

ADDENDUM

ADDITIONAL PROVISIONS FOR SOARING EAGLE LOT _____

24.1 IN REFERENCE TO PARAGRAPH #8(e) RIGHT TO CURE:STRIKE AND ADD:SELLER RESERVES THE RIGHT TO TERMINATE THIS CONTRACT UPON RECEIPT OF NOTICE OF UNSATISFACTORY CONDITION CAUSING THIS CONTRACT TO BE NULL AND VOID. WRITTEN NOTIFICATION OF SAID TERMINATION SHALL BE GIVEN TO SAID BUYER AND HE SHALL HAVE FIVE (5) DAYS TO WAIVE OBJECTION CAUSING REMAINING PROVISIONS OF THIS CONTRACT TO BE IN FULL FORCE AND EFFECT.

24.2 IN REFERENCE TO PARAGRAPH #10 a & b INSPECTION:STRIKE AND ADD: BUYERS SHALL HAVE THE RIGHT TO HAVE INSPECTION(S) OF THE PHYSICAL CONDITION OF THE PROPERTY AND INCLUSIONS AT BUYERS' EXPENSE. IF WRITTEN NOTICE OF ANY UNSATISFACTORY CONDITION, SIGNED BY OR ON BEHALF OF BUYERS, IS NOT RECEIVED BY SELLER ON OR BEFORE 60 DAYS AFTER ACCEPTANCE OF THIS CONTRACT (OBJECTION DEADLINE), THE PHYSICAL CONDITION OF THE PROPERTY AND INCLUSIONS SHALL BE DEEMED TO BE SATISFACTORY TO THE BUYERS. IF SUCH NOTICE IS RECEIVED BY SELLER AS SET FORTH ABOVE, AND IF BUYERS AND SELLER HAVE NOT AGREED, IN WRITING, TO A SETTLEMENT THEREOF ON OR BEFORE 5 DAYS OF NOTIFICATION OF ANY UNSATISFACTORY CONDITIONS (RESOLUTION DEADLINE), THEN THIS CONTRACT SHALL TERMINATE IMMEDIATELY. BUYERS ARE RESPONSIBLE FOR AND SHALL PAY FOR ANY DAMAGE WHICH OCCURS TO THE PROPERTY AND INCLUSIONS AS A RESULT OF SUCH INSPECTION(S). UPON TERMINATION OF CONTRACT AND PAYMENT OF ANY DAMAGES TO SAID LOT, THE BUYERS SHALL THEN RECEIVE THEIR EARNEST MONIES DEPOSIT.

24.3 BUYERS ARE RESPONSIBLE FOR FOUNDATION ENGINEERING ON HEREIN DESCRIBED LOT(S).

24.4 UPON SIGNATURES OF THIS CONTRACT THE BUYERS ACKNOWLEDGE THE RECEIPT OF 1. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, INCLUDING ENVIRONMENTAL HANDBOOK, AND 2. SUBSURFACE EXPLORATION REPORT WITH SOILS DISCLOSURE, AND 3. RESIDENTIAL IMPROVEMENT GUIDELINES AND RESIDENTIAL SITE RESTRICTIONS, ALL FOR SOARING EAGLE RANCH. BUYERS SHALL HAVE 30 DAYS FROM ACCEPTANCE OF THIS CONTRACT TO REVIEW AND APPROVE OR REJECT THE ABOVE DESCRIBED DOCUMENTS. IF SELLER DOES NOT RECEIVE NOTICE FROM BUYER BY SAID DATE, THEN BUYER ACCEPTS THOSE ITEMS REFERENCED ABOVE. IF BUYER REJECTS ANY OR ALL OF THE DOCUMENTS STATED, THEN THIS CONTRACT SHALL TERMINATE IMMEDIATELY AND BUYER SHALL RECEIVE THE EARNEST MONEY IN RETURN.

24.5 IT IS UNDERSTOOD BY BUYERS THAT PLANS, SPECIFICATIONS, EXTERIOR COLORS, ROOFING MATERIALS AND COLORS, MASONRY TYPE AND COLORS, LANDSCAPING DESIGN INCLUDING FENCES MUST BE APPROVED IN WRITING BY THE SOARING EAGLE RANCH ARCHITECTURAL CONTROL COMMITTEE FOR RESIDENCES TO BE CONSTRUCTED ON SAID PROPERTY PRIOR TO CONSTRUCTION.

24.6 IT IS ALSO UNDERSTOOD BY BUYER THAT A PLOT PLAN SHOWING LOCATION OF RESIDENCE ON THE PROPERTY WITHIN THE BUILDING ENVELOPE, INCLUDING ALL EXTERIOR CONCRETE OR ATTACHED IMPROVEMENTS SHALL BE SUBMITTED FOR APPROVAL BY THE SOARING EAGLE RANCH ARCHITECTURAL CONTROL COMMITTEE PRIOR TO BUILDING ON EACH LOT. THIS PLOT PLAN SHALL INCLUDE LOCATION OF SEPTIC ENVELOPE AS DETERMINED BY THE CERTIFIED ENGINEER, ELEVATIONS OF EACH CORNER OF THE LOT AND THE BUILDING ENVELOPE, ELEVATIONS OF THE PROPOSED TOP OF WALL FOUNDATION AND DIRECTIONAL ARROWS OF FINAL DRAINAGE FLOWS WHICH SHALL BE DETERMINED FROM THE FINAL DRAINAGE AND EROSION CONTROL PLAN OF SOARING EAGLE, AS DRAWN BY NORTHERN ENGINEERING.

24.7 BUYERS AGREE TO PURCHASE LOT "AS IS" WITH SERVICES PROVIDED AS FOLLOWS: EACH LOT SHALL BE PROVIDED PRIOR TO CERTIFICATE OF OCCUPANCY WITH WATER SERVICE, GAS, ELECTRICITY AND TELEPHONE SERVICE LINES. SELLER DOES NOT GUARANTEE THE DEPTH OF ELEVATION OF ANY SAID SERVICES OR THE AVAILABILITY OF TELEPHONE SERVICE.

24.8 SELLER AGREES TO HAVE LOT PINS SET TO DETERMINE THE LOCATION OF PROPERTY LINES ONE TIME. BUYERS AGREE THAT ANY SURVEY CONDUCTED BY, OR AT THE REQUEST OF, THE BUYERS TO DETERMINE THE PROPERTY LINES AFTER ENTERING AND TAKING POSSESSION OF THE PREMISES SHALL BE AT THE BUYERS' EXPENSE.

24.9 BUYERS/BUILDER IS RESPONSIBLE TO PROVIDE TO SUBSEQUENT BUYERS/HOMEOWNERS ALL INFORMATION REGARDING SOARING EAGLE RANCH AS WAS PROVIDED TO THEM AS THE ORIGINAL BUYER OF THE LOT.

24.10 MAINTENANCE OF THE LOT PRIOR TO COMPLETION OF THE HOME IS THE BUYERS' OBLIGATION. THIS INCLUDES WEED CONTROL, TAXES, HOA DUES AND OTHER COSTS ASSOCIATED WITH LOT. ALL LANDSCAPE PLANS MUST BE SUBMITTED TO THE SOARING EAGLE RANCH ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL PRIOR TO INSTALLATION.

24.11 SELLER IS NOT OBLIGATED IN ANY WAY TO REVISE GRADING, REPLACE CRACKED CONCRETE, SUPPLY DIRT, OR PERFORM ANY OTHER REVISIONS TO THE LOT UNLESS PROVISION OF CONTRACT PARAGRAPH 10 ARE INVOKED.

24.12 BUYERS UNDERSTAND THAT THEY ARE RESPONSIBLE FOR THE INSTALLATION OF ALL UTILITY SERVICE CONNECTIONS INCLUDING TRENCHING, CONDUIT AND SUPPLY LINES. IT IS SPECIFICALLY UNDERSTOOD THAT AS OF

MARCH 2002, QWEST ANNOUNCED...THE BUILDER OR PREMISE OWNER WILL BE RESPONSIBLE FOR THE PROVISION OF TRENCH INCLUDING ONE INCH CONDUIT WITH ADEQUATE PULL STRING FOR THE SERVICE TO DROP TO THE LIVING UNIT. BUYER AGREES TO ADVISE ANY SUBSEQUENT BUYERS OF THE PROPERTY OF THIS UTILITY INSTALLATION REQUIREMENT.
RE: SOARING EAGLE RANCH LOT _____

BUYER _____ DATE _____

BUYER _____ DATE _____

SOARING HOME, LLC.

SELLER _____ DATE _____

By: STANLEY K. EVERITT