

Addendum to Vacant Land Real Estate Sale Agreement
(Final Plat Contingency)

This Addendum to Vacant Land Real Estate Sale Agreement (Final Plat Contingency) (this "Addendum") is attached to and is a part of the Residential Real Estate Sale Agreement (the "Agreement") between Buyer and Seller.

Buyer acknowledges that the Property is a part of a subdivision known as Highlands 4 & 5 (the "Subdivision"), which will be part of the community known as Highlands at Manzanita. Seller has received tentative plat approval for the Subdivision from the City of Manzanita. Seller cannot convey the Property unless and until such time as the final plat of the Subdivision (the "Final Plat") is approved by the City and recorded. Accordingly, Buyer acknowledges that Seller's obligations hereunder are contingent upon Seller (i) obtaining final approval from the City of Manzanita for the Final Plat and (ii) recording such Final Plat. Seller agrees that it shall use reasonable efforts to obtain final approval of and to record the Final Plat by _____, 202__.

If by _____, 202__, Seller has failed to record the Final Plat, this Residential Real Estate Sale Agreement shall terminate, all earnest money shall be returned to Buyer, and the parties shall have no further rights or obligations hereunder.

Buyer acknowledges that the preliminary title report (the "Subdivision PTR") referenced in the "Title Insurance" section (Section 9) of this Agreement covers the entire Subdivision. Accordingly, such Subdivision PTR does not reflect utility or access easements to be granted by Seller in connection with obtaining Final Plat approval. It also does not reflect the CC&Rs and the Association Bylaws (as defined herein), which will be recorded against the Property in conjunction with recordation of the Final Plat. As used herein, "CC&Rs" refers to that certain Declaration of Covenants, Conditions and Restrictions that governs the use and occupancy of the Property and that will encumber all of the property within the Subdivision, via a Declaration of Annexation, prior to Buyer's acquisition of the Property.

After the Final Plat is recorded and prior to closing, Seller shall provide Buyer with an updated preliminary title report covering just the Property. In the event that such title report discloses any liens or encumbrances other than utility and access easements, the CC&Rs (including the Declaration of Annexation), the Bylaws and those liens and encumbrances shown on the Subdivision PTR, the Buyer shall have three (3) business days in which to terminate this Agreement.

The CC&Rs limit the type and manner of construction that may be undertaken. The CC&Rs incorporate Design Guidelines, which govern the type and appearance of permissible construction on the Property. The CC&Rs also include provisions requiring assessments of lot owners, and governing the establishment, maintenance, and operation of common areas within the Subdivision. The Subdivision will be subjected to the CC&Rs by the recording of a supplemental declaration in the real property records of Tillamook County, Oregon. In addition to governing construction on the Property, the CC&Rs also regulate activities on the Property, prohibiting some uses.

Buyer acknowledges that as a purchaser of property in the Subdivision, Buyer is obligated to be a member of the Highlands at Manzanita Homeowners Association (the "Association") pursuant to the CC&Rs. Seller advises Buyer to consult with an attorney of Buyer's choosing prior to signing this Agreement regarding the obligations of membership in the Association. As a member of the Association, Buyer is obligated to pay assessments to

the Association, and Buyer will be subject to the terms of the Association's bylaws (the "Bylaws"). The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on, and the foreclosure of, the Property.

A copy of the CC&Rs, the Design Guidelines and/or the Bylaws are available upon request from the Seller. Buyer is advised that the Declaration of Annexation will impose an obligation upon each lot owner to install and maintain, and when necessary, replace, a street light, including post and light fixture, along the adjacent street. Such light must be installed and maintained in accordance with Design Guidelines of the Association. Installation and repairs or replacement are subject to approval by the Architectural Review Committee.

Buyer is advised that the Declaration of Annexation may impose additional or different covenants or obligations under the CC&Rs upon the Property; provided, however, Seller will not make any material modifications without first providing Buyer with the opportunity to review such material modifications. If Buyer disapproves of such material modification(s), Buyer must terminate this Agreement in writing within three (3) business days of receipt of a copy of the modification(s). Failure to timely terminate will constitute waiver of any objection to the modification(s). Buyer is advised to discuss the likely impact of the CC&Rs, the Design Guidelines and the Bylaws upon Buyer and the Property with a lawyer of Buyer's choosing prior to signing this Agreement.

If Buyer timely terminates this Agreement as permitted in this Addendum, such termination will be Buyer's sole option, and the earnest money shall be returned to Buyer, and the parties will have no further rights or obligations hereunder.

Buyer Initials: _____ / _____ Seller Initials: _____ / _____