

Eagle Ridge
A Planned Residential Development

RESERVATION AGREEMENT

THIS AGREEMENT IS NOT BINDING IN ANY WAY ON EITHER PARTY. YOU ARE NOT ESTABLISHING A LEGAL RIGHT OR CLAIM TO ANY LOT OR PURCHASE PRICE BY SIGNING THIS RESERVATION AGREEMENT.

By signing below _____ "Applicant," whose address is (Address)
_____ (City) _____ (State) _____, (Zip)

A residence of the State of _____, expresses his/her/it's desire to purchase a residential lot in the development to be developed under the name of "Eagle Ridge Phase _____ (The "Development") and requests that he/she/it's be placed into the priority lot reservation system for the Development.

This reservation agreement grants to the Applicant the right to purchase Lot _____ in the Development as shown on the plan attached hereto (the "Lot"), which Lot will be offered for sale upon the completion of the land entitlement and platting process for the Development. The purchase price for this Lot is \$ _____ and reservation Holder hereby deposits with Bonneville Title Co. a refundable deposit in the amount of \$10,000. made payable to Bonneville Title Company. Upon completion of the entitlement and plating process, Applicant shall be given advance notice of the terms and conditions of the Lot offering, which may include, but not be limited to the following: the covenants, conditions and restrictions of the Development ("CC&Rs"), and execution of applicable real estate purchase agreement (REPC). Reservation holder may apply the \$10,000.00 Deposit to the Earnest Money Deposit at the time the REPC is executed. After notice buyer(s) will have 3 days to have a REPC (Real Estate Purchase Contract) in place; closing to take place within (30) thirty days.

The Lot will be subject to the CC&Rs, which will be recorded in the Weber County Recorder's office. Applicant acknowledges that the Development is intended to be a high-end custom home community, and R&O Construction is the exclusive builder of the Development. The CC&Rs and Design Guidelines are very restrictive. Go to www.EagleRidgeUtah.com for design guidelines and policies and procedures.

Water and Sewer are provided through Wolf Creek Water and Sewer. Connection fees are due at the time of closing. Buyer pays all fees associated with the Lot.

No representation is made by the developer or its successors or assigns that the Development or the Lot has been or will be approved by the County, or will be developed as currently proposed or shown.

This agreement expires one year from the execution date thereof and shall be deemed null and void if a legally binding purchase and sale agreement for the Lot has not been entered into by such date. Neither party is bound to enter into such agreement. This Agreement is personal to the Applicant and non-assignable.

This Agreement is entered into subject to the applicable provisions of the Utah Code and specifically to the Land Sales Practice Act, Utah Code Annotated, 57-11 et-11., the Pre-Sales and Reservation Agreement policy of the Utah Department of Commerce, Real Estate Division, and Title 24, Chapter 10, of the Code of Federal Regulations. The laws of the State of Utah Govern this Agreement and all parties hereto consent to the exclusive venue and jurisdiction of the Second Judicial district Court, State of Utah.

IN WITNESS WHEREOF:

Applicant

DATE: _____

Opheikens REALTORS

DATE: _____