



ADDITIONAL TERMS TO REAL ESTATE PURCHASE AGREEMENT

THIS ADDENDUM (the "ADDENDUM") is attached to and forms part of a "Real Estate Purchase Agreement" (the "AGREEMENT") that is entered into by Ivory Homes Ltd., ("SELLER"), on the AGREEMENT DATE, with the BUYER and for the LOT described below. Capitalized terms used in this ADDENDUM (except bold capitalized terms) shall have the meanings for such terms that appear in the AGREEMENT.

AGREEMENT DATE _____

Lot ____ of Red Hill, Phase 1 Subdivision,
located in city of Coalville, Summit County,
Utah

BUYER: _____

The provisions of the AGREEMENT are modified, supplemented or deleted as follows;
otherwise, all the terms and provisions of the AGREEMENT shall remain in full force and effect.

The following conditions are a part of the Real Estate Purchase Agreement:

1. Buyer acknowledges receipt of the following information for Red Hill Subdivision Homeowners Association:
 - a. a copy of the association's governing documents in effect on the date of this agreement which may include the Covenants, Conditions and Restrictions ("CC&Rs"), By-Laws and Rules and Regulations, if any;
 - b. a copy of the association's most recent financial statement that includes any reserve funds held by the association or by a subsidiary of the association; and
 - c. a copy of the budget of the association which reflects the current monthly assessments for the association.
 - d. The current estimated monthly HOA fee is \$65.00 per month for all lots except Workforce Housing lots 106-113; 118-120, which are \$150.00 per month. Said fee will be collected monthly from time of Home Closing. A \$150.00 set up fee will be collected from Buyer and paid to the HOA management company at time of Home Closing. A \$250.00 capitalization fee will also be collected from Buyer and paid to the HOA reserve fund at time of Home Closing. All properties that re-sale in the subdivision are subject to a \$500.00 reinvestment fee upon re-sale. Seller makes no representations or guarantees that association fees will not increase over time or that governing documents may not be amended, supplemented or altered in the future.
2. Lots in Red Hill are subject to public utility easements. Each lot has a 10' public utility easement along the front and back. Some corner lots have side yard public utility easements. See the recorded plat for specific location of each public utility easement and associated rights and restrictions.

3. Basements will be included in each home in Red Hill. The height of each home will vary per plan and building lot. All home plans will have additional stairs at all home entry points.
4. Seller will install and maintain a perimeter fence along the exterior perimeters of phase 1, open space areas, and Hoytsville Road. See the Red Hill Phase 1 fencing plan for details.
5. Red Hill is in the vicinity of established agricultural operations. See note 5 on plat for details.
6. As a promotion, when Buyer finances a home through Momentum Loans, Buyer will receive the following:
 - a. Workforce Housing: Refrigerator and blinds – see Utah Workforce Housing Incentive Addendum .
 - b. Cottage (Trail and Parkside) and Collection Homes: Front yard landscaping installed by Seller per the Red Hill Landscaping Standards and CC&R regulations for landscaping.
 - c. Signature Homes:
 - i. 2,000 sq. ft. sod delivered and street tree reimbursement for up to \$350 towards park strip trees, as per the street tree plan and guidelines. Buyer shall purchase the trees and install them according to the street tree planting plan contained in the CC&Rs. Buyer does not have discretion to change the location, species, or number of trees lining the street on the Lot. For eligible reimbursement, Buyer must provide Seller paid receipts (with tree species included on receipt) within 9 months from Closing.
7. Homes must be fully landscaped within 9 months of Home Closing per recorded CC&Rs.

When signed below by BUYER, the foregoing provisions comprise additional terms and conditions to the original AGREEMENT present by BUYER to SELLER for acceptance. By signing below, BUYER and SELLER shall be bound by the AGREEMENT as modified by the foregoing provisions.

BUYER: _____

SELLER: _____

TITLE: _____

DATE: _____

DATE: _____



PROPERTY CONDITIONS ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT
Red Hill Phase 1 Subdivision

This ADDENDUM (the "ADDENDUM") is attached to and forms part of a "Real Estate Purchase Agreement" (the "AGREEMENT") that is entered into by Ivory Homes, Ltd., ("SELLER"), on the AGREEMENT DATE, with the BUYER and for the LOT described below. Capitalized terms used in this ADDENDUM (except bold capitalized terms) shall have the meanings for such terms that appear in the AGREEMENT or in this ADDENDUM.

AGREEMENT DATE: _____

LOT _____ of Red Hills Phase 1

BUYER: _____

Subdivision located in city of **Coalville, Summit County**

, Utah

Telephone H: _____ W: _____

The following is a summary of various conditions on The Property known of by SELLER as of the AGREEMENT DATE. *By making this disclosure, SELLER does not assume legal obligations that do not exist in applicable statutory and common law and hereby reserves its right to rest on established legal principles. To the extent SELLER is not required by applicable statutory and/or common law to disclose the following, such disclosures are provided by SELLER as a customer courtesy and SELLER disclaims any liability with respect to any such disclosures. BUYER is advised to conduct its own independent investigation of the substance of the disclosures set forth below and their legal significance.*

OFF SITE LAND USE CONDITIONS NOT MATERIAL

BUYER has not relied on existing zoning, approved uses, restrictions, conditions, covenants, structures, improvement, landscaping, trees, foliage or the absence thereof, on, above or beneath real property surrounding The Property purchased by BUYER pursuant to its Real Estate Purchase Agreement, common areas, real property surrounding the subdivision owned by SELLER (the "Subdivision"), and real property surrounding the Subdivision owned by third parties (all such property referred to as "Adjacent Property"). SELLER makes no representation, warranty or guaranty that existing zoning, approved uses, restrictions, conditions, covenants on, above or beneath the Adjacent Property, or that the existing zoning, approved uses, restrictions, conditions, covenants, structures, improvement, landscaping, trees, foliage or the absence thereof, on, above or beneath the Adjacent Property will not be altered, amended or removed. SELLER reserves the right to alter, amend or remove existing zoning, improvements and conditions on its property surrounding BUYER'S property, in common areas, and surrounding the Subdivision, without notice to BUYER other than that required by applicable local ordinance or by statute. Please be advised that there may be facilities or business in the Property's proximity, which are operated by entities other than Seller and over whom Seller has no direct control, that may from time to time cause potentially offensive odors, noise, dust and/or other similar impacts that may affect the use and enjoyment of property. More information about these facilities may be obtained from the operating entities.

NOTICE OF RECORDED SUBDIVISION PLAT

Buyer has reviewed and hereby acknowledges that it is on notice of all terms, covenants, conditions, easements, setbacks, notes, and restrictions included on the recorded Subdivision plat, which are hereby incorporated, including but not limited to such terms, covenants, conditions and restrictions as may have been required by local municipal ordinance or by the reviewing authority in the course of the land use approval process.

PLAT MAPS, NOTES AND DESCRIPTIONS:

GENERAL NOTES:

1. $\frac{3}{4}$ " x 24" REBAR WITH BLUE SURVEY CAP MARKED EDM WILL BE SET AT ALL REAR LOT CORNERS
2. A COPPER RIVET WILL BE SET AS AN OFFSET AS THE PROPERTY LINE EXTENDED IN THE BACK OF THE CURB.
3. PARCEL A AND PARCEL B IS COMMON SPACE TO BE MAINTAINED BY THE RED HILL HOME OWNERS ASSOCIATION.
4. PRIVATE ALLEYS TO BE MAINTAINED BY THE RED HILL HOME OWNER'S ASSOCIATION.
5. THE OWNERS OF PROPERTY WITHIN COALVILLE CITY RECOGNIZE THE IMPORTANCE OF AGRICULTURAL LANDS AND OPERATIONS AND SMALL RURAL BUSINESS ENTERPRISES. IT IS RECOGNIZED THAT AGRICULTURAL LANDS AND OPERATIONS AND RURAL BUSINESS ENTERPRISES HAVE UNIQUE OPERATING CHARACTERISTICS THAT MUST BE RESPECTED. (OWNERS OF EACH LOT PLATTED IN THIS SUBDIVISION / THE OWNER OF THE RESIDENCE CONSTRUCTED UPON THIS LOT) HAS BEEN GIVEN NOTICE AND RECOGNIZES THAT THERE ARE ACTIVE AGRICULTURE LANDS AND OPERATIONS AND RURAL BUSINESS ENTERPRISES WITHIN COALVILLE CITY AND ACKNOWLEDGE(S) AND RESPECT(S) THAT, SO LONG AS SUCH LANDS AND OPERATIONS EXISTS, THERE MAY BE DUST, NOISE, ODOR, PROLONGED WORK HOURS, USE OF ROADWAYS FOR THE PURPOSES OF HERDING / MOVING ANIMALS, AND OTHER ATTRIBUTES ASSOCIATED WITH NORMAL AGRICULTURAL OPERATIONS AND RURAL BUSINESS.
6. ALL LOTS SHOWN ARE FOR SINGLE FAMILY DWELLINGS.
7. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.
8. THE SIDE YARD SETBACKS ARE 6' MINIMUM AND 24' TOTAL.
9. THE FRONT YARD SETBACKS ARE 20' EXCEPT ON HOYTSTVILLE ROAD WHICH ARE 30'.
10. THE REAR YARD SETBACKS ARE 12'.
11. THE CLASS I TRAIL CONNECTION AS SHOWN ON SHEET Q-6 OF THE IMPROVEMENT PLANS WILL BE CONSTRUCTED WITH PHASE 1 AND PROVIDED WITHIN 12 FOOT WIDE EASEMENT.

NOTICE OF TITLE REPORT

Buyer has reviewed and hereby acknowledges that it is on notice of all publically-recorded matters of title relating to the Property. A copy of a title report regarding the Property will be provided upon request.

SOILS REPORT ANALYSIS:

A Geotechnical Investigation was completed for the site by IGES on June 25, 2021, report No. 02058-159. Subsurface soil conditions were expored by excavating 18 test pits on May 10, 11 and 12, 2021. The approximate locations are found within the report. Soil sampling was completed at varying depths in the test pits. Relatively undisturbed samples were collected and transported to a laboratory to evaluate the engineering properties of the various earth materials. The site was generally covered with approximately 12 inches of native lean clay tilted topsoil, layey sand or silty sand topsoil. Groundwater was encountered in test pits 1, 2, 4 and 5. Groundwater was as high as 3.5 feet in test pit 5. For reference, test pit 5 is located at the most westerly boundary of the Property where development will not occur. Please refer to the map within the soils report for exact test pit locations. Collapse is a phenomenon where undisturbed native soils under increased loading can exhibit columetric strain and consolidation upon wetting. Some collaible soils were encountered at depth of 3 to 7 feet below the native surface levels. These collapsable soils were tested for collapse potential and all have low collapse. A copy of this report is available upon request. Please be advised that the foregoing soils reports reflect the status of the Property predevelopment. The development process may change the location and nature of the soils as described therein.

INDIVIDUAL SITE OBSERVATIONS:

SELLER hereby notifies BUYER that a certified geotechnical engineer performs an observation during the excavation of each individual home. A copy of this individual site observation is available upon request.

ENVIRONMENTAL REPORT ANALYSIS:

An Environmental Report was not completed for this site. No known concerns have been documented in the immediate area.

STORM WATER POLLUTION PREVENTION PLAN, GRADING, AND DRAINAGE:

A Storm Water Pollution Prevention Plan ("SWPPP") has been implemented for this project and includes best management practices such as stabilized construction entrances, silt fence, and inlet protection. Surface drainage on the rear of the units will be toward the roadways or a rear-lot drainage swale, and drainage on front and side of units will be toward the streets. The Subdivision has been developed with features to properly control and direct drainage. Please do not disturb any of these features.

UTILITY SERVICES

Water service to the Subdivision is provided by Coalville City. Secondary Water is private and delivered through the North Summit Pressurized Irrigation Company. The HOA will manage the secondary water. Rocky Mountain Power will be servicing the Subdivision with power. The Subdivision pre-wired to receive phone, high speed internet and data or other services. SELLER has no control over the rates charged by these providers for any services or the quality or content of such services. To provide the lots with these services, improvements must be installed below and/or above ground. These improvements may include, but are not limited to, overhead power lines, utility boxes, and buried utility lines. Because of the necessity of these improvements, easements for these public utilities are included throughout the Subdivision. The exact locations of these easements are depicted on the Subdivision Plat on record at Summit County Recorders Office.

SECONDARY WATER:

The secondary water for Red Hill consists of irrigation shares from local irrigation companies and is delivered to the community by the North Summit Pressurized Irrigation pipeline. The HOA has sufficient secondary water shares for all homes within the community. The length of the irrigation season is dependent on snowpack, river flows, and reservoir capacities and is evaluated each spring when the irrigation season starts. Please be aware that secondary water is not guaranteed for any amount of time during any season. The HOA will receive communication from the respective ditch companies on any reductions, water restrictions, or shutoffs throughout the irrigation season. All secondary water systems are shut off and drained each fall to prevent freezing and breaks.

Homeowners are responsible for all the maintenance of secondary water lines on their lots beyond the secondary meter located in the park strip. The HOA will own and maintain all secondary water lines, meters, and valves within the community that are not located on a privately owned lot. The HOA will also pay the secondary water share assessments to the irrigation companies each year.

TRAFFIC IMPACT STUDY:

A comprehensive traffic review and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by Hales Engineering dated October 1, 2021 and is on file at the Coalville City Planning Department.

SEISMIC TESTING AND SURVEY:

No seismic testing has been done. Land within Coalville City is subject to earthquake hazards of varying degrees depending on the nature, proximity and activity of nearby earthquake faults and/or liquefaction zones and has the potential for strong ground motion due to fault activity.

ANNEXATION AGREEMENT

An Annexation Agreement titled Annexation Agreement For The J. Parley and Vera Brown Property is recorded against the property and dated December 19, 2001 and is on file at the Coalville City Planning Department. This agreement gives guidance to the City and Developer about the Property in regard to land use. A copy of this agreement is filed at Coalville City Planning Department.

DEVELOPMENT AGREEMENT

A Development Agreement, Red Hill Ranch Master Planned Development Agreement was recorded at the Summit County Records Office on August 19, 2025. A copy of this agreement is filed in the Coalville City Planning Department. The agreement outlines the following; Definitions and Consistency, Project Description, Prior Agreement and Future Laws, Land Use and Project Elements, Construction, Site, Landscape and Sign Standards, Internal Driveway Standards within the Project, Water, Sewer, and Stormwater Utility Standards, Open Space and Trail Standards, Determinations, Amendments and Review Process, Development Review Process, Miscellaneous Additional Standards and Requirements, Definitions and General Provisions.

MASTER PLANNED DEVELOPMENT:

SELLER has obtained approval for the development of approximately 251 acres of property known as Red Hill Ranch which includes 59 townhome units and 290 single-family dwelling lots ranging in sizes. The total number of units approved under the Development Agreement is 349. Eight percent (8%) of the 349 lots/units will be reserved as Workforce Housing Units interspersed throughout the development and identified with each phase review and approval. A copy of this agreement is on file at the Coalville City Planning Department. Different uses may be constructed at different times. Certain traits of each residential property may change over time depending on adjacent uses, such as the view, shade, perceived privacy and amount of traffic.

HOMEOWNERS' ASSOCIATION AND CC&RS:

To help establish a unified, overall administration and aesthetic appeal of the Subdivision, the Subdivision will also be governed by certain covenants, conditions, and restrictions, and a homeowners' association. Copies of these covenants, conditions, and restrictions will be made available to BUYER and BUYER may arrange with SELLER to view copies of these documents.

CITY GOVERNANCE:

The Subdivision is located in Coalville City. Coalville City promulgates its own ordinances, rules and regulations which govern and bind all of its residents, including those within Coalville City. BUYER is urged to investigate directly with Coalville City any and all matters related to such ordinances, rules and regulations that may be of concern to BUYER. SELLER makes no representations regarding any ordinance, rule or regulation of Coalville City other than as may be explicitly contained in this ADDENDUM.

GOVERNMENTAL ASSESSMENTS AND CHARGES:

In addition to county property taxes, assessments, and other special taxes affecting BUYER'S residence, BUYER'S property tax bill water bill may also contain other assessments and charges imposed by state and local governmental agencies (including special districts) from time to time. No representation is made as to the extent to which any assessment or charge may be imposed, or increased, in the future. Each residence owner and builder will be responsible for confirming the amounts applicable to their property by contacting the applicable entities.

NO GUARANTEE OF VIEW:

Although any individual lot may enjoy some view potential, SELLER makes no representations whatsoever concerning the view, if any, a particular lot may enjoy. There are no express or implied easements appurtenant to any lot for view purposes, or for the passage of light and air over another lot. Furthermore, the payment of any "premium" for a lot is based solely on the location of the lot and does not create a representation, express or implied, concerning the view the lot may enjoy. Any view that a lot may enjoy as of the date of purchase may be impaired or affected by the installation or removal of trees and other landscaping, the growth of landscaping, and the construction of homes or other buildings, fences, walls and other improvements in the Subdivision.

GARAGES:

With respect to residences that include an automobile garage, BUYER may have some difficulty parking certain automobiles in the garage of the plan or style of residence that BUYER has purchased. SELLER urges BUYER to carefully review the specific garage and garage door sizes of BUYER'S selected plan or residence style with respect to the height, width, and depth of the automobile that BUYER intends to park in the garage, including a comparison of the garage and garage door opening to the size of BUYER'S automobile with the automobile doors and trunk open. SELLER is not responsible for, or bound by, any statement or agreement by a builder, salesperson, or agent relating to the size of garages representing that a prospective Buyer's vehicle will "fit" in any garage. Furthermore, SELLER is not responsible for damage or injury to any home, any person, and/or any personal property or vehicle arising in any way from the size of the garage and/or garage door. Individual lot characteristics, such as changes in elevation, may require stairs to be placed within the garage area, thereby decreasing the available space in that particular bay.

CLUSTER MAILBOXES:

The U.S. Postmaster may require the use of cluster mailboxes for efficiency of mail service. SELLER may not have control over the location, size and grouping of such mailboxes and/or the commencement of mail delivery service which is determined by the post office. BUYER should also be

aware that keys for his/her individual mailbox often may only be obtained from the local post office station. Timing of the installation of mailboxes is governed by the postmaster. For further information, please contact the local post office station.

AGRICULTURAL USES:

Properties in the surrounding area are used for agricultural and ranching purposes. As a result, Buyer may experience conditions commonly associated with agricultural operations, including but not limited to sounds from farm equipment, livestock, and machinery; odors related to livestock, manure, fertilizers, or other agricultural activities; dust; early morning or late evening operations; and increased vehicle or equipment traffic. Such activities may occur on a seasonal or ongoing basis and are typical of rural and agricultural areas. Buyer acknowledges that these conditions are outside the Seller's control and may affect the use and enjoyment of the Property.

LOCATION NEAR MAJOR ROADWAY:

The Lot is located near a highway/freeway and may be affected by conditions commonly associated with proximity to major roadways. Such conditions may include, but are not limited to, traffic noise, engine braking, emergency vehicle sirens, vibrations, vehicle lights, increased traffic volume at various times of day, and odors or air emissions from vehicle exhaust. These conditions may vary depending on traffic patterns, weather, and time of day. Buyer acknowledges that such impacts are typical of properties located near major transportation corridors and are outside the Seller's control.

FENCES:

SELLER does not represent that the fences on the Property, if any, are located on the property lines. BUYER is advised to conduct its own independent investigation using a certified surveyor to determine the exact location of the Property's boundary.

PRIVATE AND PUBLIC PARKS, TRAILS AND OPEN SPACE:

As currently planned, the Subdivision will offer a variety of parks, trailways and open space areas. Some of these areas may be open to the general public, while others may be limited to use by residents. Construction of parks and trailways facilities within the Subdivision will be phased in conjunction with residential development or as required by agreements with public agencies. The existence, size, location and nature of proposed amenities, such as parks, trails, and open space areas, may change over the course of development depending on certain factors such as market factors, governmental approvals and the results of ongoing studies and planning. Ownership, use, operation and maintenance of the various parks, amenities, trailways and open spaces will be operated and/or maintained by the Red Hill Ranch HOA. Cost of operating and maintaining any such areas or facilities may be borne by, and/or shared among the Red Hill Ranch HOA, and may be paid for by the homeowners through fees and assessments paid to the HOA and/or the special service district.

LANDSCAPING, MAINTENANCE AND FENCING:

Some subdivisions have landscaping and/or tree planting plans. Those subdivision plans are provisional contain proposed planting of landscape items and trees. However, since development and construction are dynamic processes, subdivision landscaping and tree planting plans are flexible and may be altered or suspended in SELLER's sole discretion. SELLER is not responsible for changes made to any subdivision landscaping and/or tree planting plan. In some instances, SELLER may assign to its Buyers the responsibility of complying with subdivision landscaping and/or tree planting plans, or may afford Buyers the discretion to plant trees. In such events, SELLER shall not be responsible for the assignee Buyer's compliance with and performance under the assigned subdivision landscaping and/or tree planting plans. In subdivisions to be administered by Home Owners Associations ("HOA"), SELLER may assign to the HOA all responsibility and obligation to enforce the provisions of the subdivision landscaping and/or tree planting plans. In no event will SELLER be responsible for the HOA's acts of omissions in enforcing subdivision landscape and/or tree planting plans, or for any other conduct.

HIGH WATER TABLE

A property's water table fluctuates based on a variety of factors and it is not always possible to predict the location of ground water. Geotechnical investigations have shown that portions of the Property may have a high water table. A high water table indicates that the level of groundwater is close to the surface of the ground. While this may not present immediate concerns, it can have potential implications for basements or underground structures. High water tables may increase the risk of water infiltration and flooding, impacting the stability and integrity of buildings over time. Additionally, it could affect the feasibility and cost of certain construction projects, as specialized measures may be required to mitigate water-related issues. The Ivory Home Warranty does not warrant issues caused by groundwater.

BUYER acknowledges that he/she received, read, and understands this ADDENDUM. BUYER further acknowledges that he/she has been notified by SELLER that detailed descriptions of the above summarized conditions on The Property, *including but not limited to all soils, ground and surface water studies, analyses and reports known to SELLER*, are maintained at SELLER's offices at SELLER's business address, and that the same have been made available by SELLER to BUYER at his/her request. BUYER acknowledges that he/she has been given the opportunity to inquire into and study the known conditions of The Property as summarized above, and as set forth in detail at SELLER's office. On these bases and as otherwise set forth in the AGREEMENT, BUYER hereby waives, releases, and agrees to indemnify SELLER against all claims of any nature, including but not limited to costs and attorneys' fees, arising out of or related to any of the foregoing conditions on The Property as summarized above and in the detailed descriptions of the above referenced conditions maintained at the SELLER's office.

Except as specifically modified by this ADDENDUM, the terms and conditions of the AGREEMENT as amended shall remain in full force and effect.

BUYER: _____

Date: _____

SELLER:

By: _____

Title: _____

Date: _____