

Contract ID #: _____

HERON RIDGE ESTATES**HOMESITE PURCHASE AND SALE AGREEMENT WITH EARNEST MONEY PROVISION FOR BUYER**

This Homesite Purchase and Sale Agreement With Earnest Money Provision for Owner/Builder/Contractor (this "Agreement") is made effective this ____ day of ____, 2014, by and between The Ewing Company, Inc., whose address is 1500 Eldorado St., #4, Boise, ID 83704 (the "Owner") or assigns, and _____, whose address is _____ (the "Buyer").

1. "Purchase Price" \$ _____

2. "Earnest Money"
Buyer hereby deposits \$5,000.00 dollars as earnest money evidenced by __cash, __check, __other _____, and a receipt is hereby acknowledged. Earnest money is to be deposited into trust account upon acceptance of all parties, and shall be held by Pioneer Title Company for the benefit of the parties hereto. The Earnest Money shall be a fully refundable deposit unless otherwise provided hereto. If this transaction closes as provided herein, the Earnest Money shall apply toward the Purchase Price at the Close of Escrow, as hereinafter defined. If this transaction does not close as a result of any reason other than default by Buyer, Earnest money shall promptly be delivered to the Buyer.

(BROKER) SHALL HOLD THE COMPLETELY EXECUTED BROKER'S COPY OF THIS AGREEMENT. THE RESPONSIBLE BROKER FOR THIS TRANSACTION SHALL BE:

Eric Stans

3. "Construction Deposit" Prior to Close of Escrow, a construction deposit fee of \$5,000.00 will be deposited by Buyer to the Title Company.

Said fees shall be converted by Seller at closing to a deposit with the Heron Ridge Estates Owners Association for the Architectural Control Committee Review and Post Inspection Fee and shall not be credited to Buyer at closing. Thereafter, the Architectural Control Committee shall reimburse the fee to the buyer upon the timely and satisfactory completion of the approved and required improvements subject to any offsets as designated in the Master Declaration of Covenants, Conditions, Restrictions, and Easements (CC&Rs) or the Architectural Design Standards and Construction Guidelines.

4. "Title Company/EM Holder" Pioneer Title Company

5. "Title Co. and Closing Agent" 8151 W Rifleman St, Boise, ID 83704, Debbie Andrews

6. "Closing Date" The closing date shall be no later than (Date) _____.

7. "Property" Lot ____, Block ____ of Heron Ridge Estates according to the official plat thereof, filed in Book 106 of Plats at Page(s) 14737 - 14739, records of Ada County, State of Idaho.

8. "Project" The Heron Ridge Estates Residential Development.

Initials _____, _____, Date _____

Contract ID #: _____

9. "Project Documents" Shall be all documents listed on Exhibit A.

10. "Representation"

LISTING AGENCY: Idaho Premier Properties Office Phone: 208-375-0110

Office Fax: 208-375-7024 E-Mail: eric@idpremierprop.com Cell Phone: 208-841-7543

Listing Agent: Eric Stans

SELLING AGENCY: _____ Office Phone: _____

Office Fax: _____ E-Mail: _____ Other Phone: _____

Selling Agent: _____ Cell: _____

REPRESENTATION CONFIRMATION: Check one box in Section 1 and Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) to the BUYER(S) AND SELLER(S).

Section 1:

- A The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
- C The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), and has ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D The Broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S)
- B The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S)
- C The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S)
- D The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S)

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT

Initials _____, _____ Date _____

Contract ID #: _____

REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

RECITALS

- A. Owner is the owner of the Property.
- B. Owner desires to sell the Property to Buyer in accordance with the terms of this Agreement.
- C. Buyer desires to purchase the Property from Owner in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property Purchase. Owner agrees to sell and Buyer agrees to buy the Property for the Purchase Price upon the terms and conditions contained herein.
2. Payment of Purchase Price. The Remaining Balance of the Purchase Price shall be paid to Owner, in cash or official bank check, on the Closing Date.
3. Conveyance of Title. Owner's title to the Property is to be conveyed to Buyer by warranty deed ("Warranty Deed"), subject only to the lien of real estate taxes for the current calendar year not yet due and payable, the rights reserved in building or use restrictions, building and zoning regulations and ordinances of any governmental unit, documents, instruments, and agreements of record, rights of way and easements established or of record, and restrictive covenants, conditions and restrictions of record, including, without limitation, the Project Documents. Any liens to be discharged by Owner may be paid out of the Purchase Price received by Owner on the Closing Date. All water and water rights, canals or canal rights, ditches or ditch rights, and any other rights and interests in water and water rights appurtenant or pertaining to the Property are excluded from the sale contemplated by this Agreement and reserved in the Owner.
4. Closing and Escrow Matters.
 - 4.1. Closing and Escrow Instructions. The Closing Agent is hereby authorized and instructed to act according to the terms and instructions as set forth in this Agreement, and to prepare and/or provide additional escrow instructions as appropriate to complete the sale contemplated by this Agreement. Buyer and Owner agree to execute the Closing Agent's closing and escrow instructions as reasonably requested by the Closing Agent to complete the sale contemplated by this agreement.
 - 4.2. Escrow. On or before the Closing Date, Buyer shall deposit with the Closing Agent all funds and instruments necessary to complete the sale contemplated by this Agreement, in accordance with the terms and conditions hereof and any closing and escrow instructions prepared by the Closing Agent.

Initials _____, _____ Date _____

Contract ID #: _____

4.3. Close of Escrow. The closing of the Escrow shall occur on the Closing Date, which shall be the date the Warranty Deed is recorded in the official records of Ada County, Idaho and the balance of the Purchase Price is released to Owner and/or Closing Agent.

4.4. Proration's.

4.4.1. County and special district (if any) taxes and assessments shall be prorated in Escrow, as of the date of Close of Escrow, based on the most recent information available in the office of the taxing entity. All proration's shall be made on the basis of a 30-day month and a 360-day year, unless the parties otherwise agree in writing. Buyer hereby agrees to assume and be liable for any subsequent tax assessments for the increased value of the property following close of escrow, including, without limitation, any assessments for the value of the Improvements.

4.4.2. Closing Agent's escrow fee or escrow termination, if any, shall be the responsibility of Owner and Buyer in equal shares.

4.5. Buyer's Costs.

4.5.1. Buyer shall be responsible for the cost of recording the Deed.

4.5.2. Commencing on the Closing Date, any and all set-up fees and assessments payable to, on account of or levied by any applicable homeowners' association or other association related to the Property shall begin to accrue and Buyer shall be responsible for, and pay, when due, any and all such fees and assessments.

4.5.3. If Buyer desires to purchase title insurance for the Property, the cost and expense for such title insurance shall be the Buyer's responsibility.

4.5.4. \$600 Architecture Review Fee for a total of \$600 will be collected at time of lot closing.

4.6. Other Costs. All other costs and fees, including any and all legal fees and costs, shall be the responsibility of the party incurring the same.

4.7. Possession. Buyer shall be entitled to possession upon closing.

5. Additional Terms of Sale. The sale contemplated by this Agreement is subject to the following terms, conditions and contingencies:

5.2. Buyer's Default. If Buyer neglects or refuses to comply with the terms or conditions of the sale contemplated by this Agreement within five (5) days from the date in which said term or condition is to be complied with, then the Earnest Money released to Owner by Closing Agent shall be considered a portion of the damages owed to Owner, any and all of Buyer's rights and interests in the Property shall be immediately terminated, Buyer's rights under this Agreement shall become null and void, and Owner shall have all rights and remedies contained in this Agreement, and under law and in equity. The retaining of the Earnest Money by Owner as payment of a portion of Owner's damages shall not constitute a waiver of any other legal or equitable remedies available to Owner. All remedies of the Owner shall be cumulative.

Initials _____, _____ Date _____

Contract ID #: _____

6. Project Documents. Prior to Closing, Owner shall deliver or cause to be delivered the Project Documents to Buyer. At Closing, Buyer shall acknowledge receipt and review of the Project Documents and other documents in connection with the Property by executing the form attached hereto as Exhibit A.

7. Compliance With Project Documents. By accepting the Warranty Deed to the Property, Buyer agrees to adhere to all the covenants, conditions, restrictions, easements and equitable servitudes enunciated in the Project Documents, including the payment of any and all assessments levied by any applicable homeowners' or other association. Buyer understands and is informed that the Owner, any other owner of Property within the Project and/or any applicable homeowners' or other association will require strict compliance with, and may enforce the terms, covenants, conditions, restrictions, easements and equitable servitudes enunciated in the Project Documents. Buyer agrees that Buyer is responsible for understanding the covenants, conditions, restrictions, easements and equitable servitudes for the Project enunciated in the Project Documents, including, without limitation any and all design guidelines.

8. Mandatory Owner's Association Membership. The Buyer is subject to mandatory membership in an owners' association (HOA). Owner hereby notifies Buyer that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this community have been or will be recorded in the Real Property Records of the county in which the Property is located. The Buyer is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Property. The Association may grant, convey alter or enter into licenses, easements and rights-of-way in, or under the common area or neighboring property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Association.

9. Compliance with Laws and Regulations. Buyer hereby agrees that Buyer's contemplated use and improvement of the Property can not in any way violate any zoning, building, health, environmental, fire, or any other federal, state, county, municipal or other governmental or quasi-governmental law, ordinance, order, code or regulation with respect to the Property.

10. Additional Terms of Sale Regarding Buyer's Construction of a Residential Dwelling and Landscaping on the Property. In the event Buyer is purchasing the Property with the intent of constructing a residential dwelling thereon, including any landscaping, the following additional terms, conditions and covenants shall apply:

10.1. Excavation; Grading. Certain excavation, fill and other grading may have been done by the Owner during the course of development of the Property, including the alteration, filling in or relocation of certain ditches, creeks and surface irrigation ditches. Buyer is hereby advised to obtain from any independent source any additional information Buyer believes necessary, prior to the start of any and all construction. Any fill required for grading, construction or landscaping must be provided by Buyer. Buyer acknowledges that special building techniques may be required as a result of soil conditions on the Property and as a result of applicable local building codes and zoning ordinances. Any expense for special building techniques shall be borne exclusively by Buyer. Any and all soil, fill or other materials in excess of that required for the proper grading of the Property shall be removed by, and at the

Initials _____, _____ Date _____

Contract ID #: _____

expense of Buyer. Said soil, fill or other materials shall not be deposited on any other property within the Project boundaries. In addition, Buyer hereby agrees that any grading and/or fill material in connection with the Property shall not be taken from or deposited in any wetlands over which the U.S. Army Corps of Engineers has jurisdiction whether such wetlands are located on the Property, in the Project or elsewhere. It is understood and agreed that Owner is not obligated to grade, fill, clear or to in any way alter the existing grade elevation of the Property or to determine the suitability of the soils or site for construction of any and all improvements contemplated by Buyer.

10.2. Additional Responsibilities of Owner. If upon the close of the sale contemplated by this Agreement, access, water, sewer and electricity have not been extended to the Property, Owner hereby agrees to use all good faith efforts to install such improvements within 120 days following the Closing Date or as soon as practicable thereafter to accommodate reasonable construction and/or weather delays.

10.3. Commencement of Construction. Buyer confirms and agrees that Buyer's construction will not commence until after the Closing Date and after Buyer's plans and specifications for all improvements, including all buildings and landscaping, have been finally approved in writing by the appropriate design review committee, as provided in the Project Documents. Buyer hereby agrees that Buyer shall, within a period of one (1) year following the Closing Date, commence the construction of a residential dwelling structure upon each lot contained within the Property in compliance with the Project Documents, and such construction shall be completed within one (1) year after the construction has commenced, all in compliance with the Project Documents. Owner may extend the time to commence or complete construction by written consent to Buyer if Buyer is continuing to diligently pursue commencement or completion of construction as evidenced by Buyer's efforts to obtain a building permit and design review approvals and the presence of actual physical construction activities on the Property. The term "commence the construction" as used herein shall require actual physical construction activities upon the Property for such residential dwelling structure.

10.4. Option to Repurchase. In the event Buyer shall fail or refuse to commence the construction of a residential dwelling structure within the time frames set forth above, or if buyer otherwise attempts to sell the Property without a residential dwelling structure constructed thereon in compliance with the terms provided herein, Owner may, at Owner's option, repurchase the property and any improvements thereon from Buyer at a repurchase price equivalent to the money actually paid to Owner, less any closing costs incurred by Owner. If owner does not exercise option to repurchase property, buyers agrees to install sod, a full sprinkler system and to mow and maintain the lot per the HOA guidelines. Such option shall commence upon the expiration of the one (1) year period to commence construction.

10.5. Fees; Repairs. Notwithstanding Section 9.2 herein, Buyer shall be responsible for payment of all permits, fees and utility connection charges or fees related to the construction and occupancy of improvements on the Property. Buyer agrees to repair, at Buyer's own cost and expense, any damage to streets, curbs, sidewalks, fences, irrigation lines, sewers and utility facilities or other subdivision improvements caused by Buyer or Buyer's contractor, subcontractors, employees or agents from any cause whatsoever whether occurring prior to or after the Closing Date.

10.6. Acceptance Agreement. Buyer acknowledges receipt of a Lot Acceptance Agreement, a copy of which is attached hereto as Exhibit B, which must be completed and signed by Buyer upon the Closing Date. This Lot Acceptance Agreement is to verify in writing

Initials _____, _____ Date _____

Contract ID #: _____

the existing condition of the listed amenities and improvements prior to construction by Buyer. Buyer's failure to execute the Lot Acceptance Agreement as required under this Section shall be deemed Buyer's agreement that the amenities and improvements listed on the Lot Acceptance Agreement are in place and in good and acceptable repair. Any damage or destruction of the condition of the listed amenities and improvements during construction, shall be replaced or repaired at the Buyer's sole cost, and Owner shall have no responsibility whatsoever.

11. "AS IS" Condition. Buyer has inspected the Property and accepts the Property in the Property's present condition, "AS IS." Buyer acknowledges that Buyer's purchase is being made solely upon the result of Buyer's own inspections and examination and Buyer's opinion as to value and use of the Property, which is subject to the written approval of the Architectural Control Committee which will be responsible for the establishment and administration of design guidelines to facilitate the purposes and intent of the Covenants, Conditions and Restrictions, not in reliance upon any statements or representations by Owner, or any of Owner's agents and representatives.

12. Risk of Loss; Condemnation.

12.1. Risk of Loss. Risk of loss of or damage to the Property shall be borne by Owner until the Closing Date. Thereafter, Buyer shall bear the risk. In the event of material loss of or damage to the Property prior to the Closing Date, either Owner or Buyer may terminate this Agreement upon written notice to the other party and Closing Agent, in which event this Agreement shall become null and void and be of no further force or effect and Buyer shall be entitled to receive any and all Earnest Money deposited with Closing Agent. Owner and Buyer may agree to keep this Agreement in force, in which event Owner and Buyer may mutually agree in writing to an amended Closing Date, if necessary. All other terms, covenants and conditions of the Agreement shall remain in full force and effect, except that Owner and Buyer may adjust the Purchase Price to reflect the loss or damage or Owner may assign any insurance proceeds payable by reason of such loss or damage to Buyer upon Closing.

12.2. Condemnation. If, prior to Closing Date, Seller receives actual notice that a condemnation or eminent domain action is filed against the Property or any part of the Project (or that the taking is pending or contemplated), Seller shall promptly give notice thereof to Buyer. If such taking is of all or a significant portion of the Property such that the value of the Property is reduced by ten percent (10%) or more, Buyer may elect, by written notice delivered to Seller, within five (5) days after receipt of Seller's written notice, to terminate this Agreement and the Escrow, in which event the Earnest Money plus all interest earned thereon shall be immediately returned to Buyer, and thereafter neither party shall have any further obligation. If Buyer does not deliver written notice of termination within said five (5) day period, or if other than a significant portion of the Property is taken such that the value of the Property is reduced by less than ten percent (10%) then: (a) neither party shall have a right to terminate this Agreement; (b) Seller shall assign and deliver to Buyer all of Seller's interest in the award for such taking; and (c) the parties shall continue performance of this Agreement and the Escrow, without modification of any of its terms and without any reduction in the Purchase Price.

12.3. Disclaimers of Warranties. Owner, its agents or representatives have made no warranties (either express or implied), representations or understandings other than those expressly contained in this Agreement in connection with the transaction contemplated by this Agreement, the condition of the Property, or otherwise.

Initials _____, _____ Date _____

Contract ID #: _____

13. Owner's Representations: Buyer's Covenants. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of Owner set forth herein shall survive the Closing Date, and no action based thereon shall be commenced after the Closing Date. Delivery of the Warranty Deed by Owner and acceptance thereof by Buyer shall be deemed the full performance and discharge of every obligation on the part of Owner to be performed hereunder except those obligations of Owner which are expressly stated herein to survive the Closing Date. The terms, provisions, covenants and Indemnities of Buyer shall survive the Closing Date and delivery of the Warranty Deed, and this Agreement shall not be merged therein, but shall remain binding upon Buyer for the benefit of Owner until fully observed, kept or performed.

14. No Liens. Buyer covenants and agrees that Buyer shall not create, suffer or permit any liens or other encumbrances to be filed against any portion of the Property for materials, labor or for any other matters prior to the Closing Date. In the event any such matter is filed or claimed, Buyer covenants and agrees to indemnify, defend and hold Owner harmless therefrom and to pay all costs and expenses, including attorneys' fees and costs, to obtain a discharge thereof.

15. Attorneys' Fees. In any suit, action or appeal therefrom, to enforce or interpret any portion of this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs, and also including reasonable attorneys' fees and costs associated with any appeal of a judgment or a bankruptcy proceeding. The prevailing party will be that party which was awarded judgment as a result of trial or arbitration, or which receives a payment of money from the other party in settlement of claims asserted by that party.

16. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Idaho.

17. Notices. All notices shall be addressed to the parties at such addresses as are specified on page 1 of this Agreement, or as the parties may from time to time direct in writing. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or by facsimile. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. Any notice shall be deemed to have been given on (a) actual day of delivery or refusal to accept delivery, (b) the day after mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

18. Time. Time is of the essence of this Agreement, including without limitation all time deadlines for satisfying conditions and close of escrow.

19. Necessary Documents. The parties hereto agree to perform such further acts and to execute any and all documents necessary to consummate this transaction in accordance with the terms of this Agreement.

20. Assignability. The parties hereto understand and agree that either party shall have the right to assign his/her/its interest in this Agreement, provided written consent by the other party is first obtained. Seller shall reserve the right to make its approval of any Assignment conditioned upon restructuring the terms of this Agreement.

Initials _____, _____ Date _____

Contract ID #: _____

21. Remedies. Notwithstanding Section 5.2, should either party fail or neglect to perform in accordance with the terms of this Agreement or any other agreements between the parties, it shall be a default hereunder, and the nondefaulting party shall be entitled to all such rights as are available at law or in equity. The resort to any remedy by either party or the accepting of security for the performance of obligations shall not in any way constitute an election of or limitation on remedies. Amounts due and unpaid hereunder shall bear interest from the date payment is due at the rate of ten percent (10%) per annum, but not to exceed the maximum rate allowed by law.

22. Computation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or holiday.

23. Counterparts. This Agreement may be executed in counterparts and upon every party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the parties to the counterparts had signed the same document.

24. Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

25. No Recording of Agreement. Neither Buyer nor Owner shall record this Agreement.

26. Escrow Instruction. The Escrow Instructions shall be considered a part of this Agreement and no provision in said Escrow Instructions shall supersede or contradict the provision of this Agreement, unless the parties agree in writing to such change.

27. Binding Agreement. This Agreement shall extend to and bind the heirs, administrators, executors, representatives, successors and assigns of the parties hereto. Buyer acknowledges that they have read the entire document, including, any and all exhibits, addendums and other attachments, if any. Buyer also acknowledges the right to seek independent legal counsel to assist in the purchase of the Property and the review of this Agreement.

28. Incorporation of Exhibits and Addendums. All exhibits referred to herein are attached hereto and incorporated by reference, including any and all documents associated with such exhibits or addendums, are hereby incorporated into this Agreement by this reference.

29. Entire Agreement. This Agreement, the Exhibits attached hereto, and the Project Documents constitute the whole agreement between the parties hereto and no warranties, agreements or representations have been made or shall be binding upon either party unless set forth within this Agreement or within a written addendum executed by both parties hereto. All prior oral agreements between the parties are superseded by this Agreement.

30. Amendments. This Agreement may not be discharged, amended, modified or changed except by a writing signed by all of the parties hereto.

Initials _____, _____ Date _____

Contract ID #: _____

IN WITNESS WHEREOF, the Owner and Buyer have hereunto affixed their hands and seals the day, month and year first above written.

OWNER:

The Ewing Company, Inc.

By: The Ewing Company, Inc.

By: _____ Signature Subject to attached Counter offer

Date: _____ Signature Subject to attached addendums/attachments _____

BUYER(S):

Signature Subject to attached addendums/attachments _____, Exhibits _____

Signature: _____ Date: _____

Telephone No.: _____ Email: _____

Signature: _____ Date: _____

Telephone No.: _____ Email: _____

By executing this Agreement, Buyer hereby acknowledges receipt of a fully-executed copy of this Agreement.

Initials _____, _____ Date _____

Contract ID #: _____

ADDENDUM #1
TO HOMESITE PURCHASE AND SALE AGREEMENT WITH EARNEST MONEY PROVISION

That certain Homesite Purchase and Sale Agreement With Earnest Money Provision for Buyer ("Agreement") dated effective the _____ day of _____, 2014, by and between The Ewing Company, Inc., whose address is 1500 Eldorado St., #4, Boise, ID 83704 (the "Owner") and _____, who's address is _____ (the "Buyer") is hereby supplemented as follows:

1. **Buyer Resales of the Property.** In addition to all the covenants, conditions, restrictions, easements and equitable servitudes enunciated in the Project Documents and the Agreement, Buyer, and all its representatives, agents, independent contractors, successors and assigns, shall adhere to the following additional requirements:

1.1 Upon closing, Buyer agrees to be responsible for and pay all assessments levied against the Property under the terms and conditions of the Project Documents.

1.2 No signs shall be placed upon the Property without the prior written consent of Owner.

1.3 Notwithstanding the requirements enunciated in Section 1.2 above, any advertising, marketing or other promotional activities shall be approved by the Owner. Any such advertising, marketing or other promotional activities shall include the Owner's name and logo.

1.4 In the event of Buyer's resale of the Property, Buyer shall give the subsequent purchaser a true and correct copy of the Project Documents, and shall be responsible for educating said subsequent purchasers concerning the Project Documents, including, without limitation, the fact that any use of the Property must be in compliance with the Project Documents. In addition, the Buyer shall instruct the subsequent purchaser that the Property was purchased from Owner in an "as is" condition and any and all claims for alleged defects or defaults in the Property and/or the dwelling unit constructed thereon shall be deemed the responsibility of Buyer and not Owner. Buyer agrees to indemnify, defend and hold Owner harmless against any and all liability, loss, cost, damage or expense (including attorneys' fees) which Owner may incur arising out of Buyer's sale of the Property and/or residential improvements thereon to any subsequent purchaser. The indemnity obligations of Buyer under this section shall survive any termination of this Agreement or the delivery of any deed, and the transfer of title to the Property.

1.5 On or before the Closing Date, Buyer shall provide Owner with the following information, and complete the following tasks:

- (A) A favorable trade reference from each of the following with which Buyer has had prior business dealings:
- (1) a Realtor;
 - (2) a subcontractor;
 - (3) a lending institution
 - (4) a title company; and
 - (5) an architect/designer

Contract ID #: _____

(B) Two (2) favorable references from consumers which Buyer has provided home building services.

(C) Buyer's portfolio, including a minimum of three (3) homes build within the prior three (3) years.

(D) Proper marketing name, trademark and/or logo, if any.

1.6 Owner has established a single point of contact real estate sales team to provide trained and consistent real estate sales representation to potential purchasers and future residents of Heron Ridge Estates community. If Buyer desires independent real estate sales representation within Heron Ridge Estates, Buyer and Owner must discuss the terms of such representation prior to Buyer's engagement of such representation.

This Addendum is hereby incorporated in and made a part of the Agreement, and all the terms, covenants and conditions contained within the Agreement shall be applicable to this Addendum, and unless specifically modified hereby, all the terms, covenants, and conditions contained within the Agreement shall remain in full force and effect.

Owner:

The Ewing Company, Inc.

By: The Ewing Company, Inc.

By: _____

Date: _____

Buyer:

Name: _____

Name: _____

By: _____

By: _____

Date: _____

Contract ID #: _____

EXHIBIT A

Property: Lot ____; Block ____ Subdivision: _____ Project: Heron Ridge Estates
--

By signing the space provided below, Buyer hereby acknowledges that Buyer has received, read and understands each of the following documents relating to the Property:

- (a) Master Declaration of Covenants, Conditions and Restrictions for Heron Ridge Estates;
- (b) Heron Ridge Estates Residential Design Guidelines;
- (c) Heron Ridge Estates Owners Association, Inc. Articles of Incorporation and Bylaws and any other applicable local Owners association's articles and bylaws;
- (d) The Heron Ridge Estates – Final Plat;
- (e) Lot Acceptance
- (f) Addendum #1 to Homesite Purchase and Sale Agreement with Earnest Money Provision
- (g) Builder plan submitted Forms; Attachments A-H

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Contract ID #: _____

EXHIBIT B
Heron Ridge Estates
Lot Acceptance Agreement

The undersigned Buyer acknowledges to Owner that Buyer or Buyer's representative has duly inspected Lot ____, Block ____ of Heron Ridge Estates Sub #1 (Heron Ridge Estates), and that the following amenities and improvements are in place and in good acceptable order:

- 1. Water Meter
- 2. Power Boxes
- 3. Telephone Hook-ups
- 4. Cable TV Hook-up
- 5. Curbs & Gutters
- 6. Property Pins
- 7. Pressurized Irrigation
- 8. Buyer acknowledges some lots may or may not contain compacted fill

"BUYER"

"OWNER"

Name: _____

The Ewing Company, Inc.

Name:: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____