

deposits set forth in Paragraphs 6, 8, and 9 ("**Additional Fees**"), less the Earnest Money, is not fully paid on or before the Closing Date, Seller shall be entitled to consider this Agreement terminated without further action or notice by Seller, Seller shall retain the Earnest Money and Seller may then convey the Property to others without regard to this Agreement, and Buyer/Builder shall have no claim to the Property. In the alternative, Seller may permit Buyer/Builder to extend the Closing Date under terms and conditions mutually agreed upon by the parties. The parties agree that the Earnest Money provided for herein is a reasonable estimate of the damages Seller will incur as a result of Buyer/Builder's failure to close, it being recognized that the Property is uniquely valuable, and that by entering into this Agreement Seller has lost the ability to pursue other marketing opportunities with respect to the Property. The parties hereto expressly agree and acknowledge that Seller's actual damages in the event of a default by Buyer/Builder would be extremely difficult or impracticable to ascertain and that the Earnest Money represents the parties' reasonable estimate of such damages. The parties hereto expressly agree and acknowledge that the payment of such amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller.

4. CLOSING EXTENSIONS: Buyer/Builder shall be entitled to receive two (2) extensions of the Closing Date of not more than thirty (30) days apiece, upon payment to the Escrow Agent, on or before five (5) days prior to the original Closing Date or the first extended Closing Date, as the case may be, of a nonrefundable extension fee in the amount of **one thousand and no/100s Dollars (\$1000.00)** for each 30-day extension (the "**Extension Fee**"). Each Extension Fee shall be immediately disbursed to Seller, shall NOT be applicable to the Purchase Price, and shall not be subject to any proration or adjustment at Closing if the Closing occurs sooner than expiration of the 30-day extension (the "**Closing Extension**"). If Buyer/Builder does not close its purchase of the Property by expiration of the Closing Extension, this Agreement shall cease and terminate without further action or notice by Seller, and Seller shall retain the Earnest Money and the Extension Fee(s). Seller may then convey the Property to others without regard to this Agreement, and Buyer/Builder shall have no claim to the Property.

5. MULTIPLE PROPERTY CLOSINGS: In the event the Buyer/Builder enters into one or more Agreements to purchase two or more Properties, notwithstanding the language contained in this Agreement, the Closing Date for the purchase of two or more Properties shall be as follows:

a. If two Properties are purchased, then the Closing Date for the first Property (the "**Initial Closing Date**") shall be within thirty (30) days after the City of Nampa has agreed to issue a building permit for the Property, and the Closing Date for the second Property shall be within sixty (60) days after the Initial Closing Date.

b. If three Properties are purchased, then the Closing Date for the first Property (the "**Initial Closing Date**") shall be within thirty (30) days after the City of Nampa has agreed to issue a building permit for the Property, the Closing Date for the second Property shall be within sixty (60) days after the Initial

Closing Date, and the Closing Date for the third Property shall be within one hundred twenty (120) days after the Initial Closing Date.

6. ADDITIONAL CONSIDERATION PER LOT: In addition to the Purchase Price, Buyer/Builder shall pay the following sums for the Property at each Closing (the “Additional Fees”):

| | |
|------------------------------------|------------|
| Total purchase price of property: | \$ _____ |
| Construction Deposit | \$1,500.00 |
| City Park Exaction Fee: | \$316.00 |
| Pressurized Irrigation System Fee: | \$314.00 |
| Street Tree & Watering Fee | \$325.00 |
| Street Sweeping Fee: | \$150.00 |
| Mailbox and stand provided by ARC: | \$150.00 |
| Homeowners' Association Setup Fee: | \$195.00 |
| Architectural Review Fee: | \$300.00 |
| Less Earnest Money: | (_____) |
| Balance due at Closing: | \$ _____ |

7. CLOSING: The Buyer/Builder shall close its purchase of the Property by delivering the balance due on the Purchase Price plus the Additional Fees to the Escrow Agent in cash, certified check or federal wire transfer of immediately collectible funds on or before the close of business on the Closing Date (the "**Closing**"). At the Closing, Seller shall convey to Buyer/Builder, by executed and acknowledged Warranty Deed (the "**Deed**"), good and marketable title to fee simple interest in the Property, free of liens and encumbrances created or permitted by Seller or any parties claiming by, through or under Seller, except: (i) liens for taxes and assessments not yet due and payable, (ii) the Master Declaration of Covenants, Conditions and Restrictions for Vista Ridge, as amended, and as recorded with the Canyon County, Idaho recorder's office ("**CC&Rs**"), and (iii) those matters of record as of the Effective Date of this Agreement to which Buyer/Builder has not objected prior to Closing. At Closing, the Escrow Agent shall record the Deed, and possession of the Property shall transfer to Buyer/Builder.

8. TITLE & CLOSING COSTS: Seller shall not be obligated to provide title insurance policies on the Property. Taxes, utility payments and water assessments shall be prorated as of the Closing. Seller and Buyer/Builder shall each pay fifty percent (50%) of the escrow fees charged at the Closing, and Buyer/Builder shall pay the recording fees for the Deed.

9. ADDITIONAL TERMS POST-CLOSING: Following the Closing the following additional terms and conditions shall apply:

- a. Buyer/Builder acknowledges receipt of a copy of the recorded Master Declaration of Covenants, Conditions, and Restrictions for Vista Ridge Subdivision; the recorded First, Second and Third Amendments to said Master Declaration; and the Architectural Control Summary for Vista Ridge Subdivision, and agrees to abide by the terms therein.

- b. Buyer/Builder shall close its purchase of the Property prior to start of construction.
- c. Buyer/Builder is responsible to see that all Architectural Reviews and approvals as required per the Master Declaration and the Architectural Control Summary are obtained prior to commencing construction. Buyer/Builder shall submit home construction plans to the Architectural Review Committee (the “**ARC**”), c/o Vision Land Management, L.L.C., at 661 S. Rivershore Lane, Suite 120, Eagle, ID, for the ARC’s approval of all plans, specifications, and colors at a minimum of ten (10) business days prior to construction. Buyer/Builder shall pay seller \$300.00 on the Closing date for the Architectural Review Fee.
- d. Buyer/Builder shall deposit with the Seller a \$1,500.00 Construction Deposit which is to secure the Buyer/Builder’s construction and completion obligations, as well as to secure the Buyer/Builder’s compliance with the Builder’s Rules (“**Builder Rules**”), which are attached hereto as **Exhibit A** and made a part hereof. If the Buyer/Builder fails to timely complete its construction of the residence on the Property or if the Buyer/Builder violates any of its construction obligations or any of the Builder Rules, the Buyer/Builder will be subject to a forfeiture of all or a part of the Construction Deposit. Additionally, the Seller may deduct such fines, fees and/or costs as the Seller deems necessary out of the Construction Deposit, in its sole and absolute discretion, for the purpose of performing Buyer/Builder’s obligations under the Builder Rules, correcting damage caused by or deterring violations by the Buyer/Builder’s failure to comply with the Builder Rules. If Buyer/Builder fails to repair such damage within ten (10) days following receipt of written demand from Seller, then Seller shall be entitled, though not obligated, to hire a contractor to make such repairs and invoice Buyer/Builder for the actual costs of such repairs plus ten percent (10%) management and overhead fee. If Builder fails to pay such invoice within thirty (30) days after receipt, Seller shall be entitled to deduct such unpaid amount from the Construction Deposit and file a statutory lien against the Property for any such amount remaining unpaid after the Construction Deposit is depleted. These obligations are not limited to the sum of the Construction Deposit, and Seller shall be entitled to pursue other legal and equitable remedies against Buyer/Builder if the fines, fees and/or costs exceed that amount. Buyer/Builder’s obligations and Seller’s remedies set forth herein are in addition to those rules, regulations and requirements set forth by the ARC, any governmental authority, and the Master Declaration of CC&Rs.
- e. Buyer/Builder shall, at its cost, obtain a trash box (no less than 8’ square by 3’ high) and set it up on the Property, prior to commencement of construction. Buyer/Builder or its hired contractor shall empty the trash box and remove all other refuse and debris from the Property at least once per week, or more frequently if reasonably needed to keep the Property free of refuse and debris.
- f. From and after the Initial Closing and until completion and sale of the house built by Buyer/Builder on the Property, Buyer/Builder shall be responsible to supply

and maintain portable outhouses, in number and at locations conforming to applicable governmental regulations, for the Property.

- g. Buyer/Builder shall start construction of the home on the Property not more than forty five (45) days after the Property closing, shall pursue construction in a diligent and workmanlike manner, and shall complete construction and obtain an occupancy permit not more than eight (8) months after the start of construction.
- h. It is the Buyer/Builder's responsibility to determine the depth and location of the sewer connection on the property from the City of Nampa Department of Public Works.
- i. Buyer/Builder shall inspect the Property for damages to streets, curbs, sidewalks, fences (if any), and utility facilities prior to the Closing. Any damage reported prior to the Closing shall be the responsibility of the Seller. Any damage reported after the Closing shall be the responsibility of the Buyer/Builder. Except as otherwise disclosed to Seller prior to the Closing, Buyer/Builder has inspected the Property and accepts the Property in "AS IS" condition. Buyer is aware that the Property may require additional fill and/or top soil, and any such fill, topsoil, compaction and grading shall be the Buyer/Builder's expense.
- j. Buyer/Builder shall determine whether the tree in the parking landscape strip in front of the Property is obstructing the driveway and deliver written notice to Seller. Seller will have the tree moved to another location within thirty (30) days after the date of notification, but in no event later than thirty (30) days prior to issuance of the occupancy permit for Buyer/Builder's house on the Property.
- k. Buyer/Builder shall pay Seller \$150.00 on the Closing date for the cost of street sweeping.
- l. Buyer/Builder shall pay Seller \$325.00 on the Closing date for the cost of installing one street tree in the parking landscape strip in front of the Property and watering said tree until Buyer/Builder has completed construction of the dwelling on the Property.
- m. Buyer/Builder shall pay Seller \$316 on the Closing date as Buyer/Builder's share of Seller's private park improvements, in exchange for a \$316 City Park Exaction Fee voucher from Seller. Buyer/Builder shall be entitled to present the voucher to the City Building Department with its building permit application, in lieu of paying the \$316 City Park Exaction Fee.
- m. Buyer/Builder shall pay Seller \$314 on the Closing date as Buyer/Builder's share of Seller's irrigation, well, pump, pump house and pressurized irrigation system improvements, in exchange for a \$314 Pressurized Irrigation Exaction Fee voucher from Seller. Buyer/Builder shall be entitled to present the voucher to the City Building Department with its building permit application, in lieu of paying the \$314 City Pressurized Irrigation System Fee.

- n. Buyer/Builder shall pay Seller \$150.00 on the Closing date for the mailbox and post. Buyer/Builder will be responsible for installing the mailbox and post provided by Seller, either at a shared location identified by Seller on the sidewalk, if attached to the curb, or on a shared cement pad (poured at Seller's expense) in the landscape strip if the sidewalk is detached from the curb.
- o. Buyer/Builder shall pay Seller on the Closing date, the Vista Ridge Homeowners' Association one-time set-up fee assessment of \$195.00, and a prorated share of the current year's annual fee of \$350.00, prorated between Seller and Buyer/Builder as of the Closing date. A \$100 lot transfer fee shall be charged Buyer/Builder at the closing of the finished home sale.
- p. A Two Thousand Five Hundred Dollars (\$2,500.00) marketing fee will be paid by the Buyer/Builder to Seller's listing brokerage on the Closing date. This fee will be credited against the three percent (3%) listing commission paid to Seller's listing brokerage if Buyer/Builder lists its finished home for sale with Seller's listing brokerage.

10. AGENCY REPRESENTATION AND DISCLOSURE: All finished homes listed for sale in Vista Ridge Phase 3 Subdivision shall be listed with a real estate broker licensed in the State of Idaho. At the time of signing this Agreement, the agent working with the Buyer/Builder represents the Buyer/Builder, and the agent working with the Seller represents the Seller. If both agents are representatives of Seller's Agent, those agents are Limited Dual Agents. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has received from its agent, has read and understands the contents of the agency disclosure brochure.

11. RESTRICTION ON ASSIGNMENT OR RESALE OF PROPERTY: Buyer/Builder's skill and home-building experience are material considerations in Seller's offer to sell the Property to Buyer/Builder. Seller is relying on Buyer/Builder's abilities to perform the obligations of this Agreement and, for that reason, Buyer shall not be permitted to assign any interest in this Agreement or to sell the unfinished Property without first obtaining Seller's written consent, which may be withheld at Seller's sole discretion. Buyer/Builder shall be obligated to construct and complete a house on the Property in accordance with the timeline stated in Subparagraph 9(f) hereof. In the event Buyer/Builder terminates its homebuilding business in the Treasure Valley marketplace prior to completing construction on the Property, Buyer/Builder shall have the option of selling the unbuilt lot, but shall first offer it to Seller for repurchase at the original Purchase Price plus Buyer's costs of financing (or the prime rate applied to the Purchase Price if Buyer has self-financed the purchase), permitting and any partial construction costs incurred on the Property. If Seller does not purchase the Property, Buyer shall condition resale on the purchaser's agreement to build a house on the Property in compliance with the Master Declaration of CC&Rs, the Architectural Control Summary and the Vista Ridge 3 Builder Team Rules and Regulations (attached hereto as Exhibit "A"), and within the timeline set forth in Subparagraph 9(f).

12. SALE OF HOME TO NON-RESIDENT INVESTORS PROHIBITED: Buyer/Builder shall be obligated, in consideration for Seller's agreement to grant this Reservation and sell the Property to Buyer/Builder, to sell Buyer/Builder's finished home on the Property to a buyer who agrees in writing, as part of the purchase & sale agreement, to move into the Property within thirty (30) days after closing its purchase and who thereafter occupies the Property as said buyer's primary residence for a minimum of one (1) year, unless ill health, job transfer or other circumstance beyond the buyer's control require earlier resale of the home. Violation of this Paragraph will result in automatic forfeiture to Seller of Buyer/Builder's Construction Deposit, and Seller shall be entitled to pursue all available legal and equitable remedies against Buyer/Builder to overturn the violation.

13. GENERAL: This Agreement shall be binding on the executors, heirs, administrators, personal representatives, successors, and assigns of the respective parties. Time is of the essence of this Agreement. There are no prior written or verbal agreements modifying this Agreement, and this Agreement shall only be modified by a written amendment executed by both parties. If legal action is instituted to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs, both at trial and on appeal.

This Agreement was executed and made effective as of the Effective Date.

Seller:
Vista Properties, L.L.C.

Buyer/Builder:

(Print name)

By: Vision First, LLC, Managing Member

Signature: _____

Print name: _____

Title: _____

By: _____
Randal S. Clarno, Managing Member

Address: _____

Phone: _____

Cell Phone: _____

Seller's Agent:
Coldwell Banker Real Estate Co.

Buyer/Builder's Agent:

By: _____

By: _____

Exhibit A

Vista Ridge 3 Builder Team Rules and Regulations

1. Each Builder is responsible to see that all architectural reviews and approvals as required by the CC&Rs are obtained *prior to start of construction*. Each Builder shall submit home construction plans to the Architectural Review Committee (the “**ARC**”), as defined in the CC&Rs, c/o Vision First, L.L.C., at 661 S. Rivershore Lane, Suite 120, Eagle, ID, for the ARC’s approval of all plans, specifications, and colors at a minimum of 10 business days prior to construction.
2. All construction debris/trash shall be picked up on a daily basis and put into the trash box placed on its Property by each Buyer/Builder, before leaving the job site each night. This includes the lot, plus the front of street and any trash from the job site that might blow into the street or onto adjacent lots.
3. From and after the Initial Closing and until completion and sale of the house built by Buyer/Builder on the Property, Buyer/Builder shall be responsible to supply and maintain portable outhouses, in number and at locations conforming to applicable governmental regulations, for the Property.
4. Builders shall keep stored materials in an organized fashion.
5. Fires of any nature are strictly prohibited.
6. No animals are permitted on the building site.
7. Noise is prohibited between the hours of 7:00 pm and 7:00 am.
8. Builders will not have access to water or electricity from adjacent homes without obtaining permission from home-owner/builder.
9. Builders shall dump concrete and cleanout concrete trucks in designated areas **ONLY!**
10. Builders shall dump clean excess soil free of organic material in designated areas **ONLY!**
11. Builders may use excess soil from the designated soil dumping areas. Excavation below grade in the designated soil dumping areas and/or in future phase areas is prohibited.
12. Builders must regularly mow and remove from the Property all weeds and grass and maintain such growth at a height of not more than ten inches (10”) at all times before, during and after construction until Buyer/Builder sells the Property.

13. Builders will not store materials on adjacent lots or on the street.
14. Loud music, drugs, alcohol or dogs are strictly prohibited on site.
14. Builders shall not track or allow debris and soil on the street. If any debris or soil is tracked onto the street from the Builder's lot, the Builder shall sweep up the soil or debris within twenty four (24) hours.
15. Builders shall not park in front of occupied homes/driveways or mailboxes. Builders and their employees, subcontractors and suppliers shall not enter Vista Ridge 3 by way of E. Sunrise Rim Road through Vista Ridge No. 1 or No. 2 or the part of S. Windy Ridge Drive in Vista Ridge No. 1. All vehicle trips and deliveries shall be made by way of South Schober Street on the south boundary of Vista Ridge or Mikyl Ridge Loop on the west boundary of Vista Ridge No. 3, and builders shall so instruct their employees, subcontractors and suppliers.
16. Storm water pollution prevention plan (SWPPP) must be posted on each lot under construction. Violations may result in fines imposed by the City and/or EPA.
17. Builder shall promptly repair any damage caused by Builder, its employees, subcontractors or suppliers, to streets, curbs, sidewalks, fences (if any), and utility facilities on or adjoining the Property. If Builder fails to repair such damages within ten (10) days following receipt of written demand from Seller, then Seller shall be entitled, though not obligated, to hire a contractor to make such repairs and invoice Builder for the actual costs of such repairs plus ten percent (10%) management and overhead fee. If Builder fails to pay such invoice within thirty (30) days after receipt, Seller shall be entitled to file a statutory lien against the Property.