applied in like manner and in like amounts, as set forth in the Declaration. The initial capital contribution and the resale capital contributions are in addition to Association assessments, and Anthem Council assessments and charges.

WARRANTIES:

Each Unit and the personal property affixed therein is being sold in its AS-IS condition and all express and implied warranties of quality are specifically excluded from any sale of each Unit.

Seller will, at Seller's expense, secure and provide to each purchaser at closing, a limited one-year warranty plan issued by a third party warranty provider for each Unit ("Limited Warranty Plan"). The Limited Warranty Plan should be carefully reviewed.

All express warranties and all implied warranties, other than those contained in the "Limited Warranty Plan," are disclaimed and excluded by Seller to the maximum extent permitted by law. No promises, warranties, representations or commitments will be binding on Seller other than those reduced to writing and included in the purchase agreement and/or this public offering statement.

Furthermore, no express warranty is made by: (a) any affirmation of fact or promise that the Unit or any right or use related thereto will conform to the affirmation of fact or promise made; (b) the display of any model or the description of any physical characteristic of the improvements or the community, including plans and specifications; (c) any description of the quantity or extent of the real estate comprising the community, including plots or surveys; and (d) any representation made by any agent of Seller that a purchaser may put the Unit to a specified use, other than residential. All implied warranties (including, without limitation, any implied warranty of merchantability, fitness for particular purpose, habitability and workmanship) are hereby disclaimed and excluded by Seller, except only for implied warranties of quality pursuant to NRS 116.4114, and those accrue only as specified in NRS 116.4116(2)(a).

ARBITRATION:

All claims, disputes and controversies between Purchaser and Seller shall be submitted to arbitration pursuant to the arbitration provision contained in the Purchase Agreement.

DISCLAIMERS REGARDING ANNEXATION:

The Community is subject to certain rights of the "declarant" under the Declaration, including the right to expand the Community by annexation and development of subsequent Phases, as set forth in the Declaration. Pursuant to NRS 116.4104, Seller discloses that no assurances are made generally with respect to any matter set forth therein, or specifically with respect to any of the following: (a) whether any annexable area may be annexed, or whether any phase(s) subsequent ("Subsequent Phase") to the initial phase may be developed; (b) whether the buildings and other improvements in any Subsequent Phase, if developed, may be identical to or compatible with buildings and improvements in the initial phase in terms of architectural style or detail, quality of construction, landscaping and/or specific plan or building materials, and size; (c) where any buildings or other improvements in any Subsequent Phase, if developed, may be located; or (d) whether there may be any Limited Common Elements in any Subsequent Phase; or the types, sizes or proportions of any such Limited Common Elements (as said term is defined in NRS Chapter 116).

SELLER IS NOT THE OWNER OF ALL OF THE REAL PROPERTY THAT MAY BE ANNEXED INTO THE COMMUNITY. ACCORDINGLY, THE DEVELOPMENTAL RIGHTS, SPECIAL DECLARANT RIGHTS AND/OR OTHER RIGHTS RESERVED TO THE "DECLARANT" UNDER THE DECLARATION WILL BE EXERCISED BY PERSONS OTHER THAN SELLER AND SELLER SHALL HAVE NO RESPONSIBILITY, OBLIGATION, OR LIABILITY WHATSOEVER TO ANY PURCHASER OR OWNER THEREFOR.

ADDITIONAL DISCLOSURES AND DISCLAIMERS OF CERTAIN OTHER MATTERS:

The term "Properties", as used throughout these disclosure and disclaimer provisions, shall include the particular Unit, and all other condominium units and improvements in the Community. All disclosures and disclaimers set forth in this Public Offering Statement shall be cumulative with, and shall not limit, any and all disclosures and disclaimers set forth in the Purchase Agreement, and in the various documents described in, and/or listed and set forth as attachments to, this Public Offering Statement, which disclosures and disclaimers are incorporated herein by this reference. Inclusion or description of certain items or matters in this Public Offering Statement shall not raise any inference whatsoever regarding the importance or lack of importance of any other item or matter not included or described in this Public Offering Statement. Without limiting any other provision herein, each Owner (for purposes of these Additional Disclosures and Disclaimers, the term "Owner" shall include the Owner and any and all tenants, and their respective Families, guests and other invitees) hereby acknowledges and agrees to all of the following:

A. There are presently and may in the future be other major electrical power system components (high voltage transmission or distribution lines, transformers, etc.) from time to time located within or nearby the Properties, which generate certain electric and magnetic fields ("EMF") around them. Seller specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to EMF.

B. The Properties or portions thereof from time to time may be located within or nearby certain airplane flight patterns, and/or subject to significant levels of airplane traffic and noise. Without limiting the preceding sentence: (a) McCarran International Airport is located approximately five (5) miles north of the Community; and (b) Henderson Executive Airport is located approximately two (2) miles west of the Community; and, with respect to both airports: (i) the Community may be subject to air traffic flight patterns; (ii) air and noise pollution may be experienced; and (iii) present airport and related operations are subject to change, and are not within the control of Seller or the Association. Seller hereby

specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to airplane flight patterns, and/or airplane noise.

C. The Properties or portions thereof are or may be located adjacent to or nearby major roads (all, collectively, "roadways"), and subject to levels of traffic, noise, dust, and other nuisance from such roadways; that Seller hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to roads and/or noise, dust, and other nuisance therefrom.

D. The Unit and other portions of the Properties are or may be located adjacent to or nearby major water facilities and major water and drainage channel(s) and/or washes (all, collectively, "Facilities"), the ownership, use, regulation, operation, maintenance, improvement and repair of which are not necessarily within Seller's control, and over which Seller does not necessarily have jurisdiction or authority, and, in connection therewith: (1) the Facilities may be an attractive nuisance to children; (2) maintenance and use of the Facilities may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven vehicles and/or equipment used by Facilities maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to Improvements and property on the Properties, particularly in the event of overflow of water or other substances from or related to the Facilities, as the result of nonfunction, malfunction, or overtaxing of the Facilities or any other reason; and (4) any or all of the foregoing may cause inconvenience and disturbance to Purchaser and other persons in or near the Unit and/or Common Elements, and possible injury to person and/or damage to property.

E. The Properties are generally part of Anthem, and are subject to the Community Covenant and Anthem Council, but are not a part of the Sun City Anthem residential community, and Unit Owners and/or residents in Terra Bella will not have access to or the right to use any non-public facilities in Sun City Anthem.

F. The Unit and other portions of the Community are or may be nearby major regional underground natural gas transmission pipelines. Seller hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to gas transmission lines.

G. Construction or installation of improvements and/or installation and/or growth of trees or other vegetation by Original Declarant, Seller, Del Webb, and/or other third parties nearby a Unit or Properties, may impair or eliminate the view, if any, of or from the Unit and/or Common Elements. Each Owner, by acquiring title to his Unit, whether or not specifically so expressed in the deed therefor, shall conclusively be deemed to have acknowledged and agreed that (notwithstanding any oral representation of any sales agent or other person to the contrary) acts, omissions, and/or conditions (including, but not necessarily limited to, any construction or installation by Seller or third parties, or installation or growth of new or existing trees or other plants inside or outside the Properties) may impair or eliminate the view of such Owner, and accepts and consents to such view impairment or elimination, and releases any and all claims in connection therewith.

H. Residential condominium construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "expected minor flaws" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects.

I. Indoor air quality of the Unit may be affected, in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles

emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and so on.

J. The installation and maintenance of a gated community, and/or any security or traffic access device, operation, or method, shall not create any presumption, or duty whatsoever of Seller or Association, (or their respective officers, directors, managers, employees, agents, and/or contractors), with regard to security or protection of person or property within or adjacent to the Properties; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Properties had been located within public and not gated; and that gated entrances may restrict or delay entry into the Properties by law enforcement, fire protection, and/or emergency medical care personnel and vehicles; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have voluntarily assumed the risk of such restricted or delayed entry.

K. The Properties are or may be located adjacent to or nearby a school, and school bus drop off/pickup areas, and subject to levels of noise, dust, and other nuisance resulting from or related to proximity to such school and/or school bus stops.

L. The Properties are or may be located adjacent to or nearby a commercial site, and subject to substantial levels of sound, noise, and other nuisances, from such commercial site, and any commercial buildings or facilities developed thereon.

M. The Las Vegas Valley contains a number of earthquake faults, and that the Properties or portions thereof may be located on or nearby an identified or yet to be identified seismic fault line; and that Seller specifically disclaims any and all representations or warranties, express or implied, with regard to or pertaining to earthquakes or seismic activities.

N. Certain portions of land ("Neighboring Developments") outside, abutting and/or near the Perimeter Wall/Fence have not yet been developed, and in the future may or will be developed by third parties over whom Seller has no control and over whom the Association has no jurisdiction, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Community or Owners, and may result in portions of Perimeter Wall/Fence and/or Exterior Wall/Fence being utilized by third persons who are not subject to the Declaration or the Governing Documents; and Seller and Association specifically disclaim any and all responsibility and/or liability thereof.

O. Each Purchaser, by acquiring title to a Unit, shall conclusively be deemed to have acknowledged and agreed having received from Seller information regarding the zoning designations and the designations in the master plan regarding land use, adopted pursuant to NRS Chapter 278, for the parcels of land adjoining the Properties to the north, south, east, and west, together with a copy of the most recent gaming enterprise district map made available for public inspection by the jurisdiction in which the Unit is located, and related disclosures. Seller makes no further representation, and no warranty (express or implied), with regard to any matters pertaining to adjoining land or uses thereof or to any gaming uses or issues. Purchaser is hereby advised that the master plan and zoning ordinances, and gaming enterprise districts, are subject to change from time to time. If additional or more current information concerning such matters is desired, Purchaser should contact the appropriate governmental planning department. Each Purchaser acknowledges and agrees that its decision to purchase a Unit is based solely upon such Purchaser's own investigation, and not upon any information provided by any sales agent.

P. The Properties are located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, coyotes and foxes), which may from time to time stray onto the Properties, and which may otherwise pose a nuisance or hazard; and the Properties from time to time may, but need not necessarily, experience problems with scorpions, bees, ants, spiders, termites, pigeons, snakes, rats and/or other insects or pest (all, collectively, "pests"). Seller specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pests which may be associated with the Unit and/or other portions of the Properties.

Q. There is a high degree of alkalinity in soils and/or water in the Las Vegas Valley, and that this alkalinity tends to produce, by natural chemical reaction, discoloration, leaching and erosion or deterioration of concrete walls and other Improvements ("alkaline effect"). The Unit and other portions of the Properties may be subject to such alkaline effect, which may cause inconvenience, nuisance, and/or damage to property. The Governing Documents require the Association to not change the established grading and/or drainage.

R. Seller presently plans to develop only those Units which have already been released for construction and sale (Building #6), and that Seller has no obligation with respect to future phases, plans, zoning, or development of other real property contiguous to or nearby the Units. Proposed or contemplated residential and other developments may have been illustrated in the plot plan or other sales literature in or from Seller's sales office, and/or Purchaser may have been advised of the same in discussions with sales personnel; however, notwithstanding such plot plans, sales literature, or discussions or representations by sales personnel or others, As Seller does not any property other than Building #6, it is under no obligation to construct such future or planned developments or units., Purchaser is not entitled to rely upon, and in fact has not relied upon, the presumption or belief that the same will be built. No sales personnel or any other person in any way associated with Seller has any authority to make any statement contrary to the provisions set forth in the foregoing or any provision of the written purchase agreement.

S. Residential condominium construction are subject to and accompanied by substantial levels of noise, dust, construction-related traffic and traffic restrictions, parking restrictions and other construction-related "nuisances". Each Owner acknowledges and agrees that it is purchasing a Unit which is within a residential condominium subdivision currently being developed, and that the Owner will experience and accepts substantial level of construction-related "nuisances" until the subdivision (and other neighboring portions of land being developed) have been completed and sold out.

T. The Unit is one unit in a multi-unit condominium building, located in close proximity to other condominium units and buildings, and private streets and parking areas in the Properties, and, accordingly, is and will be, subject to substantial levels of sound, noise, and other potential "nuisances".

U. Seller and/or Declarant and/or Owner of plots 1,2,4,7,8 & 9 shall have the right (but not the obligation), at any time and from time to time, in its sole and absolute discretion, to: (a) design and/or to build different or varying product types or designs for new Condominium Units in the Community; (b) establish and/or adjust sales prices or price levels for Condominium Units; (c) supplement and/or modify of Record all or any parts of the descriptions set forth in the exhibits hereto; and/or (d) unilaterally modify and/or limit, by Recorded instrument, the maximum total number of Units which may be constructed in the Community; and that the Annexable Area may, but need not necessarily, from time to time be annexed hereto.

V. Model homes are displayed for illustrative purposes only, and such display shall not constitute an agreement or commitment on the part of Seller to deliver the Unit in conformity with any

model home, and any representation or inference to the contrary is hereby expressly disclaimed. None of the decorator items and other items or furnishings (including, but not limited to, decorator paint colors, wallpaper, window treatments, mirrors, upgraded flooring, decorator built- ins, model home furniture, model home landscaping, and the like) shown installed or on display in any model home are included for sale to Purchaser unless an authorized officer of Seller has specifically agreed in a written Addendum to the Purchase Agreement to make specific items a part of the Purchase Agreement.

W. Seller reserves certain rights granted to it under the Settlement Agreement with the HOA, until the Close of Escrow of the last Unit in the building, to unilaterally control the entry gate(s), and to keep all such entry gate(s) open during such hours established by Seller, in its sole discretion, to accommodate Seller's construction activities, and sales and marketing activities. The Declarant and/or owners of plots 1,2,4,7,8&9 reserves certain rights granted to it with the HOA, until the Close of Escrow of the last Unit in the Properties, to unilaterally control the entry gate(s), and to keep all such entry gate(s) open during such hours established by Declarant and/or Owners of plots 1,2,4,7,8&9 in its sole discretion, to accommodate construction activities, and sales and marketing activities.

X. Seller reserves rights granted to it under the Settlement Agreement with the HOA until the Close of Escrow of the last Unit in the building, to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Properties, in Seller's and the HOA's sole discretion, to accommodate Seller's construction activities, and sales and marketing activities; provided that no Unit shall be deprived of access to a dedicated street adjacent to the Properties. The Declarant and/or owners of plots 1,2,4,7,8&9 reserves certain rights granted to it with the HOA, until the Close of Escrow of the last Unit in the Properties, to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Properties, to accommodate construction activities and sales and marketing activities of the Declarant and/or Owners of plots 1,2,4,7,8&9; provided that no Unit shall be deprived of access to a dedicated street adjacent to the Properties

Y. Sewer cleanouts for some or all Units within a Condominium Building are or may be located within the Garage of other Unit(s), and, in such event, the Owners of the other Units in the Condominium Building shall have an easement over and across said Garage for purposes of reasonably inspecting and cleaning their respective Sewer cleanouts.

Z. Water is master metered and paid periodically by the Association, and aggregate sewer charges are paid periodically by the Association, and both water and sewer are subject to monthly or other periodic assessments by the Association of allocated amounts to the Owners of Units in the Properties. Each Owner shall be required to promptly pay such allocated water assessments, regardless of actual levels or periods of use of such water (i.e., regardless of occupancy or vacancy of the Unit, and regardless of family size, or other factors).

AA. Owners are prohibited from changing the external appearance of any portion of a Condominium Building.

AB. Garages of certain Units are or may be located directly below the one or more Unit(s) within a Condominium Building. The Owners of Units are subject to quiet hours', and the noise, vibration, and other nuisance provisions set forth in the Declaration with respect to use of and activities within their respective Garages and Units. Additionally, any door opener mechanism of a Garage as originally installed must be maintained by its Owner in its original condition, and, in the event such door opening mechanism should require maintenance, repair, and/or replacement, the Owner shall maintain, repair, and/or replace it with a new door opening mechanism which is at least as quiet as the one as originally installed.

AC. Certain "bare-floor" or "hard-floor" limitations and restrictions are set forth in the Declaration with respect to Upper Level Units, and may be supplemented from time to time in Rules.

AD. Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and any involved Owner shall be solely responsible for any such cracking or deterioration.

AE. "Cutting out" or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is strictly prohibited, and such "cutting out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration may seriously damage or adversely affect sound insulation or other important features of the Unit.

AF. Certain parking which may, but need not necessarily, be initially located adjacent to or nearby Seller's Community Sales Office is or may be only temporary in nature, and a Condominium Building will or may be built on such location.

AG. Other matters, limitations, and restrictions, uniquely applicable to this Community, are set forth in the Declaration, and may be supplemented from time to time by Rules and Regulations. Each Owner in this Community is expected to behave in a reasonable and cooperative "good neighbor" manner at all times, particularly with respect to the other Owners of Units in the same Condominium Building and in the Properties.

AH. Each Purchaser understands, acknowledges, and agrees that Seller, has entered into a Settlement Agreement with the Terra Bella Home Owner's Association, and as such, has reserved certain rights, easements and related powers in the Declaration which may limit certain rights of Purchaser and Owners other than Seller:

AI. SELLER IS NOT THE OWNER OF ALL OF THE REAL PROPERTY THAT MAY BE ANNEXED INTO THE COMMUNITY. ACCORDINGLY, THE DEVELOPMENTAL RIGHTS, SPECIAL DECLARANT RIGHTS AND/OR OTHER RIGHTS RESERVED TO THE "DECLARANT" UNDER THE DECLARATION WILL BE EXERCISED BY PERSONS OTHER THAN SELLER AND SELLER SHALL HAVE NO RESPONSIBILITY, OBLIGATION, OR LIABILITY WHATSOEVER TO ANY OWNER THEREFOR.

AJ. Seller did not author the Community Covenant, and Seller does not control Del Webb or the Anthem Council, which are independent and unrelated legal entities. Accordingly, Seller has no responsibility, obligation, or liability whatsoever to the Association or any Owner for: (1) the Community Covenant, or enforcement thereof; (2) the actions or omissions of Del Webb or the Anthem Council, and/or (3) the use, regulation, operation, maintenance, improvement, or repair, of Anthem Council Property.

AK. The Community is generally part of Anthem, and is subject to the Community Covenant and the Anthem Council, but is not a part of the Sun City Anthem residential community, and condominium unit owners and/or residents in the Community will not have access to or the right to use any non-public facilities in Sun City Anthem.

AL. Seller presently plans to develop only those Units which Seller owns (Building #6) and which have already been released for construction and sale, and Seller has no obligation with respect to future phases, plans, zoning, or development of other real property contiguous to or nearby the Unit. The Purchaser or Owner of a Unit may have seen proposed or contemplated residential and other developments which may have been illustrated in the plot plan or other sales literature in or from Seller's

sales office, and/or may have been advised of the same in discussions with sales personnel; however, notwithstanding such plot plans, sales literature, or discussions or representations by sales personnel or otherwise, Seller does not own any of the other plots and is under no obligation to construct such future or planned developments or units, and the same may not be built by Seller and/or may not be built at all. A Purchaser or Owner is not entitled to rely upon, and in fact has not relied upon, the presumption or belief that the same will be built; and no sales personnel or any other person in any way associated with Seller has any authority to make any statement contrary to the provisions set forth in this Public Offering Statement or in the Purchase Agreement.

AM. Seller is not the owner of all of the real property that may be added to the Community and Seller may elect to sell, at any time, all or any portion of the real property that is owned by Seller to any third party, including other developers or builders; accordingly, Seller makes no representation or warranty that Seller will actually construct or be the builder of all condominium units in the Community or even that Seller will be the seller or builder of all of the condominium units now or hereafter constructed on the real property that Seller currently owns.

AN. The Community is located within the Clark County School District. NOTE, THE TERRA BELLA COMMUNITY IS RESTRICTED TO ADULT OCCUPANCY. SCHOOL AGE STUDENTS UNDER 19 YEARS OF AGE ARE NOT PERMITTED TO RESIDE PERMANENTLY IN THE TERRA BELLA COMMUNITY, AS SET FORTH IN FURTHER DETAIL IN THE DECLARATION.

RELEASES OF DISCLOSED AND/OR DISCLAIMED ITEMS:

AS AN ADDITIONAL MATERIAL INDUCEMENT TO SELLER TO SELL THE UNIT TO PURCHASER, AND WITHOUT LIMITING ANY PROVISION IN THE PURCHASE AGREEMENT, PURCHASER (FOR ITSELF AND ALL PERSONS CLAIMING UNDER OR THROUGH PURCHASER) RELEASES SELLER, THE ASSOCIATION, ANTHEM COUNCIL, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS AND CONTRACTORS, FROM ANY AND ALL LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARDS) RELATED TO OR ARISING IN CONNECTION WITH ANY DISTURBANCE, INCONVENIENCE, INJURY OR DAMAGE RESULTING FROM OR PERTAINING TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES DESCRIBED IN THE FOREGOING PORTIONS OF THIS PUBLIC OFFERING STATEMENT.

USE RESTRICTIONS:

Use and occupancy of the Units, use of Garages, and use and enjoyment of Common Elements are subject to certain restrictions specified in the Declaration, as may be supplemented by other Governing Documents. Units may only be used for residential purposes, and Garages may only be used for parking or storage of vehicles and/or storage of related, non-flammable items, pursuant to the Declaration. The use restrictions set forth in the Declaration apply to all of the Properties.

INSURANCE:

Detailed insurance provisions are set forth in the Declaration. Without in any way limiting or modifying the Declaration, the following information is provided. The Association will maintain, for its protection, general liability and casualty insurance covering personal injury and property damage occurring in the Common Area, together with coverage on all persons handling Association funds. Each individual Owner is solely responsible for all insurance coverage on his or her individual Unit (including, but not necessarily limited to, fire, personal liability, and contents of dwelling insurance).

JUDGMENTS:

There are no unsatisfied judgments or pending lawsuits against the Association and, to the best of Seller's knowledge, there are no pending lawsuits material to the Community.

DECLARANT'S PERSONAL PROPERTY:

All of Seller's tangible personal property used in the Properties will remain Seller's property, and shall neither constitute nor be deemed property of the Association.

OTHER MATTERS:

Seller and/or the Association shall have the right, but not the obligation, to obtain master water supply and sewage disposal through one master meter for the Properties (including the Units and Common Elements). In the event such master service is obtained, the costs thereof shall be Common Expenses, and shall be allocated to individual Units as a part of the periodic Assessments. The Association shall own the water and sewer lines and equipment, from the boundary of the Properties, to the boundary of the Units. The cable television company shall own any cable television lines and equipment. The costs of master trash collection services, from designated trash collection locations in the Common Elements, shall be Common Expenses, and shall be allocated to individual Units as a part of the periodic Assessments.

Location of items such as fire hydrants, cluster mail boxes, streetlights, and other items, may be as determined by local or federal authorities. Telephone boxes, electric transformers and/or cable equipment may be located near or on the Unit. Said equipment may not appear until later in construction.

PRIORITIES AND INCONSISTENCIES:

This Public Offering Statement and the Governing Documents shall be construed to be consistent with one another to the extent reasonably possible. If there exists any irreconcilable conflict or irreconcilable inconsistency, the terms and provisions of the Declaration shall prevail, subject to applicable law.

ADDITIONAL DISCLAIMERS:

NOTWITHSTANDING ANY PROVISION OF THIS PUBLIC OFFERING STATEMENT, SELLER, SUCCESSOR DECLARANT, ORIGINAL DECLARANT AND DEL WEBB (AND THEIR RESPECTIVE CONTRACTORS) ARE SEPARATE LEGAL ENTITIES (AND THE ASSOCIATION IS A SEPARATE LEGAL ENTITY), AND NONE IS RESPONSIBLE TO A PURCHASER FOR THE ACTS OR OMISSIONS OF THE OTHERS. ALL ASSOCIATION ASSESSMENTS ARE IN ADDITION TO ALL TRANSFER FEES AND CAPITAL CONTRIBUTIONS. THE DISCLOSURES, DISCLAIMERS AND RELEASES SET FORTH IN THE PURCHASE AGREEMENT, THE DECLARATION AND THE OTHER GOVERNING DOCUMENTS, THE COMMUNITY COVENANT ARE INCORPORATED FULLY HEREIN BY THIS REFERENCE.

DEFINITIONS:

Any terms in this Public Offering Statement not separately defined herein shall reasonably have their respective meanings as set forth or referenced in the Declaration.

CANCELLATION RIGHT:

Unless Purchaser or his/her agent has personally inspected the Unit, Purchaser may cancel, by written notice, any contract for purchase of a Unit from Seller until midnight of the fifth calendar day following the date of execution of the Purchase Agreement. Prior to executing a Purchase Agreement for the purchase of a Unit, each Purchaser, shall be given the opportunity to inspect the Unit.

STATUTORY INFORMATION STATEMENT:

Pursuant to NRS 116.4103 (1)(l), attached hereto as ATTACHMENT "A" is the Statutory Information Statement that Seller is required to deliver to prospective purchasers.

RESIDENTIAL DISCLOSURE GUIDE:

A copy of the Nevada Real Estate Division's form Residential Disclosure Guide is attached hereto as ATTACHMENT "N" and is incorporated herein by this reference. The Residential Disclosure Guide contains relevant information concerning the disclosures that are required by federal, state and local law and regulations by a buyer and seller in a transaction involving the sale of residential real property. Seller makes no independent representations as to such matters.

ATTACHMENTS:

- A. TERRA BELLA AT ANTHEM Statutory Statement (**to be signed separately by Purchaser**)
- B. Declaration of Covenants, Conditions & Restrictions and Reservation of Easements for TERRA BELLA AT ANTHEM
- C. TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION Articles of Incorporation
- D. TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION Bylaws
- E. TERRA BELLA AT ANTHEM HOMEOWNERS ASSOCIATION Current Balance Sheet and Projected Budget for Current/Upcoming Fiscal Year
- F. Notice of Zoning Designation & Gaming Enterprise District Map; Copies of Statutes & Notice of Soils Report; Waivers (**to be signed separately by Purchaser**)
- G. Declaration of Covenants and Easements for the Anthem Community
- H. Perpetual Avigation Easement
- I. Declaration of Covenants, Conditions and Restrictions for Anthem Multi-Family Housing Parcel
- J. Anthem Council Articles of Incorporation
- K. Anthem Council Bylaws & First Amendment
- L. Anthem Council Current Balance Sheet and Budget
- M. Disclosure Statement, Age-Qualified Occupant (**to be signed separately by Purchaser**)
- N. Nevada Real Estate Division's form Residential Disclosure Guide

PURCHASER'S ACKNOWLEDGMENT & AGREEMENT:

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE ORIGINAL OF THIS PUBLIC OFFERING STATEMENT AND ALL OF THE REFERENCED ATTACHMENTS, INFORMATION BROCHURE, TOGETHER WITH COPIES OF ALL ATTACHMENTS LISTED ABOVE AND HEREBY ACCEPTS AND AGREES TO EACH AND EVERY PROVISION SET FORTH IN THIS PUBLIC OFFERING STATEMENT AND INFORMATION BROCHURE, AND IN ALL OF THE REFERENCED ATTACHMENTS. THE UNDERSIGNED HAS REVIEWED ALL OF THE SAME TO THE EXTENT INDEPENDENTLY DEEMED TO HAVE BEEN NECESSARY AND APPROPRIATE TO MAKE AN INFORMED DECISION TO PURCHASE.

Signature (Purchaser)

Signature (Purchaser)

Date

Date