

PURCHASE PRICE AND PAYMENT ADDENDUM  
Lennar Homes of Utah, LLC, a Delaware limited liability company

Buyer Name: Brian Carlson

Date of Agreement: 01/15/2025

Community: Sienna Hills Townhome S Lot/Block: 0119 /

Address: 7571 S Topaz Sky Lane West Jordan UT 84081

Plan/Elevation: Residence 3 / 8B1 Garage Orientation Preference: Left ☐ Right ☐

Phase/Section: / Job #: 69951510119

Started (Y/N): Y Stage: 06

Estimated Start Date: 10/10/2024 Estimated Closing Date: 03/18/2025

Agreement Type: ☐ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence

Select One: ☐ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Brian Carlson

Buyer Existing Address: US

Home Phone: Office Phone:

Other Phone:

Email: carlson.brian95@gmail.com

Employer: Years/Months: /

Co-Buyer:

Home Phone: Cellular Phone:

Non-Purchasing Spouse:

Home Phone: Cellular Phone:

PURCHASE PRICE AND PAYMENTS

**PURCHASE PRICE:**

Base Purchase Price .....	\$	
Add: Homesite Premium .....	\$	
Add: Options, Upgrades and Extras per Change Order Summary .....	\$	
<b>Total Purchase Price .....</b>	<b>\$</b>	

**PAYMENTS:**

**Initial Deposit** .....Check#/Credit Card: \$

**Upgrade Deposit** ..... Check# \$

**Additional Deposit**

Due	Received	Check#	\$
Due	Received	Check#	\$
Due	Received	Check#	\$
Due	Received	Check#	\$

**Advanced Deposit**

Due	Received	Check#	\$
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**Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)**

(Total Purchase Price less Total Payments and exclude FHA, MIP, VA, funding fee, PMI, closing costs, pre-paids, homeowner insurance, prorated expenses and HOA fees.)

Initial	Initial	\$
Buyer	Buyer	

**CLOSING COSTS:**.....

Seller Assistance toward closing costs (subject to contribution limits) up to.....	\$
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WARRANTY INFORMATION

1-Year Utah Warranty  
\*Or other comparable warranty

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other \_\_\_\_\_

Lender: Ultimate Home Lending Phone #: 801-623-8665

Broker Participation? ☐ Yes ☐ No

Agent/Company: Dallon Smith / Real Broker LLC (Cottonwood)

Street Address: 6975 Union Park Avenuesuite 600

City, State Zip: Cottonwood Heights, UT 84047

Phone: (801) 505-9668 Email: dallon.realty@gmail.com


Broker Tax ID#: Broker Commission: \$ 13,650.00

**Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the fifteenth day of January, 2025 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

**Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

**Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

**Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:  
  
17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

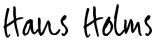
Buyer -

Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:  
  
8B16FD34D00A4FA...

By

Title: Authorized Representative

Date Signed by Seller: 1/16/2025

Hans Holms

Lennar Homes of Utah, LLC, a Delaware limited liability company  
Utah Division  
111 E. Sego Lily Dr. Suite 150  
Sandy, Utah 84070  
801-495-3420

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the fifteenth day of January, 2025 by and between Lennar Homes of Utah, LLC, a Delaware limited liability company ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. Brian Carlson 2. 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/>
Buyer Address:		
City:	State / Country: US	Zip:
By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.		
<div>Home Telephone: _____</div> <div>Business Telephone: _____ Email Address: carlson.brian95@gmail.com</div> <div>Cellular Telephone: _____</div>		

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Residence 3 constructed or to be constructed on the following described property:

Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat, in County (the "**County**"), Utah.

Address: 7571 S Topaz Sky Lane, West Jordan, UT 84081

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property.**" The Property is located within the community known as Sienna Hills Townhome S (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$454,900.00**. Buyer (and not a third party) will make an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$5,000.00** to Seller. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposits, and Advanced Payments. If Buyer has not already paid the Initial Deposit at the time Seller signs this Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of the Effective Date.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications

(the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 **Prequalification.** Buyer may have obtained a "prequalification" from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY

4.2 **Mortgage Loan.** Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.3 **Application.** Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.4 **Commitment.** Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. Buyer agrees that it will make no changes to its mortgage financing arrangement within the last thirty (30) days before Closing.

4.5 **Appraisal.** If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "**Additional Cash to Close Funds**"). Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

4.6 **Sale of Other Residence.** Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, unless otherwise provided, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Funds.** Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in

the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Paragraph 14 below, or to charge Buyer (\$100.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an additional amount equal to **One Percent (1%) of the Total Purchase Price** shall be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. Notwithstanding the foregoing and subject to the provisions of Section 4.3 above, if the Mortgage Contingency box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Special Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement. The Deed shall be recorded and shall include, without limitation, provisions requiring that any dispute be submitted to alternative dispute resolution.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also

include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

**13.1.3 Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

**13.1.4 No Warranty for Plans and Specifications on File.** Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

**13.2 Lot Change.** In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

**13.3 Materials, Appliances, Decorative and Landscaping Items.**

**13.3.1** Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

**13.3.2** Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

**13.4 Deed.** By acceptance of the Deed, Buyer accepts all variations of the Home.

**14. Buyer's Default.** In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

**15. Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above.

**16. Mediation / Arbitration of Disputes.**

**16.1** The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the

Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY



ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

Buyer's Initials  \_\_\_\_\_

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.**

18. **Deed Restriction.** The alternative dispute provisions above shall be set forth in the Deed and shall be binding upon Seller, Buyer, and all subsequent grantees, purchasers, successors and assigns as covenants and restrictions running with the land.

19. **Cooperating Broker and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent ("**Buyer Broker**") other than Seller's sales personnel. Buyer will be in default if Buyer fails to close because Buyer is obligated to pay a Buyer Broker and does not have sufficient funds to do so. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. If Buyer has engaged a Buyer Broker (as indicated on the Purchase Price and Payment Addendum), Buyer acknowledges that Buyer and Buyer Broker were required to provide Seller a copy of the agreement between Buyer and Buyer Broker ("**BBA**") on or before execution of this Agreement. Where a commission is being offered by Seller, timely delivery of the BBA and compliance with the terms of the cooperating broker agreement and Seller's cooperating broker participation policy are conditions to Seller's obligation to pay Buyer Broker a commission. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials  \_\_\_\_\_

20. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

21. **Dangerous Condition; Construction Work.**

21.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the

Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

21.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

21.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

22. **Natural Disasters.** Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane, flood, and avalanche. Seller cannot guarantee the Home, its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

23. **Representation of Compliance with OFAC Regulations:** Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

24. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

25. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

26. **Time of the Essence.** Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

27. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

28. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of

any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

29. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

30. **Survival.** Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.

31. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

32. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

33. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

34. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

35. **Additional Changes.** Notwithstanding Section 33 and 34 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 33 and 34 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

36. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

37. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

38. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check (X) all that apply:

- ☐ Rider B (Utah)

☐ Master Disclosure and Information Addendum

☐ Affiliated Business Arrangements Disclosure Statement\* (Utah)

☐ Addendum for Natural Stone Floors and Countertops (National)

☐ Approved Lender Addendum (Utah)

☐ Cooperating Broker Agreement (Utah)

☐ Election Form Addendum (Utah)

☐ FHA/VA Addendum (Utah)

☐ Purchase Price and Payment Addendum (Utah)

☐ Insulation Addendum (National)

☐ Indoor Environmental Quality Disclosure Addendum (National)
- ☐ Sales Incentive Addendum (Utah)

☐ Appraisal Valuation Addendum (Utah)

☐ Privacy Policy Notice Addendum (National)

☐ Confirmation Regarding Real Estate Agency Relationship (Utah)

☐ Change Order Addendum (National)

☐ Home Close Contingency Addendum (Utah)

☐ Home Sale Contingency Addendum (Utah)

☐ Disclosure Addendum Generic (Utah)

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

\*On 01/15/2025 Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement ("**ABAD**") that sets forth Seller's business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title, LLC, Lennar Insurance Agency, LLC and their respective types of charges and range of charges; Buyer acknowledges and confirms

receipt of the previously delivered ABAD on 01/15/2025.

39. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.


40. **Protection Against Liens and Civil Action.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:

- (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;
  - (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
  - (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or
- (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.
- (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at [www.dopl.utah.gov/rlrf](http://www.dopl.utah.gov/rlrf).

41. **General Contractor.** The general contractor for the construction of the Home is Lennar Homes of Utah, LLC, with license number 10662882.


42. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

**THIS AGREEMENT IS NOT BINDING ON SELLER  
UNTIL ACCEPTED BELOW BY AN AUTHORIZED  
REPRESENTATIVE OF SELLER.**

Signed by:  
  
17E2DB3772E94EA...  
Buyer - Brian Carlson  
Date 1/15/2025

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability  
company  
a

Buyer -  
Date

Signed by:  
  
2D16ED34D00A4FA...  
By Title: Authorized Representative Hans Holms  
Date Signed by Seller: 1/16/2025

Buyer -  
Date

Buyer -  
Date

SALES INCENTIVE ADDENDUM

**THIS SALES INCENTIVE ADDENDUM** (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the Fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Sales Incentives.** Seller has agreed to offer certain specified sales promotions, marketing allowances, discounted options or upgrades, or other discounting of the Property as follows:

☐

At Closing Seller will contribute up to a maximum of \$17,500.00 towards Buyer's non-recurring Closing costs, not to include any fees related to any Buyer's Cooperating Broker.


(each, an "**Incentive**"). The Incentive shall be applied to costs in an order determined by Seller in its sole discretion.

3. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:



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Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

Buyer -

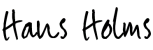
Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:



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By

Title: Authorized RepresentativeHans Holms

Date Signed by Seller: 1/16/2025


ADDENDUM FOR LIKE-KIND EXCHANGES

THIS ADDENDUM FOR LIKE-KIND EXCHANGES (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
3. **Amendment to Agreement.** The Agreement is hereby amended by the addition at the end thereof of a new paragraph, which reads as follows:

Notwithstanding the provisions of the Agreement, Buyer may assign the Agreement to a third party ("**Buyer's Intermediary**") on the terms and conditions set forth herein. Buyer shall designate Buyer's Intermediary in a written notice to Seller which written notice shall be delivered to Seller on or before the Closing. Such notice shall confirm that Buyer's Intermediary is a United States person, corporation, trust, or entity under the IRS Code and shall set forth the tax identification number of Buyer's Intermediary. Following delivery of such written notice, unless otherwise stated in the notice, all of Buyer's rights under the Agreement will inure to the benefit of Buyer's Intermediary, and all duties and covenants of Buyer under the Agreement will be assumed by Buyer's Intermediary. Buyer hereby unconditionally guarantees the full and timely performance by Buyer's Intermediary of all duties to be performed and covenants to be fulfilled by Buyer's Intermediary under the Agreement and the continuing accuracy of all representations and warranties made by Buyer set forth in the Agreement. In the event of any breach of or non-performance under the Agreement, Seller may proceed directly against Buyer on the above guarantee without joining Buyer's Intermediary as a party. Buyer hereby waives any defenses it might have as a guarantor of the performance of Buyer's Intermediary under the Agreement. This paragraph is intended to allow Buyer to structure the acquisition contemplated in the Agreement as a "like-kind" exchange within the meaning of Section 1031 or Section 1034, as appropriate, of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:  
  
17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

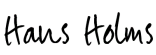
Buyer -

Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:  
  
2D18FD34D00A4FA...

By

Title: Authorized Representative

Hans Holms

Date Signed by Seller: 1/16/2025



**RIDER B  
(UTAH DIVISION)**

**THIS RIDER B** (this "**Rider B**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the fifteenth day of January, 2025, between Brian Carlson ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

"**Closing Date Notice Period**" shall mean at least thirty (30) days prior to the Closing Date.

"**Mortgage Contingency Period**" shall mean (i) thirty (30) days from the Effective Date of the Agreement, or (ii) sixty (60) days from the date of Seller's notice to reapply for mortgage financing.

2. **Mortgage Contingency.** Notwithstanding any provision in the Agreement to the contrary, if Buyer is applying for a loan in excess of eighty percent (80%) of the Total Purchase Price, and the Property is not being acquired as a primary residence, Buyer agrees to accept a loan equal to eighty percent (80%) of the Total Purchase Price if the institutional lender considering Buyer's loan application will not approve a loan in excess of eighty percent (80%) of the Total Purchase Price. Unless Buyer shall have notified Seller otherwise in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing. If Buyer does timely notify Seller within the Mortgage Contingency Period that he/she failed to obtain a loan commitment, Seller may require Buyer to immediately reapply for a mortgage loan with another lending institution designated by Seller. If Buyer then fails to obtain a loan commitment within the second Mortgage Contingency Period, either Buyer or Seller shall have the right to terminate the Agreement whereupon the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Seller may withhold from Buyer's Deposit a reasonable amount, not to exceed One Hundred Twenty-Five Dollars (\$125.00), to cover administrative costs due to denial of Buyer by a Lender, and thereupon the parties hereto shall be released from all liability hereunder (except for the rights and obligations intended to survive such termination) without any further acts by either party.

3. **Deposit.** All payments made by Buyer to Seller with respect to the Total Purchase Price (including but not limited to the Deposit and the Advanced Payments) shall be paid to Seller for such purposes as Seller shall determine, and Seller shall not be required to maintain the payments in an escrow or trust account. Buyer shall have no right to interest upon the payments. If and to the extent such payments are deposited in any interest bearing account, then any interest on such payments shall inure to the benefit of Seller. At the time of Closing, the amount of the payments shall be credited to Buyer against the Total Purchase Price.

**PROSPECTIVE BUYERS ARE ADVISED THAT EARNEST MONEY DEPOSITS, DOWN PAYMENTS, AND OTHER ADVANCED MONEY WILL NOT BE PLACED IN A NEUTRAL ESCROW. THIS MONEY WILL BE PAID DIRECTLY TO SELLER AND MAY BE USED BY SELLER. THIS MEANS BUYER ASSUMES A RISK OF LOSING THE MONEY IF SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE AGREEMENT.**

Buyer's Initials Initial  
BL \_\_\_\_\_

4. **Return of Deposit.** In the event the Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the Deposit, as subject to the terms of the Agreement.

5. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "**CLOSING COSTS**". NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRO RATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

5.1 The premium for a policy of owner's title insurance and the premium for a policy of mortgagees' title insurance and the cost to record the Deed. Should the settlement charges that VA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer's earnest money. Should the settlement charges that FHA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Buyer may either pay the additional settlement charges or the interest rate on the loan will increase to an interest rate attainable with the settlement charges to be paid by Seller. In the event that Buyer decides to lock in the interest rate and points prior to closing,

Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

5.2 Customary closing costs of a Buyer of a single family residence, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing. The Buyer shall pay the ALTA Basic Residential Owners Title Policy premium amount at the close of escrow. The Buyer shall also be responsible for any additional premium amounts in association with any endorsements requested by Buyer and any Extended ALTA Homeowners Title Policy. Also, Buyer shall pay any and all costs of any survey.

5.3 In accordance with the Community Documents, additional charges, fees or assessments applicable to Buyer and the Home, including without limitation, reinvestment fees, community enhancement fees, reserve contributions, and other similar charges.

5.4 Document preparation fee, delivery charges, one-half (1/2) of the Closing fee and any other Closing expenses of Buyer.

5.5 All additional costs respecting the Property imposed by any governmental authority.

5.6 The cost of any obligations Buyer incurs not provided for in the Agreement.

5.7 The cost of a survey of the Property.

5.8 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

5.9 A pro rata share of County interim service fees, if any.

5.10 A pro rata share of waste fees.

5.11 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.

5.12 Any other expenses of an owner of the Property provided for or referenced in the Documents.

5.13 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.

5.14 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing date occurs.

5.15 If real estate taxes for the year in which the Closing date occurs are assessed in the aggregate on the real estate comprising the portion of the Community (including the Property) rather than on a homesite-by-homesite basis, Seller will pay such taxes in full when due, but Buyer will reimburse Seller at the Closing for Buyer's pro rata share of such taxes from the Closing date (if such taxes are then known) or the Property's allocable share (so prorated) of Seller's estimate of those taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual tax bill is known. If taxes for the year in which the Closing date occurs are assessed on a homesite-by-homesite basis but such taxes are not due on the Closing date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing date, subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year in which the Closing date occurs, Buyer will reimburse Seller at the Closing for Buyer's pro rata share of those taxes from and after the Closing date.


5.16 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of the Agreement, shall be paid by Buyer at the time of Closing.

## 6. Additional Financing and Closing Costs Disclosures.

6.1 Financing. Buyer and Seller agree this Purchase ☐ is ☐ is not contingent upon Buyer obtaining a Loan Commitment for financing secured by the Property. As used herein the term "**Loan Commitment**" shall mean the written approval by a loan underwriter (not a loan broker) agreeing to provide funds necessary for Closing. Should this purchase be contingent upon such financing, Buyer will immediately, but not later than five (5) days after Seller's acceptance, make full and complete application to obtain financing. Buyer may use any lender of Buyer's choice. If this purchase is contingent on financing, Seller requires, for its own purposes, a preliminary assessment of Buyer's ability to qualify for a mortgage loan to purchase the Property. Buyer shall submit to Lennar Mortgage, an affiliate of Seller, such information and authorizations requested by Lennar Mortgage to perform the preliminary qualification assessment. Buyer is



not obligated to use Lennar Mortgage to obtain a loan to purchase the Property. If Buyer chooses to obtain financing through a lender other than Lennar Mortgage, Buyer agrees to provide Seller with the name and address and phone number of such lender, the loan officer and loan processor, all within the same five (5) day period. Buyer hereby authorizes such other lender to provide Seller with a copy of Buyer's loan application documents and all information regarding the status of the loan upon Seller's request. Buyer agrees in good faith to take all steps required for the processing of the loan application and to promptly sign all documents and do all acts required by lender. Buyer agrees that after submitting a loan application for loan approval, Buyer will not take any action intended to impair Buyer's credit. The terms and conditions of the loan are a matter of concern solely between Buyer and lender and shall not in any way affect the rights or obligations of Buyer or Seller hereunder. Should Buyer receive loan approval, but thereafter, through no fault of Seller, but through Buyer's voluntary or willful actions, fail to timely close escrow, Buyer shall be in default of the Agreement. **Buyer understands the interest rate for the loan will be at the prevailing rate of the lender when the loan is funded or such other rate as Buyer and lender may jointly determine.**

Buyer's Initials  \_\_\_\_\_

6.2 Title Insurance. Buyer is instructed and encouraged to obtain, at Buyer's cost, an owner's title policy from any title company of Buyer's choice. If Buyer desires, Buyer may use the title company customarily used by Seller, but it is ultimately Buyer's choice. Please review the Agreement and the Affiliated Business Arrangement Disclosure Statement for additional provisions related to this topic.

6.3 If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.

6.4 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.

6.5 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.

6.6 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

7. Mediation/Arbitration of Disputes.

7.1 Specific Authorization for Arbitration. Section 16.1 through 16.10 of the Agreement set forth a mandatory procedure for resolving any Dispute, as defined by Section 16.1, between the parties to the Agreement. This dispute-resolution procedure includes binding arbitration. Buyer acknowledges that he is aware of these arbitration provisions, has affirmatively agreed to these provisions, and freely provides his or her specific authorization for these provisions.

Buyer's Initials  \_\_\_\_\_

8. Site and Substitutions. If Buyer purchases any upgrades or options that include specific manufacturers, Seller will provide Buyer with notice of any change in manufacturer.

9. Warranties. Buyer understands and agrees that Seller is making only those express limited warranties set forth in the homeowner's warranty (the "**Limited Warranty**"). The Limited Warranty, incorporated herein, shall be delivered to Buyer at Closing and a copy of which is attached hereto. To the extent allowed under Utah law, THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE THE EXCLUSIVE WARRANTY AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THE AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL.

10. Documents. Buyer acknowledges receipt of the Document Book for the Community containing many important documents regarding the Community, including but not limited to some of the documents of record affecting the Property and the Community (collectively, the "**Documents**"). The Document Book is hereby incorporated into the Agreement by this reference. The Document Book may be amended as deemed necessary by Seller in its sole and absolute discretion. Buyer agrees to take title to the Property subject to the Documents, to abide by and be bound by all of the terms and conditions of the Documents, and any amendments thereto. The Master

Disclosure and Information Addendum to Purchase and Sale Agreement attached hereto sets forth additional information respecting lien rights and homeowners association's restrictions affecting the Property. In the event that the Agreement is terminated for any reason whatsoever, Buyer shall return the Document Book to Seller in the same condition originally received (ordinary wear and tear excepted). Buyer understands and agrees this Section shall survive the termination of the Agreement.

11. **Selections.** The first ten (10) business days after Seller's acceptance of the Agreement is referred to as the "**Selection Period**". If flooring has not already been selected by Seller, Buyer agrees to select, upon Seller's standard forms and at the location designated by Seller, all options for flooring. If Buyer fails to make the required selections within the Selection Period, Seller shall have the option to (i) declare Buyer in default hereunder, or (ii) charge Buyer the amount of \$100 per day to compensate Seller for its additional administrative costs caused by Buyer's delay. Buyer shall have no right to change the choices after the Selection Period. Any changes, options, alterations and extras requested by Buyer, after the Selection Period will be at Seller's discretion and subject to current prices and availability. Any changes after the Selection Period will bear an administrative charge of \$500 for each individual change to be paid by Buyer in addition to the cost of the change before the change is made. Buyer understands and agrees that any changes, alterations or extras requested by Buyer will likely delay the completion of the Home. Administrative charges will not be credited as earnest money at Closing or refunded to Buyer under any circumstances.

12. **Inspection of the Home.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A "**NEW HOME ORIENTATION**", COMMONLY REFERRED TO AS A "**WALKTHROUGH**"). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER'S COST. A SECOND INSPECTION OF THE HOME WILL BE CONDUCTED PRIOR TO CLOSING AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER'S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER'S OPTION WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE HOME IS HABITABLE. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. EXCEPT FOR WORK THAT CANNOT BE COMPLETED AT THAT TIME OF YEAR. IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE HOME PRIOR TO CLOSING. FROM THE DATE SELLER PROVIDES NOTICE TO BUYER THAT THE HOME IS READY FOR A WALKTHROUGH INSPECTION, BUYER SHALL HAVE A PERIOD OF SEVENTY TWO HOURS TO COMPLETE SUCH WALKTHROUGH. IN THE EVENT BUYER FAILS TO COMPLETE THE WALKTHROUGH WITHIN SUCH TIME FRAME, THE SAME SHALL BE TREATED AS A DEFAULT UNDER THE AGREEMENT.

13. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller's representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without Seller's prior written approval and without being accompanied by Seller's representative. Any permitted personal inspections shall be made at times designated by Seller and upon written permission of Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller's representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing, other than options, upgrades and/or extras that Seller has agreed in writing to provide. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a "material breach" and shall entitle Seller to declare the Agreement to be in default in accordance with the provisions of the Buyer's Default Section in the Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever the Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller's rights contained within the Site and Substitutions Section in the Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in the Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

14. **Radon.** State and local government agencies and the United States Environmental Protection Agency have

detected elevated levels of naturally occurring radon gas in some residential structures in Utah. These agencies have expressed concern that prolonged exposure to high levels of radon gas may result in adverse effects on human health. The Seller is not having any testing done on the Property, or in the Property, with respect to radon gas or environmental pollutants and does not have any records or reports to disclose pertaining to radon nor any information to provide on radon concentrations, mitigation or remediations performed with respect to the Property. The Buyer acknowledges that Seller has made no representations or warranties, express or implied, concerning the presence or absence of radon gas or environmental pollutants in the Property or on the Property, and the Buyer acknowledges that the Seller is not qualified to analyze or evaluate these very complex issues with respect to the Property. To the extent required by the local building codes or other building regulations adopted by the governmental entity issuing the building permit for the Property, the Property has been or will be constructed using radon resistant new construction techniques for residential construction and may include components for passive radon mitigation. It is Buyer's responsibility to install a radon mitigation system. To the extent permitted by law, the Buyer releases the Seller from any and all liability and claims with respect to radon gas and environmental pollutants.

15. **Debit/Credit Card Deposit.** If Buyer makes the Initial Deposit using a credit or debit card ("**Card Deposit**"), Buyer will, upon Seller's request, provide the last 4-digits of the card to Seller and the title company conducting the Closing. At least one person that is a Buyer must be the cardholder. If the card deposit is a credit card deposit, it is subject to Seller's acceptance. Buyer must provide evidence to Buyer's lender no later than (10) business days prior to Closing that the credit card deposit has been paid off out of Buyer's own funds. Such evidence shall include, but is not limited to, credit card and bank statements.

16. **Further Actions.** Buyer and Seller will execute all instructions and documents required to correct any clerical errors or to effectuate the purchase and sale contemplated by the Agreement.


17. **Homesite Change Fee.** Seller may, in its sole discretion, allow Buyer in lieu of the Homesite identified in the Agreement, instead purchase a different Seller homesite by agreeing to revise the Agreement or enter into a new Purchase and Sale Agreement together with related addenda and documentation. If Seller agrees to such change in homesite, Buyer will be required to pay Seller a homesite change fee in the amount of Two Thousand Dollars (\$2,000.00) ("**Homesite Change Fee**") to offset costs and expenses incurred by Seller in connection with such change of homesite. Buyer hereby agrees to pay such Homesite Change Fee to Seller upon Buyer's execution of such new documentation. Buyer understands that such Homesite Change Fee shall not be a part of the Deposit and the Homesite Change Fee shall be non-refundable (unless otherwise provided in any FHA/VA Addendum, if applicable).

18. **Counterparts.** This Rider B shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Rider B electronically to the other party.

19. **Conflicts.** In the event of any conflict between this Rider B and the Agreement, this Rider B shall control. In all other respects, the Agreement shall remain in full force and effect.

20. **Entire Agreement.** The Agreement, together with this Rider B and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Rider B or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:



17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

Buyer -

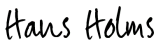
Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:



2018FD34D00A4FA...

By

Title: Authorized Representative

Hans Holms

Date Signed by Seller: 1/16/2025


APPROVED LENDER ADDENDUM

**THIS APPROVED LENDER ADDENDUM** (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Approved Lenders.** The following lenders are on Seller's Approved Lender List.

Ultimate Home Lending  
111 E. Sego Lily Dr. Suite 170, Sandy, Utah 84070

3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:  
  
17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

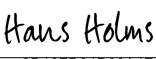
Buyer -

Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a \_\_\_\_\_

Signed by:  
  
2D36FD34D00A4FA...

By \_\_\_\_\_

Title: Authorized Representative Hans Holms

Date Signed by Seller: 1/16/2025

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the Fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119, of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Lennar Mortgage, LLC ("**Lennar Mortgage**"), and Lennar Title, LLC, ("**Lennar Title**"). Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Home.
3. **Incentives for Use of Affiliated Business.**

3.1 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and title company that Buyer will use in connection with the purchase of the Home.

3.1.1 Buyer elects to use the following lender:

- ☐ Lennar Mortgage (or such other lender named on the Approved Lender Addendum, if any)
- ☐ Alternate lender selected by Buyer: \_\_\_\_\_
- ☐ Buyer is purchasing the Home without financing

Buyer's Initials: 

Initial

BL

 \_\_\_\_\_

3.1.2 Buyer elects to use the following title company:

- ☐ Lennar Title (or such other title company on the Approved Title Company Addendum, if any)
- ☐ Alternate title company selected by Buyer: \_\_\_\_\_

Buyer's Initials: 

Initial

BL

 \_\_\_\_\_

3.2 If Buyer elects to use Lennar Mortgage (or such other lender named on the Approved Lender Addendum, if any) as its Lender and Lennar Title (or such other title company named on the Approved Title Company Addendum, if any) as its title company, Seller will contribute up to **\$.00** towards Buyer's recurring and non-recurring Closing costs (each, an "**Incentive**") at Closing. Buyer's entitlement to the Incentives is contingent upon Buyer's use of Lennar Mortgage (or such other lender named on the Approved Lender Addendum) and/or Lennar Title in the closing of the Home. The foregoing Incentive is subject to the Home closing on or before \_\_\_\_\_, \_\_\_\_\_; such date may be extended at Seller's sole discretion. Notwithstanding the foregoing and subject to the provisions of Section 4.3 of the Agreement, if the Agreement is contingent upon the Buyer obtaining mortgage loan financing to complete the purchase of the Property, Seller shall agree to postpone the closing date identified in this paragraph to the extent such postponement is required in order for Buyer's Lender to meet any waiting period required under the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule. In such event, Buyer shall remain entitled to the Incentives. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the closing date identified in this paragraph.

4. **Deposit and Disbursement of Funds.** Buyer and Seller agree that any funds received in escrow by Lennar Title shall be deposited with other escrow funds in general escrow accounts in a federally insured financial institution ("depositories") per state law. As a result of Lennar Title maintaining its general escrow accounts with the depositories, Lennar Title may receive certain financial benefits such as an array of bank services, including interest on deposit balances, accommodations, loans or other business benefits from the depositories ("**collateral benefits**"). All collateral benefits shall accrue to the sole benefit of Lennar Title and Lennar Title shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. Buyer and Seller hereby consent to the collateral benefits accruing to Lennar Title and confirm that they agree to the transfer of

accrued interest (only) from Lennar Title's escrow account to another acceptable account per state law. Any such collateral benefits shall be deemed additional compensation earned by Lennar Title for its services as escrow holder and will not affect any deposit or funds of the Buyer or Seller.

5. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect

7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:

Brian Carlson

17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

Buyer -

Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:

Hans Holms

2D18ED34D00A4FA...

By

Title: Authorized RepresentativeHans Holms

Date Signed by Seller: 1/16/2025

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP  
This form does not constitute a contract for services

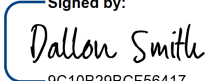
Property Address

7571 S Topaz Sky Lane West Jordan UT 84081

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. No confidential information will be disclosed. This \_\_\_ is X is not such a transaction.

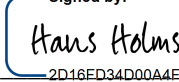
I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us. My/Our representative's relationship is:	
Hans Holm	Dallon Smith
is the AGENT of <input type="checkbox"/> Seller Exclusively (2) <input type="checkbox"/> Buyer Exclusively (3) <input type="checkbox"/> Both Buyer & Seller (1)	is the AGENT of <input type="checkbox"/> Buyer Exclusively (3) <input type="checkbox"/> Seller Exclusively (2) <input type="checkbox"/> Both Buyer & Seller (1)

- (1) A licensee can legally represent both the Seller and Buyer in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller and Buyer.
- (2) A licensee who is acting for the Seller exclusively, is not representing the Buyer and has no duty to advocate or negotiate for the Buyer.
- (3) A licensee who is acting for the Buyer exclusively, is not representing the Seller and has no duty to advocate or negotiate for the Seller.

Lennar Homes of Utah, LLC, a Delaware limited liability company <i>Seller's Company</i>	Real Broker LLC (Cottonwood) <i>Buyer's Company</i>
by _____ Hans Holms <i>Licensed Real Estate Agent</i>	Signed by:  by _____ Dallon Smith <i>Licensed Real Estate Agent</i>
_____	1/15/2025                      10:00
Date                                      Time	_____                      _____ Date                                      Time

Lennar Homes of Utah, LLC, a Delaware limited liability company

By/Title:

Signed by:	
	
_____	
Seller	Hans Holms
1/16/2025	10:22am
_____	_____
Date	Time

Signed by:	
	
_____	
Buyer - Brian Carlson	
1/15/2025	9:25 pm
_____	_____
Date	Time

_____	
Buyer -	
_____	_____
Date	Time



COOPERATING BROKER AGREEMENT

THIS COOPERATING BROKER AGREEMENT (this "Agreement") is made and entered into effective as of the fifteenth day of January, 2025 between Real Broker LLC (Cottonwood) ("Cooperating Broker"), Brian Carlson (collectively, "Buyer"), and Lennar Homes of Utah, LLC, a Delaware limited liability company ("Seller") respecting Lot 0119 of Block \_\_\_\_\_, of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, by and between Buyer and Seller, dated as of January fifteenth, 2025.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer as later defined herein, has dealt or will deal with the following brokerage firm in connection with the purchase of Property from Seller ("Cooperating Broker");

Name of Cooperating Broker (Full Legal Name): Real Broker LLC (Cottonwood)

License Number of Cooperating Broker:

Address: 6975 Union Park Avenuesuite 600, Cottonwood Heights UT 84047

Business Phone: (801) 505-9668

Entity Type (Check One):

Individual/Sole Proprietor/Single-member LLC

C Corporation S Corporation Partnership Trust/estate

X S LLC. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership):

Other:

Taxpayer Identification Number of Cooperating Broker (TIN): 46-4859464.

Name of Sales Associate of Cooperating Broker: Dallon Smith

License Number of Sales Associate of Cooperating Broker: 10569202-SA00

Date of Registration:

Name of Buyer(s): Brian Carlson

Seller agrees to pay Cooperating Broker, at the Close of Escrow for the acquisition of real property ("Property") by Buyer, a commission in the amount of **\$13,650.00** (the "Commission") for the homes in Utah that fund and close in calendar year 2025 through the efforts of Sales Associate or the Cooperating Broker if no sales associate is involved, subject however to the terms and conditions set forth below and in the Broker Participation Policy ("Participation Policy")

The parties hereto agree that the amount of the Commission shall not exceed the aggregate sum of compensation that Buyer has agreed to pay Cooperating Broker pursuant to the broker agreement between Buyer and Cooperating Broker ("BBA"). If the Commission is greater than the compensation payable pursuant to the BBA, then the Commission payable pursuant to the terms hereof will automatically be reduced to equal the sum payable for compensation pursuant to the BBA. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Commission will be paid only to Cooperating Broker listed above directly and only if Cooperating Broker has provided a valid Taxpayer Identification Number and federal tax classification. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Cooperating Broker.** By signing below, sales associate or designated agent of Cooperating Broker ("Sales Associate") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. **Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Commission to Cooperating Broker in the manner described above.** Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and



warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.

4. **Participation Policy.** By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy is as follows:

4.1. In order for Cooperating Broker to receive a commission in connection with the sale of real property, the Cooperating Broker must be documented on Buyer's first interaction with a Lennar employee. This means that the Buyer must identify and register the Cooperating Broker: (i) when Buyer first contacts a Lennar employee about a home or community; (ii) when Buyer first discusses or is introduced to a community or home by Lennar's internet sales employees; (iii) when Buyer first visits a community; or (iv) when Buyer first attends a self-guided tour of a community, whichever is first to occur. A failure of a Buyer to register Cooperating Broker upon the initial communication with Lennar about any community will render Cooperating Broker ineligible for a Commission. Registration of a prospect by a Cooperating Broker is not sufficient for Cooperating Broker to be eligible for a Commission. Cooperating Broker, or Sales Associate, must also accompany the Buyer during Buyer's initial visit or initial self-guided tour of a home in a community. Cooperating Broker, Sales Associate, or Buyer must provide Seller a copy of the BBA on or before the date the Purchase and Sale Agreement is executed by the Buyer and Seller. Cooperating Broker shall not be entitled to receive a commission in connection with the sale of real property in any Lennar community to such Buyer if (as shown by Lennar's tracking system or otherwise): (a) Buyer previously inquired about a community with a Lennar employee without identifying and registering the Cooperating Broker; (b) Buyer initially registered at a sales office and/or attended a self-guided tour of a community without registering and being accompanied by Cooperating Broker or Sales Associate; or (c) Cooperating Broker, Sales Associate, and Buyer fail to provide the BBA to Seller on or before the execution of the Purchase and Sale Agreement.. The registration is effective for a period of sixty (60) days from the date of registration ("**Registration Period**"). Cooperating Broker may extend the Registration Period for an additional sixty (60) days by accompanying Buyer to the sales office for the community in person (or virtually if Buyer is not local) before the expiration of the initial Registration Period.

4.2. In addition, Cooperating Broker shall not be entitled to receive the Commission unless: (i) Buyer and Cooperating Broker or Sales Associate have executed this Agreement prior to or at the time Buyer contracts to purchase the Property, (ii) Buyer contracts to purchase the Property before the expiration of the Registration Period, and (iii) Buyer closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. Cooperating Broker will not be paid the Commission if either Cooperating Broker or Sales Associate is a buyer under the contract to acquire the Property. Cooperating Broker will not be paid the Commission if either Cooperating Broker or Sales Associate is a relative or spouse of the Buyer. Cooperating Broker may not apply the Commission to reduce the Purchase Price or to cover closing costs or any other transaction related costs without the consent of Seller. Seller will pay the Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied and except as otherwise set forth above. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then payment of any commission shall be made to the Cooperating Broker and Sales Associate shall have no claim against Seller with respect to such commission.

4.3. To preserve the accuracy and integrity of information published about Seller's homes and communities, Cooperating Broker may not create or publish advertising materials (including e-mails or web pages) which advertise Seller's homes or communities without the prior written consent of Seller. If Cooperating Broker advertises or publishes materials referring to the Community or homes in the Community without Seller's prior written consent, Cooperating Broker will not be entitled to receive a Commission for any buyers that Cooperating Broker refers to the Community.

4.4. Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to prospects or buyers of homes are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys' fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys' fees, paraprofessional fees and costs.

5. **Cooperating Broker's Status, Duties and Prohibitions.** Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

5.1. Cooperating Broker is a licensed real estate broker in the State of Utah and is serving as a single agent on behalf of Buyer in the purchase of the Property. Cooperating Broker agrees to provide Seller with a copy of their current and valid broker license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.

- 5.2. Sales Associate is a licensed real estate broker or salesperson in the State of Utah and is a designated agent of Cooperating Broker serving as a single agent on behalf of Buyer in the purchase of the Property. Sales Associate agrees to provide Seller with a copy of their current and valid license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.
- 5.3. Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as an agent on behalf of Buyer in their representation of Buyer in the purchase of the Property and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing.
- 5.4. Neither Cooperating Broker nor Sales Associate are a relative or spouse of the Buyer, will not be party to the transaction to acquire Property from Seller nor will Cooperating Broker/Sales Associate attempt to apply the commission to a transaction to acquire Property from Seller.
6. **Acknowledgment by Broker.** This document supersedes any previous registration form filed by the Cooperating Broker or any of its agents or employees with the Seller, its agents or employees. Violation by the Cooperating Broker and/or Sales Agent of any provision of this document will constitute a breach of this document by the Cooperating Broker and will, at the Seller's election, void any obligation of the Seller to pay a commission or fee to the Cooperating Broker and will, at the Seller's election, entitle the Seller to whatever remedies it may have at law or in equity.
7. **Acknowledgment by Buyer.** Buyer acknowledges and agrees that Cooperating Broker is the exclusive agent of Buyer.
8. **Governing Law.** This Agreement is governed by Utah law, without regard to its conflicts of law rules.
9. **Counterparts.** This Agreement shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Agreement electronically to the other party.
10. **Entire Agreement.** This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.

**COOPERATING BROKER:**  
Real Broker LLC (Cottonwood), by  
its Sales Associate

Signed by:  
  
By: 9C10B29BCF56417...

Print Name: Dallon Smith

Date: 1/15/2025

Signed by:  
  
17E2DD3772E94EA...


Buyer - Brian Carlson  
Date 1/15/2025

Buyer -  
Date

Buyer -  
Date

Buyer -  
Date

**SELLER:**  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:  
  
By: 2D18ED34D00A4FA...  
Title: Authorized Representative Hans Holms  
Date Signed by Seller: 1/16/2025

INDOOR ENVIRONMENTAL QUALITY DISCLOSURE

THIS INDOOR ENVIRONMENTAL QUALITY DISCLOSURE (this "**Disclosure**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Indoor Environmental Contaminates.** There are many different types of indoor environmental contaminants, including, but not limited to, pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer's family members or any other individuals who will occupy or use the Home/Unit have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home/Unit for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home/Unit. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home/Unit. The following list is not meant to be all-inclusive.

- o Fix leaking plumbing and any other source of unwanted water immediately.
- o Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- o Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home/Unit, including doors to closets.
- o Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- o Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.
- o Keep water away from the foundation of the Home/Unit by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home/Unit.
- o If there is a sump pump in the Home/Unit, inspect it regularly to ensure that it is properly operating.
- o If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.


The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home/Unit.

- o It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- o Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- o Dry all water damaged areas and items immediately to prevent mold growth.
- o If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.
- o Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.

- o Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home/Unit is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home/Unit on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home/Unit, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home/Unit caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home/Unit caused by improper construction.

3. **Counterparts.** This Disclosure shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Disclosure electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Disclosure and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Disclosure or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:  
  
17E2DD3772E94EA...

Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

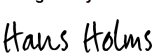
Buyer -

Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:  
  
2D38FD34D00A4FA...

By

Title: Authorized Representative

Hans Holms

Date Signed by Seller: 1/16/2025

ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS

THIS ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the fifteenth day of January, 2025, between Brian Carlson (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_, of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "Community").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. Natural Stone Flooring and Countertops. Natural stones with varying colors and mineral compositions ("Stone") are found in quarries throughout the world. Stone including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in Buyer's Home:

2.1 Cleaning. Care should be exercised when cleaning Stone. No chemicals should be used to clean stone other than those cleaners specifically designed to clean Stone.

2.2 Natural Inconsistencies. Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.

2.3 Edges and Corners. There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 Fissures and Pits. Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

2.5 Spots, Freckles, and Rust. Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.

2.6 Seams. Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have visible seams, which are not defects.

2.7 Wallboard and Plaster. Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 Staining. Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.


2.9 Sink Cabinet. The cabinet directly under the sink shall be six (6) inches larger than the sink, as a sink of larger size will preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone countertop.

3. Counterparts. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

4. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

5. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

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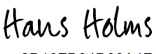
Signed by:  
  
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Buyer - Brian Carlson  
Date 1/15/2025

Buyer -  
Date

Buyer -  
Date

Buyer -  
Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a

Signed by:  
  
2D16FD34D00A4FA...  
By  
Title: Authorized Representative  
Hans Holms  
Date Signed by Seller: 1/16/2025

INSULATION ADDENDUM

**THIS INSULATION ADDENDUM** (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Fifteenth day of January, 2025, between Brian Carlson (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:


<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Walls	Insulative Foil	6"	R-19
Basement Walls	Pin & Draper		R-11
Attic	Fiberglass Blown-In	6"	R-38
		10"	

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation. The U.S. Department of Health and Human Services ("**HHS**") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

3. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Signed by:



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Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

Buyer -

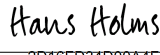
Date

Buyer -

Date

SELLER:  
Lennar Homes of Utah, LLC, a Delaware limited liability company

Signed by:



2D18FD34D00A4FA...

By

Title: Authorized Representative

Hans Holms

Date Signed by Seller: 1/16/2025



Affiliated Business Arrangement Disclosure Statement

**BUYER:** Brian Carlson

**REFERRING PARTY/SELLER:** Lennar Homes of Utah, LLC, a Delaware limited liability company

**PROPERTY:** 7571 S Topaz Sky Lane West Jordan UT 84081

**DATE:** 1/15/2025

This is to give notice that Referring Party/Seller (Seller) has business relationships with the companies listed in the boxes below. Specifically, Seller is, directly or indirectly, wholly owned by Lennar Corporation. Lennar Corporation (i) owns, directly or indirectly, 100% of Lennar Mortgage, LLC and Lennar Title, Inc.; (ii) indirectly has a 20% ownership interest in Doma Title Insurance, Inc.; (iii) indirectly has at least an 80% ownership interest in Lennar Insurance Agency, LLC; and (iv) indirectly has a minority ownership interest of less than 5% in Opendoor Labs, Inc. In addition, if you choose to use Lennar Insurance Agency, LLC for insurance services for your new home, Lennar Insurance Agency, LLC may outsource certain services to be performed by Blend Insurance Agency, Inc. Lennar Corporation indirectly has a minority ownership interest of less than 1% in Blend Insurance Agency, Inc. Because of these relationships, this referral of services may provide Seller a financial or other benefit.

Set forth below are the types of settlement services offered by these affiliated companies and the estimated charge or range of charges generally required by these companies for such settlement services. You are NOT required to use any of the companies listed above as a condition to the purchase of the property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE YOU ARE RECEIVING THE BEST SERVICES AND RATE FOR SUCH SERVICES.

Provider and Settlement Services/Estimated Range of Charges

MORTGAGE	
Lennar Mortgage, LLC arranges and makes mortgage loans and the following are estimated mortgage loan related charges or range of charges (not all of the charges may apply):	
Description of Settlement Service	Range of Charges
Origination Charges	
% of Loan Amount (Points) .....	0% - 2% (of the loan amount)
Loan Origination Fee .....	0% - 2% (of the loan amount)
Document Preparation Fee .....	\$0 - \$750
Processing Fee .....	\$0 - \$750
Underwriting Fee .....	\$0 - \$750
	\$0 - \$950
Appraisal Fee Paid to Appraiser .....	\$0 - \$400
Final Inspection Fee Paid to Appraiser .....	\$0 - \$8
Flood Certification Fee Paid to Outside Company ....	
NOTE: The actual fees charged may vary based on the size of your loan, loan program and interest rate you choose. There also will be other third-party charges. You will receive a Loan Estimate when you apply for your mortgage loan that will give you an estimate of all anticipated charges.	

Affiliated Business Arrangement Disclosure Statement

TITLE	
<p>Lennar Title, LLC, a Utah limited liability company provides closing services and title insurance through numerous underwriters, one of which is <b>Doma Title Insurance, Inc. (Doma)</b>. The following are estimated charges or range of charges for the settlement services listed:</p>	
Description of Settlement Service	Range of Charges
Owner's Policy:	\$433 - \$1,235 for purchase price of \$50,000 - \$200,000 \$1,235 - \$1,645 for purchase price of \$200,001 - \$300,000 \$1,645 - \$2,054 for purchase price of \$300,001 - \$400,000 \$2,096 - \$2,466 for purchase price of \$400,001 - \$500,000 \$2,486 - \$2,671 for purchase price of \$500,001 - \$600,000 \$2,692 - \$3,083 for purchase price of \$600,001 - \$800,000 \$3,104 - \$3,494 for purchase price of \$800,001 - \$1,000,000 \$3,515 - \$5,551 for purchase price of \$1,000,001 - \$2,000,000
Lender's Policy:	\$590 - \$763 for loan amount of \$50,000 - \$200,000 \$789 - \$1,018 for loan amount of \$200,001 - \$300,000 \$1,044 - \$1,277 for loan amount of \$300,001 - \$400,000 \$1,302 - \$1,536 for loan amount of \$400,001 - \$500,000 \$1,541 - \$1,656 for loan amount of \$500,001 - \$600,000 \$1,669 - \$1,935 for loan amount of \$600,001 - \$800,000 \$1,948 - \$2,166 for loan amount of \$800,001 - \$1,000,000 \$2,179 - \$3,441 for loan amount of \$1,000,001 - \$2,000,000
Endorsements:	0% - 20% of basic rate each (depending on coverage requested)
Closing Protection Letter:	\$25 per letter
Closing Fee:	\$600 - \$900
Wire Fee:	\$25 - \$50
Courier Fee:	\$25
E-recording Fee:	\$10
Recording Fee:	\$52
RON/Mobile Notary Fee:	\$140 - \$195

INSURANCE	
<p>Lennar Insurance Agency, LLC (Lennar Insurance Agency) is an insurance agent that provides, among other products, homeowner's/hazard and flood insurance. Lennar Insurance Agency has a contractual arrangement with <b>Blend Insurance Agency, Inc.</b>, a sub-producer, to provide certain services in connection with providing such insurance products. Set forth below are the estimated range of charges by Lennar Insurance Agency for the settlement services listed.</p>	
Description of Settlement Service	Range of Charges - Annual Premium
Homeowner's/Hazard Insurance	0.2% - 2.5% of purchase price amount
Flood Insurance	0.1% - 0.5% of purchase price amount
<p><b>NOTE:</b> The above premium ranges for homeowner's/hazard and flood insurance are from Lennar Insurance Agency. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by Lennar Insurance Agency is subject to Lennar Insurance Agency's application of their underwriting guidelines, including but not limited to verification of your credit score and previous loss history. Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.</p>	

Affiliated Business Arrangement Disclosure Statement

SALE OF EXISTING HOME

Opendoor Labs, Inc. d/b/a Opendoor offers programs to buy existing homes from homeowners.

Description of Settlement Service	Range of Charges*
Opendoor Service Charge (real estate transaction cost associated with purchase of home)	6% - 16% of home sales price

\* The amount of the Opendoor Service Charge varies based on the individual property and current market conditions and does not include any upfront repair costs that may be required. There will also be other closing costs imposed by third parties related to the settlement of the sale. Contact Opendoor to obtain an offer that includes an estimate of all anticipated charges.

Acknowledgment

I/we have read this notice and understand that Seller is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

Signed by:

Brian Carlson

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Buyer - Brian Carlson

Date 1/15/2025

Buyer -

Date

Buyer -

Date

Buyer -

Date

SELLER: Lennar Homes of Utah, LLC, a Delaware limited liability company

Signed by:

Hans Holms

2D16FD34D00A4FA...

Authorized Agent of Seller - Hans Holms

Date 1/16/2025

CLOSING ESCROW ADDENDUM

THIS CLOSING ESCROW ADDENDUM (the "Escrow Addendum") is made and entered into as of January 16, 2025, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the fifteenth day of January, 2025, among Brian Carlson (collectively, "Buyer"), Seller, as defined in the Agreement, and , whose address is ("Escrow Agent") respecting Lot 0119 of Block \_\_\_\_\_ of Sienna Hills Subdivision/Plat in the community known as Sienna Hills Townhome S (the "Community").

W I T N E S S E T H :

WHEREAS, Seller and Buyer completed an inspection of the Home on , ;

WHEREAS, Seller and Buyer have agreed that certain punch list items remain outstanding, as described on Exhibit "A" attached hereto (the "Punch List");

WHEREAS, Buyer has agreed to close on the purchase of the Property despite the Punch List; and

WHEREAS, Seller has agreed to complete the Punch List after Closing as set forth below.


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

- Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Escrow Addendum to the Agreement shall be deemed to include references to this Escrow Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
- Delivery of Escrow Funds to Escrow Agent.** On the Closing Date, Seller shall, pay to Escrow Agent and Escrow Agent shall retain and hold in escrow the amount of \$.00 of Seller's funds from the Total Purchase Price delivered by Buyer to Seller pursuant to the Agreement (the "Escrow Funds").
- Delivery of Escrow Funds by Escrow Agent.** The Punch List shall be completed on or before 0 (if blank ninety (90) days) days after the Closing, subject to force majeure and availability of materials ("Completion Date") and completion shall be determined at sole discretion of Seller. Portions of the Escrow Funds shall be disbursed to Seller as the Punch List milestones more particularly described in Exhibit "A" are completed. Seller shall deliver to Escrow Agent, with a copy to Buyer, a notice of Punch List completion together with documentation evidencing the completion of the particular milestone and a request for the release of that portion of the Escrow Amount as is set forth in the Exhibit "A" (the "Payment Request"). Upon receipt of the documentation referenced in Exhibit "A", Escrow Agent shall promptly, and without requiring Buyer's consent, disburse to Seller from the Escrow Funds the amount to be released for that particular Punch List milestone event. Subject this Paragraph 3, in the event Seller fails to timely perform its obligations under this Escrow Addendum and such failure continues for fifteen (15) days after receipt of written notice of such failure from Buyer, then Escrow Agent shall promptly disburse to the Buyer as its sole remedy the portion of the Escrow Funds attributable to the particular Punch List item which is incomplete.
- Disputes.** In the event of any dispute between Seller and Buyer with respect to completion any or all of the Punch List or disposition of all or part of the Escrow Funds, Escrow Agent shall not be obligated to disburse or take any action with respect to the disputed portion thereof, and Escrow Agent shall not be required to commence any action against Seller or Buyer or defend any action that a claimant might commence. However, In the event of a dispute as to completion of any or all of the Punch List or disposition of all or part of the Escrow Funds, Escrow Agent shall have the absolute right to commence or defend any action relating to such dispute. The Escrow Agent shall be entitled, but not required, to deliver all of the Escrow Funds held by it into the registry of the court in County where the Property is located ("Court Registry") and shall thereupon be released and discharged from all obligations and liabilities created by this Escrow Addendum with respect to the Escrow Funds so delivered to the court.
- Escrow Agent.** Escrow Agent shall not be bound by or be responsible for determining the validity, legality, accuracy or sufficiency of any agreement, certificate or other document executed by Seller, Buyer or any other party. Escrow Agent shall not be required to determine the validity of any Payment Request. Escrow Agent shall have no obligation or duty regarding the application of any portion of the Escrow Funds after delivery thereof to Buyer or Seller. Seller and Buyer acknowledge and agree that Escrow Agent shall act merely as a stakeholder hereunder, and Seller and Buyer agree to indemnify and save Escrow Agent harmless from any and all expenses, claims or liabilities arising out of or in connection with its duties hereunder, unless such expenses, claims and liabilities are the result of gross negligence or willful misconduct of the Escrow Agent. Seller and Buyer acknowledge and agree that Escrow Agent is an affiliate of Seller and waive any conflict of interest resulting from Escrow Agent acting in the capacity of Escrow Agent under this Escrow Addendum. Escrow Agent may resign after giving thirty (30) days prior written notice to Buyer and Seller. Upon such resignation, Escrow Agent shall disburse any remaining funds held by Escrow Agent to the successor Escrow Agent appointed by Buyer and Seller and if no such successor Escrow Agent is appointed, then Escrow Agent shall deposit such funds in the Court Registry, and thereafter Escrow Agent shall be relieved of all further liability as Escrow Agent. Escrow Agent shall not be compelled to furnish formal accounting for the Escrow Funds other than to notify Seller and Buyer as to each disbursement made from the Escrow Funds.


6. **Duration of Escrow Addendum.** This Escrow Addendum shall terminate after disbursement by the Escrow Agent of the entire Escrow Funds or Escrow Agent's delivery of the Escrow Funds to the Court Registry, whichever shall occur first.
7. **Notices.** If any notices, consents, approvals or waivers are to be given by any party to this Escrow Addendum to any other party to this Escrow Addendum, such notices, consents, approvals or waivers shall be in writing, and shall be delivered to such party by: (i) overnight delivery service, (ii) certified mail, return receipt requested, or (ii) electronic transmission (e-mail or pdf). Notices shall be addressed to the applicable party at the address listed on page 1 of the Agreement or this Escrow Addendum, as the case may be, and shall be deemed received on the date specified in the return receipt, if sent by U.S. Mail, or the first business day after being sent by overnight delivery service or electronic transmission.
8. **Confidentiality.** The parties agree that the terms and existence of this Escrow Addendum are to be kept strictly confidential between the parties, and that the Seller would be harmed if its terms and existence are not kept confidential. Therefore, Buyer shall not distribute, publish, disseminate or cause to be distributed, published, or disseminated, any of the terms of this Escrow Addendum or the existence of this Escrow Addendum.
9. **Entire Agreement.** The Agreement, together with this Escrow Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Escrow Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.
10. **Counterparts/Signatures.** This Escrow Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An executed e-mail (pdf) copy of this Escrow Addendum shall be binding for all purposes. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Escrow Addendum electronically to the other party.
11. **Conflicts.** In the event of any conflict between the terms and conditions of this Escrow Addendum and the Agreement, the terms and conditions of this Escrow Addendum shall govern the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Escrow Addendum the day and year first above written.

**SELLER:**  
Lennar Homes of Utah, LLC, a Delaware limited liability company  
a \_\_\_\_\_

Signed by:  
  
By \_\_\_\_\_  
Title: Authorized Representative      Hans Holms  
Date Signed by Seller: 1/16/2025

**BUYER:**

Signed by:  _____ Buyer - Brian Carlson Date 1/15/2025	_____ Buyer - Date _____
---	--------------------------------

_____ Buyer - Date _____	_____ Buyer - Date _____
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**ESCROW AGENT:**

\_\_\_\_\_  
Escrow Agent -  
Date \_\_\_\_\_

Exhibit "A "

THE PUNCH LIST/RELEASE SCHEDULE

Milestone Event / Documentation Needed / Amount to be Released from Escrow

- 1. -
- 2. -
- 3. -
- 4. -
- 5. -