

# GENERAL AND COMMUNITY DISCLOSURE STATEMENT

## STONECREEK American Fork, Utah

**Woodside Homes of Utah, LLC  
460 West 50 North, Suite 300  
Salt Lake City, UT 84101**

**August 28, 2018**

This General and Community Disclosure Statement (the "Disclosure Statement") is incorporated into the Purchase Agreement (the "Purchase Agreement") between Woodside Homes of Utah, LLC, a Utah limited liability company ("Seller") and Breanna L. Hale, Jason I. Hale (individually or collectively referred to herein as "Buyer") dated January 08, 2022 affecting real property known as Lot # 0629 (the "Property") of the subdivision known as **Stonecreek** in American Fork (the "City"), Utah County (the "County"), Utah 84003 (the "Community"). The information contained in this Disclosure Statement was collected from sources believed to be reliable at the time this Disclosure Statement was first prepared. Because changes occur from time to time, Buyer is encouraged to seek out more current information. Seller does not warrant the accuracy or timeliness of this information and cannot be responsible for changes brought about by others. If Buyer does not understand the information in this Disclosure Statement, Buyer is advised to consult with others.

The purpose of this Disclosure Statement is to provide information to the Buyer about the home, the Property, and certain other aspects of the Community. Since every person may have additional questions or concerns regarding buying a home, this Disclosure Statement does not attempt to address every concern that a customer may have regarding the home, the lot, or the Community. Buyer is encouraged to read this Disclosure Statement carefully, and before signing the Purchase Agreement, to conduct any additional investigation that the Buyer thinks is appropriate.

By signing the Purchase Agreement, Buyer is deemed to have fully satisfied him/herself with all aspects of the Property and to have investigated all matters in this Disclosure Statement to his or her own satisfaction. Upon signing the Purchase Agreement, Buyer's obligation to purchase the Property is not conditional upon his or her satisfaction with the matters raised in this Disclosure Statement or with any other information available or that is later discovered.

### 1.0 General Information.

**1.1 Variations in Elevations.** There are many elements of each home which may vary with elevation (exterior architecture). These may include, but are not limited to, window sizes and location, room size and configuration, ceiling height and angles, garage configuration, etc. These elements may not be as per the model homes or renderings.

**1.2 New Plans.** Buyer is aware that, from time to time, Seller, in its sole discretion, may make available additional models or floor plans in the Community. Although all new plans will conform to the standards of the local municipality and CC&Rs, they may differ in layout, square footage, sales prices, and exterior elevations. Standard features and the availability of optional items are at Seller's sole discretion and subject to change without notice.



**1.3 Price Changes.** Buyer is aware that real estate is affected by market conditions. Sales prices for homes in this and other communities are subject to increase and decrease based on market conditions. Sales agents of Seller are not authorized to make any oral promises, representations or forecasts regarding future prices of homes or lots. Prices for homes and options in this Community or any other community are subject to change at the absolute discretion of Seller. Seller may raise, lower or adjust prices on homes or options similar to those for which the Buyer has contracted. Seller may offer periodic sales or promotions. These offerings shall not affect the Buyer's contracted purchase price. Seller shall not be held responsible for market conditions, which affect value or resale of the Property.

**1.4 Adjacent Property.** Buyer acknowledges that Seller presently plans to develop only those homes which have already been released for sale and construction and Seller has no obligation with respect to future plans, zoning and development in the general area of the Property or other lots in the Community. Seller reserves the right to sell any or all of the real property to other homebuilders or interested parties. Buyer understands that proposed and contemplated residential and other developments may have been illustrated on a plat map or other sales literature of Seller. However, notwithstanding these or any other discussions or representations by sales personnel or otherwise, Seller is under no obligation to construct such developments, and Buyer should not and is not in any way relying upon the presumption that the same will be constructed by Seller. Buyer understands that no sales person or any other person in any way associated with Seller has any authority to make any statement contrary to the provisions of this paragraph.

**1.5 Home Placement.** Due to the proximity of homes in some communities, it is possible that occupants of one home may, depending upon the location of windows in the home, lot fencing, and/or location of the home on the lot and future landscaping, have the ability to see into another home without window treatments. It is also possible that occupants of one home may be able to hear noise from adjacent neighbors. Seller is not responsible for any possible interference with privacy resulting from the proximity of the homes, inclusive of the window locations.

Typically, each plan is built in two versions, left and right. The designation of a left or right is dependent on which side of the home the garage is located as determined by viewing the home from the street. A left plan is a mirror image of a right plan. The feel of the home and furniture placement are affected by the plan orientation. Buyer's home may be reversed from the model home and what is shown on the brochure. Buyer is responsible to know which version is being purchased.

Except as required by any written plan provided to Buyer, Seller makes no representation or guarantee as to what the size, elevation, style, or height of any home will be on any other lot in the Community. Buyer acknowledges that Seller has made no representation and can make no guarantee as to the existence or continued existence of any views from the lot or the Community. Buyer also acknowledges that Seller has made no representation and can make no guarantee as to any level of privacy within any lot. Buyer acknowledges that an adjacent lot may have a home built upon it that is of higher elevation or otherwise able to view into Buyer's home or yard. Neither Seller nor any of its authorized agents, representatives or employees have made any representations, warranties or promises, nor are they authorized to do so, as to the style or height of any home on any other lot in the Community. Buyer acknowledges that any plans of Seller to construct a particular home on an adjacent lot may change at any time. Seller's sales agents have no authority to make any such representation or guarantee as to any of the matters described in this paragraph.

**1.6 Damage to Street Improvements.** Community improvements such as curb, gutter, sidewalk and roads are typically installed by the developer and dedicated to the City/County. The City/County will conduct a walk-through with the developer and accept these improvements when they are complete according to their standards.

Buyer understands that after close of escrow and transfer of legal title to Buyer from Seller, Buyer is responsible for any damage done to street or other Community improvements. Damage is most often caused by moving vans, landscapers, pool companies, and top soil being delivered to the Property.

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Buyer should inspect all of the curb, gutter, sidewalks and street improvements along Buyer's Property during Buyer's courtesy Walk-Through orientation. Any item noted at the Walk-Through with regard to these improvements will be repaired, replaced or left "as is" entirely at the discretion of the Seller and the City/County. Any damages not noted at that time will be Buyer's responsibility. If the City/County requires repairs or replacement by Seller along the frontage of Buyer's lot that are not a direct defect in the improvement, Buyer agrees to pay to Seller within thirty (30) days the full amount of the repair cost. Buyer also agrees to never access Buyer's lot by means of adjacent properties without prior written permission from the appropriate property owners. Buyer agrees to obtain a payment and performance bond guaranteeing repair of damages to property before commencing additional construction on the Property within two (2) years after closing.

**1.7 Utility Transfer.** As of the date of deed transfer, Buyer shall assume responsibility for all utility charges incurred against the Property and the transfer of utilities into Buyer's name. In the event that Buyer fails to transfer utilities into Buyer's name or any utility company does not affect such transfer, Buyer agrees to reimburse Seller for the applicable cost of said utilities within thirty (30) days of receiving an invoice from Seller. Please be aware that utility companies often do not complete the billing information changes that are called in by new buyers. Because of this problem, several months may be required to get correct closing bill information from the utility and to determine what amounts are owed by Buyer to Seller.

**1.8 Environmental Protection Agency ("EPA") Storm Water Pollution Prevention Plan ("SWPPP") Compliance.** Buyer is obligated to comply with the Community SWPPP which is available for review at the Community sales office. Buyer shall not place soil or track mud or other debris onto roads or into gutters. In the event Buyer violates the SWPPP, any fines or penalties placed on Seller by the EPA or enforcing agency will be passed on to Buyer for payment.

**1.9 Garage and Driveway.** Buyer has either reviewed the floor plan for the garage layout or has personally inspected either the garage of the model or that of the actual home Buyer is purchasing. Buyer is satisfied that the garage is acceptable for Buyer's needs. Buyer should be advised that not all garage spaces are deep enough to accommodate a full-sized car. Some spaces are designed for compact cars only. Due to the slope of some lots and other environmental conditions beyond Seller's control certain homes may have a larger step down from the living area to the garage. This step down may require the construction of a landing at the door to the home and several stairs leading down into the garage which could significantly affect the depth of the garage in the area of the stairs and certain homes may have a larger step down from the living area to the garage. Buyer is advised of this condition, and that it may vary from any model or similar home Buyer may have viewed. Buyer must make Buyer's own investigation prior to purchase to determine if the garage will accommodate Buyer's needs. Seller offers a garage extension option on several of its homes; however, such option is not available on every lot and may also affect the placement of the home on the lot and the size of the front and back yards. Buyer is advised to consult with Buyer's sales representative to determine the availability of this option for Buyer's home and lot choice. The elevation of some lots in relation to the street may require the home's driveway to be either on an incline or a decline. Buyer is advised that the actual slope of the driveway may result in some vehicles (such as cars with low ground clearance) scraping on the driveway or not being able to use the driveway or garage. Seller is not responsible for the inability of some vehicles to use the driveway or garage due to driveway slope.

**1.10 Electric and Magnetic Fields.** Electric and magnetic fields ("EMFs") are invisible energy fields that surround anything carrying electricity. These fields are part of everyday life and are present in such things as appliances, computers, home wiring and aboveground and underground power lines. There have been many scientific studies done on the effects of EMFs, and many of these have been inconclusive or inconsistent. Some studies have reported an association between EMFs and certain types of cancer for persons living or working near high voltage power lines and related electrical facilities. Other scientific studies have reported no such relationship.



Not only is there concern among experts as to whether health risks are associated with EMF exposure, but there may also be consequences resulting from perceptions relating to EMF exposure. Some people claim to experience emotional distress resulting from fears relating to EMF exposure. Others have worried about or believe they have experienced diminished property values relating to proximity to sources of EMF exposure or the possibility of what may be discovered from further research on the subject. It is possible that future scientific research may lead to new conclusions on health risks associated with EMFs which could dramatically affect people's lifestyle choices and property values.

Buyer acknowledges that high voltage power lines are located near the Community. These transmission lines are the property of the local power provider and others. Buyer should make decisions relating to the purchase of Buyer's home on the basis of Buyer's own research on the subject of EMFs, Buyer's own assessment of risk (which may include ascertaining from the local provider of electricity the sources of EMFs in and around Buyer's home), and Buyer's lifestyle choices. Seller makes no covenants, representations, or warranties related to EMFs.

The above information is intended solely to make Buyer generally aware of the subject of EMFs. For the most current information, please contact the local power provider.

**1.11 Radon Gas.** Radon gas is created in the soil from trace amounts of uranium and radium. These elements can be found everywhere in the world. Any building has the potential for elevated levels of radon gas. The EPA has determined that prolonged exposure to radon gas may cause lung cancer.

Radon gas levels may vary from one home to another in the same community. Maps of radon gas levels have been prepared by the EPA and others. Each map is slightly different. The only true measure of radon gas is an extended test in a home under normal living conditions. For additional information in regards to radon gas Buyer may contact the following:

U.S. Environmental Protection Agency  
Office of Radiation and Indoor Air  
401 M Street, S.W.  
Washington, D.C. 20460

or visit the EPA's website at [www.epa.gov/](http://www.epa.gov/).

Seller has made no representation regarding the existence or absence of radon gas. Buyer is responsible to investigate to its satisfaction the acceptability of the home in this regard.

**1.12 Construction Nuisance.** Buyer acknowledges that, depending on the time of the closing, other homes in the Community will still be under construction. Said construction will result in noise, higher than normal traffic within the Community, danger for children and adults that trespass on Seller's property, excessive dirt on the roads, and dust and some debris that may be carried by wind to areas of the Community. Buyer understands that these conditions may exist for a period of months or years.

**1.13 Lot Conditions.** Seller does not warrant that the lot, soils, usable square footage of the lot, or other conditions will permit Buyer to add improvements to the Property. Buyer is strongly encouraged to seek professional advice before making improvements to the Property. Buyer, not Seller, shall be responsible for damage caused to real or personal property of the Buyer or others because of improvements made to the Property by Buyer.

**1.14 Health Risks.** Buyer is hereby informed that some health authorities feel that there may be a health risk associated with gases and pollutants emitted from construction materials, such as carpets, paints, plywood, fiberglass, particle board, etc. It is a prudent practice to maintain adequate ventilation and fresh air in Buyer's home to minimize potential harmful effects. Buyer is cautioned against extreme conservation measures which prevent good ventilation.

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**1.15 Carpet Filtration Soiling.** Buyer is hereby informed that light colored carpeting may experience filtration soiling, which is characterized by dark, grayish lines appearing under doors, around baseboards, and along the edges of stairs. This soiling is caused by dust, smog and other airborne pollutants accumulating where concentrated airflow is directed over or through the carpet. Filtration soiling is not an indication of low quality carpet or of a defect in the carpet or its components. Seller is not responsible for any discolorations caused by filtration soiling. For more information regarding carpet selections and performance, Buyer is advised to contact the Community's carpet supplier.

**1.16 Lot Premiums.** Lot premiums are based upon a number of factors. Buyer has evaluated the lot Buyer is purchasing and has made Buyer's own analysis as to the suitability of any lot premium assigned to Buyer's lot. Buyer understands that neither Seller nor Seller's agents guarantee the future of any view from the lot or home to be constructed thereon. Buyer is aware that views or sources of light may be restricted or impaired by future construction or landscaping. Due to the close proximity of other homes, some windows may provide a clear view into windows of adjacent homes. Buyer accepts these facts, together with other possible restrictions of privacy, including noise transmission.

**1.17 Grading and Drainage.** Buyer understands that all lots are subject to final governmental inspection to assure that each lot has been graded properly according to the Community grading and drainage plan or local building codes. Said plan may call for swales, slopes, scarps, berms and retaining walls. A final government inspection will certify that the lot has been constructed substantially in conformance with said grading and drainage plan requirements. Seller assumes no liability for water or erosion damage to the Property or neighboring properties caused by any modification Buyer makes to approved grading and drainage plans.

**1.18 Courtesy Orientation.** Buyer and Seller shall perform a courtesy joint walk-through orientation of the home before or after the close of escrow at a time designated by the Seller (the "Walk-Through"). At the Walk-Through, Buyer and Seller's Walk-Through representative shall prepare a written itemized list to be signed by Buyer and Seller's representative identifying items or conditions which Buyer requests to be completed by Seller within a reasonable period of time. The itemized list is subject to the approval of Seller's management and certain items may not be approved if Seller's management determines such items have been built in a manner consistent with the Purchase Agreement and any addenda thereto, standards in the construction industry, building codes, or applicable state law. Seller's Walk-Through representative does not have authority to bind Seller to perform the items on the prepared list. Such items need not be completed before the close of escrow, and the fact that such items have not been completed before the close of escrow shall not entitle Buyer to extend or delay the close of escrow. **BUYER'S FAILURE FOR ANY REASON TO ATTEND A WALK-THROUGH OF THE HOME AS SET FORTH ABOVE SHALL BE DEEMED BUYER'S ACCEPTANCE OF THE CONDITION OF THE HOME.**

**1.19 Square Footage Quoted.** Square footage quoted in the brochures, price lists, and other informational material for these homes are approximates only. They are quoted as a convenience to potential buyers and are not meant to be exact. The exact square footage of Buyer's home will vary according to many factors. Sales prices are not determined based on exact square footage.

**1.20 Property Dimensions.** Buyer is aware that the dimensions, building setbacks, building footprints, walkway and driveway locations shown on the plot plan are approximate, and the decision to purchase should not be based solely on these dimensions. The Buyer has examined the Property and accepts the position of the home "as-is."

**1.21 Property Lines.** The grading of the properties may result in the boundary line not being located at either the top or the bottom of the slope. The boundary lines are determined by the recorded plat, not by the fence location, property line stakes, grading or topography. Actual locations of slopes, fences, landscape, etc., may require minor property line adjustments or easements. Buyer agrees to cooperate, without compensation, with the recording of these adjustments.

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**1.22 Varying Wood Stain.** Many of the cabinets, banisters, and other surfaces in Buyer's new home have been stained or painted. Because of the nature of the different pieces of lumber used in Buyer's home, the final color and finish of these wooden surfaces may vary considerably. Buyer must understand that this is the nature of the product and accept the variations that result. Variations in color of stained wooden surfaces will not be addressed as a quality or customer service issue.

**1.23 Paint and Wood Stain Yellowing.** Sunlight causes certain paints and wood stains to yellow with time. This is a natural and expected occurrence which will cause variation in the color of finished areas depending upon sunlight exposure. This is not a defect and will not be addressed as a quality or customer service issue.

**1.24 Interior Colors.** Buyer should confirm with Buyer's sales agents what interior colors will be used in Buyer's home. Regarding white walls, it must be remembered that there are many shades of white. Please do not assume that Buyer's home will be painted using any shade of white shown in the model homes. Model home interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's home. Exposure to sunlight will cause finished surfaces to fade, yellow, or deteriorate. This is a normal homeowner maintenance item, and will not to be addressed by the warranty department.

**1.25 Exterior Colors, Roof and Veneer.** Exterior colors, roof and veneer material are predetermined by the Seller in order to achieve the desired result of variation and/or continuity. Check with the sales agent to confirm the predetermined exterior scheme of the selected home prior to purchase.

**1.26 Floor Noises.** During construction, every attempt is made to ensure that all floor joints and sheathing are fastened securely. Due to temperature variations, plus normal expansion and contraction due to seasoning of the lumber in Buyer's home, the floor may at some time develop small squeaks and/or noisy areas. This is beyond the builder's control; therefore, the Seller does not warrant that the floors in Buyer's home will be completely free from noises or squeaks. During the first year after close of escrow, Seller will attempt, on a one-time basis, to eliminate any floor squeaks in Buyer's home. Floor squeaks are otherwise Buyer's responsibility.

**1.27 Polystyrene (Foam) Plantons.** Certain embellishments in the stucco exterior, including those surrounding columns and windows, etc., may be created with the use of foam plantons. These plantons are subject to damage, should they be struck by sharp or hard objects. Care should be taken not to damage these plantons. Repairs will not be considered a warranty item.

**1.28 Wood Doors.** Quality wooden doors are used in many places in the home. Because wood is a natural product, it is subject to deterioration caused by many environmental factors including direct sunlight, wind, and rain. In order to maintain the appearance and function of the doors, it will be a necessary homeowner maintenance item to frequently caulk and repaint or refinish them. It is important that this is done using quality materials as once deterioration has begun it is very difficult to reverse. This maintenance is not a warranty issue.

**1.29 Wildlife.** Coyotes, foxes, mountain lions, deer, rodents, snakes, mosquitoes, and other potentially dangerous animals, reptiles, insects, and vermin may inhabit on-site and adjacent properties. Buyer should be aware of this wildlife and take necessary precautions. Seller has no control over any such wildlife in the area, and assumes no responsibility for such.

**1.30 Water Saving Toilets.** Due to building code changes, Seller's homes will be built with low-flow water saving toilets. Examples of these types of toilets are shown in the model homes. Low-flow toilets may require double flushing when flushing solid material. This is consistent with design and building code requirements and will not be addressed as a customer service issue.

**1.31 Consumer Products Warranties.** Certain features of Buyer's new home are considered consumer products. These items are covered by the individual manufacturers' warranties, not the Seller's warranty. These warranties are available for Buyer's review upon request. Consumer products include such items as ovens, cook tops, air conditioner, water heater, etc. Buyer is being advised of this according to the Magnuson-Moss FTC Improvement Act.

**1.32 Optional Hot Water Recirculation Loop.** In an effort to conserve water, federal law requires many of the water fixtures in Buyer's home be equipped with low-volume or "low-flow" features, such as restrictors in the ends of the faucets and showerheads. These features reduce the rate of water flow and thus increase the amount of time it takes for hot water to reach the faucet or showerhead once the water is turned on. Seller offers an optional hot water recirculation device that may be installed in Buyer's home and that may decrease the time required for hot water to reach a fixture. This device may be a standard feature in some communities. Additional written information may be available from the sales agent.

Buyer acknowledges being informed that this optional feature is available for purchase. If Buyer desires this option, the option must be selected on the appropriate option selection form prior to the start of any construction of the home. Buyer acknowledges that if this option is not selected prior to the start of construction, the hot water delivery system will be built according to applicable codes and building requirements and Buyer shall accept the hot water delivery of the home as long as it complies with such requirements.

**1.33 Dryer Connection.** Buyer is responsible to note the type of dryer connection installed in the home during Buyer's Walk-Through inspection. If Buyer selects a 220v outlet, Buyer should be aware that recent electrical code changes in many cities now require Seller to install a four (4) prong dryer plug receptacle even though the most common dryer plug only comes with three (3) prongs. If Buyer's home has been installed with the four (4) prong outlet, and Buyer's dryer is equipped with a three (3) prong cord, it will be necessary for Buyer to obtain a new cord for Buyer's dryer before Buyer will be able to use the dryer in Buyer's new home. Although generic replacement cords are available at many home improvement stores, Buyer should review the specifications listed in Buyer's dryer manual for details.

**1.34 Concrete Care.** Because most of the damage which occurs to exterior concrete is caused by factors beyond the control of a builder, exterior concrete is excluded from the warranty coverage of Buyer's new home. The following concrete care guidelines are intended to instruct Buyer on the care of Buyer's concrete to enhance its useful life:

**1.34.1 Cure.** Newly poured concrete should be allowed to cure and harden before being put into use for vehicular traffic. This curing period varies with climatic conditions.

**1.34.2 Seal.** Seal the surface of the concrete each autumn. Concrete sealers can be purchased from a building supply or home improvement store.

**1.34.3 Drainage.** Keep the surface of the concrete clean of ice and snow build-up. Maintain proper drainage and keep moisture from saturating the concrete during periods of freezing conditions. Dry concrete will not suffer winter damage due to freeze-thaw cycles.

**1.34.4 Sand.** Do not use salt, chemical ice melting compounds or fertilizers on the concrete. They will destroy the concrete surface. Use sand for safety and traction.

**1.34.5 Parking.** Don't park on concrete surfaces after driving on wet, salted streets. Park elsewhere until the automobile undercarriage has thawed and dried. Salt and chemical ice melting compounds which build-up behind the wheels and inside the fenders melt from the heat of the tires. The resulting run-off causes scaling and surface spalling or fractures. Automobiles will pick up this salt and chemical ice melting mixture anytime they are driven on wet streets during winter months.

**1.34.6 Run-Off Water.** Keep run-off water away from concrete surfaces. Run-off water from sprinkler systems, rain, snow melt, or other sources will undermine driveways, walkways, patios, and other concrete surfaces causing settling, sinking, and cracking problems.

**1.35 Natural Characteristics of Wood.** Regarding the cabinets and other wood furnishings in the home, Buyer is advised of the following natural characteristics of wood. Wood by nature has characteristics that cannot be controlled and variations exist from one species to the next as well as from one plank to the next, even of the same wood type. These features include, but are not limited to, color, graining, streaking, gum pockets, knots, pores or pinning, texture, density, strength, stiffness, and wear patterns. These variations are created through the natural process of the growth of the trees from exposure to weather, as well as minerals or other elements in the surrounding soil.

All of the above characteristics were stamped into the trees by nature and in no way reduce the quality of the lumber used in the products. In fact, variations in the lumber are what give it its beauty. Buyer is advised to investigate the specific characteristics of the type of wood Buyer is considering for the home before making final selections.

It is the responsibility of each prospective buyer to understand that the above-mentioned characteristics of wood are natural and that neither the Seller nor the cabinet supplier as a manufacturer can accept responsibility for the way that nature has caused a tree to grow. Small hand samples quite often do not give a true picture of a complete wood kitchen. Buyer is advised that the cabinet supplier will stand behind the workmanship of its products, but will not select specific doors for individual kitchens, nor will it trade doors already delivered for individual kitchens.

**1.36 Natural Characteristics of Stone.** Seller may offer one or more types of natural stone, among other materials, for countertops, flooring or other features and surfaces in the home. Buyer is responsible to choose all materials carefully and make themselves aware of the characteristics and maintenance of the material Buyer chooses for all features in the home.

Quarried stone by nature has characteristics that cannot be controlled. These characteristics include size, veining, fissures, geological flaws, thickness and possible differences and variations in color, shade, tone, lightness, darkness, irregular markings and variations in patterns, voids, cracks, lines, minor separations, or other patterns/designs, etc. These are all natural characteristics and should not be considered imperfections or defects.

Buyer may not be familiar with some of the characteristics inherent in natural stone and should keep in mind that because natural stone is a product of, and affected by, nature, no two pieces of natural stone will look exactly the same. Additionally, it may be the standard practice by some manufacturers and/or fabricators to "repair" separations in some types of natural stone by one or more common industry methods, including, waxing and filling.

Seller cannot guarantee that the stone in Buyer's home will have the same appearance as the samples shown in the design studio, model homes, or any previously built or yet to be completed home. Due to the naturally occurring characteristics in stone, it is the responsibility of the Buyer to understand that the samples available quite often do not give a true picture of the complete or overall finished look of the stone. Please be advised that variations in characteristics are common and should be expected in varying degrees in all natural stone.

It is hereby understood that Seller will not be held responsible for the natural conditions or characteristics of the stone as described above, or the standard practices of any supplier or manufacturer. Buyer acknowledges that Buyer is solely responsible for Buyer's selections, and neither Seller nor the sales agent will be held responsible for Buyer's selections.

**1.37 Mold Prevention.** Molds are simple, microscopic organisms that are virtually everywhere, indoors and outdoors. Much of the mold found indoors comes from outdoor sources. Some

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molds grow on material common in a home, such as fiberboard, gypsum board, paper, dust, lint, and plant materials. Controlling excess moisture is the key to stopping indoor mold growth. Bathroom facilities, windows, and some other parts of Seller's homes have been caulked or sealed to prevent moisture from building up in corners and seeping behind walls. The caulking and sealing should be maintained and replaced at least annually as a normal homeowner's maintenance item. Weep holes in window frames, which are natural vents, should be kept cleared so that water is not allowed to accumulate. A homeowner's failure to maintain the seals and caulking and other items in the home will increase the possibility of water intrusion and mold growth.

Carpet that becomes wet should be dried out as soon as possible. The flooring of kitchens, bathrooms, laundry rooms and wash rooms in Seller's homes is hard surface flooring such as tile or vinyl. Buyer is advised that any change to carpet material in these areas increases the risk of moisture accumulation and mold growth. Any replacement of the hard surface flooring in these areas with carpet, whether performed by Seller at Buyer's special request or by Buyer after closing, is entirely at Buyer's own risk and responsibility.

During Buyer's ownership of the home, small cracks may appear in walls, floors, or other surfaces as a result of normal settling. The home at some point may experience a plumbing leak or drip. During the first year of ownership, these items may be covered by the Seller's one-year limited warranty, as determined by Seller's warranty policies. If any of these items occur, regardless of when, it is very important that the homeowner address these items immediately with proper maintenance to prevent moisture in the home and possible mold growth. Seller shall not be responsible for any issues regarding mold that are related to Buyer's failure to properly maintain the home, eliminate improper moisture, or act in a timely manner to correct the issue.

**1.38 Non-Standard Flooring Disclosure and Release.** The standard flooring of kitchens, bathrooms, dressing areas in bathrooms, laundry rooms and washrooms in Seller's homes is hard surface flooring such as tile or vinyl. The Seller recommends that these areas of the home remain hard surface flooring because of the increased possibility of the floor getting damp in these areas. Flooring made of absorbent materials, such as carpet, may lead to moisture accumulation and subsequent mold growth in or under the carpet.

Buyer is advised that Seller does not recommend changing the flooring surface in these areas to carpet or other absorbent materials. In the event that Buyer directs Seller to provide carpet or other absorbent flooring in these areas, Buyer agrees to all of the following:

**1.38.1 Maintenance.** Buyer agrees to regularly maintain the carpeted areas and take protective measures to avoid moisture accumulation in or under the carpet. These measures may include using rubber-backed mats in the carpeted areas most prone to getting damp including, but not limited to, the areas near the bathtub and shower.

**1.38.2 Release.** Buyer agrees to release and hold harmless Seller and any party acting through or on behalf of Seller including, but not limited to, the design center, flooring contractor, flooring manufacturer, and all officers, employees, agents and other related parties (who are intended third party beneficiaries) from any claims, demands, expenses, costs or liabilities in any way due to the moisture damage, or mold growth due to leaks or the failure of Buyer to maintain and protect the carpeted areas from getting damp.

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**1.39 Candle Burning.** Buyer is advised that the burning of candles in homes has been associated with discoloration of carpets and walls and other parts of the home. Excessive candle use may contribute to the presence of soot that damages ceilings, walls, countertops, and carpets. Such damage will be solely Buyer's responsibility.

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**1.40 Bathroom Fans.** Avoiding the accumulation of moisture is important to Buyer's long-term enjoyment of the home. All bathrooms in Buyer's home will have exhaust fans installed. The exhaust fan and bathroom light may be wired to one switch so that the exhaust fan and light go on together. This feature may differ from the model homes in the Community.

**1.41 Termite Pretreatment.** A "termite pretreatment" is the creation of a chemical barrier of termite repellent between the soil and the concrete floor of a home during the construction process. Most chemicals used in the pretreatment process are designed to repel termites, not kill them. Any modification to the home that requires breaking or cutting into the concrete slab, or disturbing the soil that touches the outside foundation should be reported to a pest control company. The disturbed area should be re-treated in order to maintain the integrity of the chemical barrier. If Buyer adds any concrete for patios, room additions, garages or carports; makes any landscaping alterations near the home; or makes any other alterations to Buyer's home, these areas should also be treated. **Failure to do so could void any warranty for the pretreatment.** Further, making cosmetic changes can inadvertently disturb and destroy the treated barrier. Other modifications that may void any warranty for the pretreatment are: landscaping or irrigation installed too close to the home; fence posts, trellises, or any other wooden decor that touch both the ground and the structure; changing the grade level of the soil outside the foundation to create drainage toward the home; and "cool-decking" installed against the foundation of the structure.

**1.42 No Personal Work Done By Seller's Employees.** Seller's policies prohibit its employees from doing personal work or side-jobs for Seller's customers. This policy is important in order to provide effective service, to maintain integrity, and to avoid conflicts of interest and misunderstandings. Buyer agrees to not ask Seller's employees to do side-jobs for the Buyer or to otherwise hire or contract directly with Seller's employees. If Buyer violates this agreement, Buyer is solely responsible for any damages Buyer may incur, and Buyer agrees to hold Seller harmless from any damages incurred by Buyer.

**1.43 Sound Transmission.** Buyer is advised that in this Community neighboring homes are located close to one another. Therefore, Buyer should consider lot sizes and distance between Buyer's house and the neighboring ones before purchase. Houses are not sound-proof and hearing noises coming from inside or outside of a house is to be expected. Seller makes no representation or warranty as to the noise levels that may be heard from inside or outside Buyer's home.

Additionally, if Buyer's garage is beneath living space, Buyer understands that belt-driven garage door openers usually function with much less noise than the chain-driven type, therefore Buyer should keep this in mind when selecting or replacing the garage door opener.

For any type of housing, Buyer is advised that lower frequency noises carry farther than high frequency noises. For example, drum beats are much more audible between adjoining, and even distant, neighbors, than normal speech. Common sources of low frequency noise include the bass notes in music; and the running of common appliances, such as washing machines and vacuum cleaners, or machinery, such as hand tools or lawn mowers. Buyer should always use courtesy in deciding when and at what volume to conduct activities that may disturb Buyer's neighbors.

Buyer is advised that Seller is not responsible for the activities and noise levels of others in neighboring units or houses, and Seller provides no warranty, express or implied, for issues of sound transmission between any type of home from one unit to another, or for noise originating from outside any unit.

**1.44 Solar Power System.** A solar power system may be available for Buyer's home as an optional feature. Pricing and potential energy and money savings will vary based on several factors and savings are not guaranteed. Additionally, technology may change over time and Seller shall not be responsible for upgrading existing solar power systems. Buyer's lease of a solar power system will be with an independent solar power system provider (the "Provider"), not Seller. Seller shall not be responsible in any way for any representations, warranties, or statements made by the Provider or its employees or agents and Buyer acknowledges that Seller has no responsibility to independently verify

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the same. Any financing or incentives related to the solar power system are available in the sole discretion of the Provider and may vary by, or not be available in, all locations. Buyer is advised to carefully review the terms and conditions of Buyer’s lease with the Provider as well as any other agreements or literature provided by the Provider including, but not limited to, any guarantees, disclosures, warranties, or operation and maintenance guidelines. Buyer agrees that issues with Buyer’s solar power system or lease thereof shall not be the responsibility of Seller.

**2.0 Community Disclosures and Information.**

**2.1 Exterior Elevations.** Seller offers a variety of floor plans with differing exterior elevations. Seller encourages, but does not require, its buyers to choose different exterior elevations on homes that are next to each other.

**2.2 Covenants, Conditions, and Restrictions/Homeowners Association.** Buyer acknowledged receipt of the Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements of Stonecreek (the “CC&Rs”) in the Purchase Agreement. The Community is subject to the Stonecreek Estates Homeowners Association, Inc. (the “Homeowners Association”) and Buyer shall be responsible for any assessments associated therewith. The CC&Rs place restrictions on the property owners within the Community including, but not limited to, parking and vehicle restrictions, architectural and landscaping restrictions/responsibilities, and rules for trash collection. It is important that Buyer review these restrictions and be comfortable with them.

Buyer acknowledges and understands that the CC&Rs may not be enforceable by the City, County, developer or Seller. These may only be enforceable through civil action by the property owners of the Community. The developer and Seller may be exempt from many of the restrictions during the build-out of the Community.

Buyer is aware that one of the restrictions placed on the Property deals with the placement of satellite receiving devices (dishes). Federal law may limit the enforcement of this restriction in certain ways. Buyer may obtain more information concerning this law and applicable rules from the FCC by calling (888) 225-5322. Buyer may request a copy of the “Fact Sheet” in regards to the “Placement of Direct Broadcast Satellite, Multichannel Multipoint Distribution Service, and Television Broadcast Antennas”. This Fact Sheet can also be obtained through the FCC website by using the following address: <http://www.fcc.gov/cgb/consumerfacts/consumerdish.html>.

**2.3 Schools.** Information regarding the public elementary, middle and high schools serving this Community is available from the Alpine School District. Buyer may contact the district at (801) 610-8400 or on the internet at [www.alpineschools.org](http://www.alpineschools.org) for the most current information. The district offices are located at 575 North 100 East, American Fork, UT 84003. Although the following information is subject to change and not controlled by Seller, it is Seller’s understanding that as of the creation of this Disclosure Statement, the following schools serve the Community:

Greenwood Elementary (K-6)  
50 East 200 South  
American Fork, UT 84003

Principal: Matt Killpack  
(801) 610-8708  
<https://greenwood.alpineschools.org/>

American Fork Junior High (7-9)  
20 West 1120 North  
American Fork, UT 84003

Principal: Jeff Schoonover  
(801) 610-8750  
<https://afjh.alpineschools.org/>

American Fork High School (10-12)  
510 North 600 East  
American Fork, UT 84003

Principal: Dan Weishar  
(801) 610-8800  
<https://afhs.alpineschools.org/>

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Seller has made no representations, warranties, or assurances to Buyer that the Property will be included within any particular school district. Buyer is responsible for determining the availability of schools and the same are subject to change by the applicable school district.

**2.4 Utility Connection Fees; Utility Services.** Seller has paid all impact fees and building permit fees in conjunction with the construction of this home. Public utilities such as natural gas, power, water, sewer, garbage, phone, secondary water or others may charge security deposits or special connection fees. Buyer will receive a letter prior to closing with information on who to contact regarding these utilities. Some of these services are provided by quasi-governmental agencies which may assess their fees based on property values. In some cases application forms must be completed with associated application fees. Some information regarding utilities can be obtained by contacting the City directly at (801) 763-3000 or on the internet by selecting the "Utility Department" tab on the City of American Fork website at: [www.afcity.org](http://www.afcity.org).

**2.5 Dominion Energy New Premises Fee.** The new premises fee is designed to recover a portion of the increased cost of installing the new service to the home. The new owner is responsible for the payment of the new premises fee. Additional information concerning this fee may be obtained from Dominion Energy customer service.

**2.6 Surrounding Uses.** Seller may or may not own property that surrounds the Community. Zoning and usage is controlled by the City and/or County and not Seller. Because uses can change at any time, Seller can only provide information on the current status of zoning and usage as of the creation of this Disclosure Statement. Seller retains all rights to apply for and obtain zoning changes on property Seller owns or may negotiate to purchase.

Buyer is aware that special uses may exist in the area surrounding the Community, e.g., highways, railroads, city parks, airports, business parks, etc. These uses may affect Buyer's enjoyment of the home Buyer is purchasing. Buyer has knowledge or has driven the area and is satisfied that none of these uses either existing or in the future, adversely affect the buying decision. Without limiting any other provision herein, by acceptance of a deed to a lot in the Community, Buyer shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

**2.6.1 Nearby Military Installations.** There are several facilities located within or near the area surrounding the Community that are operated or utilized by the United States Military. More information regarding these facilities can be found on the internet. Seller has no control over the use, maintenance, or operations of these facilities and will not treat any nuisances arising from such as a customer service or warranty issue in any way. Seller disclaims any and all representations or warranties, express or implied, with regard to any of these facilities. Seller provides the following information to assist Buyer in gathering information in order to satisfy Buyer regarding these facilities.

- **Camp Williams** is a National Guard training site operated by the Utah National Guard.  
It is located at 17800 1700 West, Bluffdale, UT 84065.  
Phone: (801) 878-5400  
[www.ut.ngb.army.mil/campwilliams/](http://www.ut.ngb.army.mil/campwilliams/)

**2.6.2 Farm, Agricultural, and Ranching Uses.** Property surrounding the Community is used for agricultural operations including, but not limited to, growing alfalfa and cattle ranching. These properties are owned by others and may have larger lot sizes than those typical of the surrounding area. Seller has no control over the maintenance, appearance, and/or activities that take place on these properties. The Community may be subject to nuisances resulting from these operations including, but not limited to, dirt, odors, debris transported by wind, and noise. Buyer should fully investigate all issues related to farm and agricultural uses prior to signing the Purchase Agreement as any issues related thereto will not be addressed by Seller in any way.

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**2.6.3 Nearby High Voltage Power Lines.** Buyer is advised that high voltage power lines are located in close proximity to the Community including, but not limited to, the area immediately southwest of the Community. High voltage power lines may create additional noise and EMFs. Buyer is advised to review Section 1.10 of this Disclosure Statement regarding EMFs.

**2.6.4 Open Space Area.** Buyer is advised that there is an open space area located within the Community. Seller makes no guarantees as to the use and availability of this area.

**2.6.5 Water Hazards.** Buyer is advised that there is a wetlands area within the Community which contains streams and other water features. Absolutely no modifications to, or tampering with, any water features in the wetlands area is allowed as the water from these water features serves farmers and others downstream. Additionally, the American Fork River is located approximately .25 miles east of the Community. These and other water hazards including, but not limited to: canals, creeks, land drains, and detention or storm/sewer catch basins, are located near the Community and can be a hazard, especially to unsupervised children or pets. Buyer is advised to teach children about the dangers of such water hazards. Buyer is also advised not to drink and not to allow others to drink from any source of water that is not specifically meant to be a source of culinary water.

**2.6.6 Nearby Commercial, Industrial, Distribution, and Manufacturing Uses.** There are many commercial, industrial, distribution, and manufacturing uses in close proximity to the Community in all directions. Activities at these facilities may include a variety of uses which may result in increased nuisances including, but not limited to, increased noise, vibration, traffic, light, odors, or others at all times of day and night. Buyer is advised to carefully consider and investigate each of these uses prior to purchasing a home as such uses are not within the control of Seller and will not be addressed by Seller in any way.

**2.6.7 Future Residential.** Land surrounding the Community including, but not limited to, the areas south and northwest of the Community, has been approved for residential development. Seller does not own and has no control over future development of land surrounding the Community. Such land may be re-zoned in the future for other purposes. If Buyer is concerned about the future uses of land surrounding the Community, Buyer is advised to contact the City.

**2.6.8 Nearby Trail Systems.** Buyer is advised that there is a trail system within and surrounding the Community. Because of its public nature and proximity to homes along the trail, buyers of homes along the trail are advised that they may experience a reduction in privacy and an increase in traffic, noise, and other nuisances due to the traffic of pedestrians, bicyclists, joggers, skaters, etc. Appropriate safety precautions should be used whenever using trail systems.

**2.6.9 High Water Table.** The area within and surrounding the Community is subject to a high water table that may preclude Buyer from building a home with a basement. Buyer is advised to fully investigate this issue prior to signing the Purchase Agreement as issues related thereto will not be addressed by Seller.

**2.6.10 Utah Lake.** Utah Lake is located approximately .5 miles southwest of the Community. The Community's proximity to the lake may subject it to odors and other nuisances related thereto.

**2.6.11 Nearby Roadways.** The Community is located near major roadways including, but not limited to, I-15 located approximately .15 miles northeast of the Community. The Community may be subject to increased levels of noise, dust, light, and other nuisances from such roadways and the vehicles traveling thereon. Additionally, such roadways may be a danger to unsupervised pets and children. Buyer is advised to exercise caution whenever Buyer or Buyer's children, guests, or pets are near roadways. Seller hereby specifically disclaims any and all representations or warranties, express or implied, with regard to or pertaining to roads and any associated nuisances.

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**2.6.12 Future Vineyard Connector.** The Utah Department of Transportation (“UDOT”) has proposed using the area immediately southwest of the Community as part of the future Vineyard Connector which as currently proposed, would be a multi-lane limited access highway. The construction of such a multi-lane limited access highway could create significant nuisances such as noise, light, debris, dust, vibration, traffic congestion, and others at all times of day and night. Additionally, the completed multi-lane limited access highway could result in significant nuisances such as noise, light, and other nuisances associated with a major roadway at all times of day and night. For further information Buyer may contact UDOT. Buyer is advised to fully investigate all issues related to the potential future construction of the Vineyard Connector and its proximity to the Community before signing the Purchase Agreement as any current or future issues related thereto will not be addressed by Seller in any way.

**2.6.13 Nearby Airports.** Provo Airport is located approximately 8.5 miles south of the Community. The Community may be subject to increased nuisances associated with airport and air traffic activities from this and other nearby airports including, but not limited to, noise, vibration, and light at all times of day and night. Buyer acknowledges that Seller has no control over these activities and any nuisances related thereto will not be addressed by Seller in any way.

**2.6.14 Nearby Railroad/Heavy Rail Tracks.** Located immediately north and east of the Community are active railroad and heavy rail tracks. Seller has no control and makes no representation as to how the owners of the tracks, and the trains that travel thereon, may choose to control the use thereof. Buyer is advised that the use of the tracks may cause such nuisances as noise, light, vibration, and traffic congestion at all times of day and night. The tracks and the trains that use them may present a safety concern for small children and others. Buyer is advised to fully investigate any issues related to the tracks and the trains that travel thereon as the same will not be addressed by Seller in any way.

**2.6.15 Nearby Emergency Facilities.** Located approximately .75 miles northeast of the Community is a fire station. Located approximately 2 miles east of the Community is a hospital. Buyer is advised that any nuisances resulting from close proximity to these or any other nearby emergency facilities, such as noise at any time of the day and night, increased traffic, etc., are beyond Seller’s control and will not be addressed in any way by Seller.

**2.6.16 Nearby Sewer Treatment Plant.** Located approximately 1.25 miles southeast of the Community is a sewer treatment plant. This facility may subject Buyer to unpleasant odors.

**2.6.17 Nearby Religious Centers.** Several religious centers are located in close proximity to the Community including, but not limited to, the area immediately east of the Community. These religious centers may result in increased levels of traffic, light, noise, parking congestion, and other nuisances. Buyer is advised to fully investigate any issues related thereto prior to purchasing a home.

**2.6.18 Land Drain Easement Agreement.** Buyer is advised that Lots 601, 604, 605, 606, 607, 608, 609, and 610 (the “Affected Lots”) of the Stonecreek Plat ‘F’ recorded in the office of the County recorder on June 2, 2021 as Document Number 101910:2021 (the “Final Plat”) are encumbered by a Land Drain Easement Agreement recorded in the office of the County recorder on October 5, 2021 as Document Number 170793:2021 (the “Easement Agreement”). Purchasers of the Affected Lots are advised to fully inspect the information in the Easement Agreement prior to purchasing a lot within the Community, as the same will have a material impact on the use and enjoyment of the Property including, but not limited to, certain restrictions and limitations on fencing, landscaping, and other improvements that may be constructed on the Affected Lots. If Buyer has questions about the Easement Agreement or Final Plat, Buyer is advised to consult with a professional of Buyer’s choosing prior to purchasing a lot within the Community as the same will not be addressed by Seller in any way.

**2.7 Community Improvements.** Buyer acknowledges that Seller may have displayed certain features or improvements that are part of the overall Community development plan. In most cases the City/County has approved these items. During the construction of the Community, items may be changed by agreement between the developer and the City/County. Buyer acknowledges that Seller

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Stonecreek  
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cannot be held responsible for changes mandated by the City/County that affect the look, feel or overall appeal of the Community.

**2.8 Community Landscaping Plans.** If the Community has common areas, then either the Seller or the developer for the Community may be providing certain landscaping features for the common areas. In the case of master planned communities, the master developer may have control and responsibility for the landscaping in these areas. Copies of these conceptual plans may be reviewed in the sales office, or be obtained from the developer or Community center as applicable. Buyer is advised that at the time of the Buyer's purchase, the landscaping plans are only tentative and conceptual in nature. The plans are subject to change and final approval by the governing authorities (including the developer and the City or County governments). Changes required by these entities are out of Seller's control and Seller reserves the right to make any such required changes. Additionally, the conceptual plans are long-term in nature and may show the plants at a greater maturity than they will be when first installed. Seller also reserves the right to make changes in the varieties of plants displayed in the plans. Seller has provided no representations, warranties or promises to Buyer respecting landscaping or improvements that may be constructed within the Community or adjacent thereto. The depiction of structures, features, buildings, facilities or improvements on any plan, model, topographic maps, drawing or map does not constitute a representation, warranty or covenant by Seller that such structures, features, buildings or improvements will be constructed or that natural or landscaped areas will remain unchanged or undeveloped. All such matters are subject to change, and neither Seller nor any of its authorized agents, representatives, or employees, have made any representations, warranties, or promises in this regard, nor are they authorized to do so.

**2.9 Expansive Soils.** Expansive soils may be present on the Property. When expansive soils become wet, they expand somewhat and may cause damage by lifting or cracking improvements, such as masonry walls and planters, concrete slab, patio slabs and walks, pools and decking, and other concrete or masonry improvements. Extreme saturation may also weaken these soils. Expansive soils are unavoidable in many areas and are commonly encountered in the course of home construction. Home foundations and slabs constructed by the Seller have been designed in accordance with the soils engineer's recommendations based on local soils conditions. Buyer is urged to contact a professional landscape architect and soils engineer to help design landscape improvements to compensate for any expansion which may occur.

**2.10 Soil Investigation and Conditions.** Some properties may contain fill soil. Information concerning fill soil, geological conditions and soil conditions is available at the City/County building department. Seller has copies of the soils report at the corporate office, which are available for review by appointment only and shall not be removed from the corporate office. Seller's sales agents and employees are not qualified to interpret this information. If Buyer has any questions or concerns, Buyer is advised to consult a soils engineer or other professional of Buyer's choice.

**2.11 Water-Soluble Sulfate.** Water-soluble sulfate may be present on certain lots. This condition may cause corrosive damage to conventional concrete used for room addition foundations or flat work such as patios and walkways. Buyer should be certain to discuss this condition with Buyer's contractor prior to installation of any additional improvements.

**2.12 Environmental Investigations, Flood Plain Review.** The Federal Emergency Management Agency ("FEMA") prepares and maintains flood plain delineations on a set of maps called Flood Insurance Rate Maps ("FIRM"). These maps are updated and issued approximately every ten (10) years. Changes prior to updates are not distributed to the general public unless requested. The purpose of flood plain delineations is to protect the natural flood plain environment, to prevent damage to property and to protect public safety. Mortgage companies are required to determine if a property they are financing is located within a 100-year flood plain. If so, the mortgage company can require the Buyer to obtain flood insurance. More information regarding obtaining these maps or information therefrom can be obtained by visiting FEMA's website on the internet at: [www.fema.gov/](http://www.fema.gov/).

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**2.13 Property Taxes; Assessments; Special Improvement Districts; Community Facilities District.** Property taxes for this Community are assessed by the County. Property taxes may fluctuate from year to year. Seller may be required by the County to provide information regarding the sales price of the home. The County may reassess the value of the home, based on market conditions. The reassessment may affect the overall amount of property taxes due. For current tax rate information, please contact the Utah County Assessor's office at (801) 851-8295.

In some areas, special improvement districts or other agencies have the right to charge their fees through a tax assessment. The County Assessor's office can provide information regarding whether or not Buyer's Property is subject to such assessments. If so, information for these assessments may be obtained by contacting the agency assessing the fees directly.

**2.14 Mail Delivery.** The Community will be served by the United States post office located at 55 North Merchant Street, American Fork, UT 84003-9998. Currently they are delivering mail to cluster mailboxes. Cluster mailboxes may be placed as required by the postal service. Before placing individual mailboxes please contact the postal service at (801) 275-8777 for information regarding where the box should be placed.

The postal service may not deliver mail to the Community until the Community has sufficient patrons to justify adding the Community to a postal route. During this time, mail may be collected at general delivery at the post office. Please be aware that Buyer's bills and other important mail may be waiting in general delivery for pick up by Buyer. Buyer should contact the post office as soon as possible to confirm how they are handling Buyer's mail.

Buyer's address is assigned by the City/County. Please verify any address information received from Seller, the City/County or the post office with the City/County and post office. It is important that Buyer does not print checks or other personal information until Buyer has been assured that the address is correct. This is especially important on corner lots. Corner lots are usually assigned two addresses. The address used is determined by the placement of the home on the lot.

**2.15 Easements and Rights-of-Way.** A copy of the final plat of the Community pertaining to the Property can be obtained through the title company. The final plat indicates, by a dotted line, the easements that affect each lot. This final plat is current as of the date it was recorded. Buyer acknowledges that changes may have occurred since the final plat was recorded. The most current information can be obtained in the preliminary title report prepared for Buyer by the title company after entering into the Purchase Agreement. An updated report can be made available at the closing for Buyer to review.

Buyer acknowledges that certain public and private companies or agencies have a legal right to obtain easements from Seller prior to closing or from Buyer after closing. Seller does not control these actions and cannot be held responsible for them.

Buyer acknowledges that Seller cannot be held responsible for property line disputes between adjoining property owners. In the event that one property owner installs a fence incorrectly on Buyer's Property, Buyer will need to take action to correct the problem without the involvement of Seller.

Property corners will be marked by Seller or Seller's agent. Property markers removed or buried by Buyer or others are not the responsibility of Seller. Buyer acknowledges that it is possible that stakes may be moved or buried by children, neighbors or others. Said movement of stakes is not the responsibility of Seller. Mistakes made by Buyer because of relying on the stakes shall not be the responsibility of Seller. Before beginning any construction projects, Buyer is advised to hire a professional engineering company to certify property corners.

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If the property stakes are not in place at the Buyer’s Walk-Through, Buyer should list “identify property corners” on the Buyer Walk-Through inspection list. This is the only way that Seller will return after the closing to re-stake the Property.

Property corners are marked with a pin on the front curb (remember, actual property line is behind the sidewalk) and a wood stake or metal fence post at the rear or other property corners. Rear and other property corners are also marked with a piece of rebar that is set slightly below the dirt.

**2.16 Community Set Backs.** Seller’s homes are constructed in substantial compliance with all Community set back requirements. However, due to the nature of construction and environmental conditions beyond Seller’s control, variances are sometimes required. In the event that Buyer’s home is found to require a variance from strict compliance with Community set back requirements, Buyer agrees to cooperate with Seller to obtain the needed variance. For information regarding building setbacks, please refer to the requirements in the American Fork Development Code. Variances from these set back requirements may or may not be granted by the governing municipality. Seller retains the right, at its discretion, to seek and obtain such variances.

**2.17 Neighbors.** Buyer acknowledges that people from different walks of life and different backgrounds are able to purchase and visit property within the Community and surrounding area. Buyer further acknowledges that Seller has no responsibility to investigate or otherwise inquire into the personal backgrounds of its homeowners, their guests or those in the surrounding area including, but not limited to, an individual’s criminal background. In addition, Seller expressly disclaims any such responsibility. If Buyer is concerned about the residents or guests within the Community or surrounding area, Buyer is advised that some information regarding others within the Community and surrounding area may be available to Buyer through local government or other public records, including registries for convicted sex offenders. For example, the State of Utah Department of Corrections maintains a sex offender registry. The registry may be accessed via the internet at <https://corrections.utah.gov/> or Buyer may contact the Department of Corrections directly by calling (801) 545-5500. Buyer is advised that the information on the website may be dated or inaccurate and the registry may need to be contacted by phone for the most correct information. By signing the Purchase Agreement, Buyer is deemed to have fully satisfied him/herself regarding this matter.

**2.18 Neighboring Residences.** Future residential developments, including high-density housing complexes, may be planned for the area. Buyer is advised that any nuisances, such as increased pedestrian and automobile traffic, sharing of amenities, property left unmaintained or unsightly, or any others that may arise, are beyond Seller’s control and will not be addressed in any way by Seller.

**2.19 Liquefaction Potential.** According to the Utah Geologic Survey’s liquefaction map for Utah County, the Community (like much of the County) is located in a “High” liquefaction potential zone. Liquefaction is a condition that can occur when soil is shaken during an earthquake. The ground shaking from an earthquake can cause water-saturated soils to liquefy. When soil liquefies, it loses its strength and acts like a viscous liquid (such as quicksand) rather than a solid. This condition is known as liquefaction. Liquefaction can have numerous consequences such as the lateral shifting of level ground, settling, ground cracking and the sinking or tilting of structures. Further information regarding liquefaction can be found on the internet at: [geology.utah.gov/utahgeo/hazards/liquefy.htm/](http://geology.utah.gov/utahgeo/hazards/liquefy.htm/). If Buyer has questions or concerns regarding liquefaction, Buyer is advised to contact a licensed geotechnical engineer.

*[Remainder of page intentionally left blank. Acknowledgment and signatures immediately follow.]*

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**Acknowledgment.** Buyer acknowledges that Buyer has reviewed all of the above information and received a copy of this Disclosure Statement for Buyer's records. Buyer acknowledges that this information is deemed accurate but neither its accuracy nor completeness is guaranteed. Buyer accepts the responsibility to gather additional information and consult experts, as Buyer deems necessary in order to render a decision on the purchase of the Property. This Disclosure Statement was first prepared on August 28, 2018. Items may have changed since it was first prepared. This document may not include all of the items that Buyer may deem necessary. Buyer releases Seller of the responsibility for additional disclosures that might affect the Property that are not in possession of Seller. By signing the Purchase Agreement, the Buyer is deemed to have fully satisfied him/herself with all aspects of the Property and to have investigated all matters in this Disclosure Statement to his or her own satisfaction. Upon signing the Purchase Agreement, Buyer's obligation to purchase the Property is not conditional upon his or her satisfaction with the matters raised in this Disclosure Statement or with any other information available or that is later discovered.

Acknowledged this 14th day of January, 20 22.

DocuSigned by:  
Breanna Hale  
D01E7742948A412...  
Buyer

DocuSigned by:  
Jason Hale  
1FA156D2745749C...  
Buyer

Witnessed by:

DocuSigned by:  
[Signature]  
Woodside Homes Sales Staff

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Stonecreek  
Rev: 10/12/21





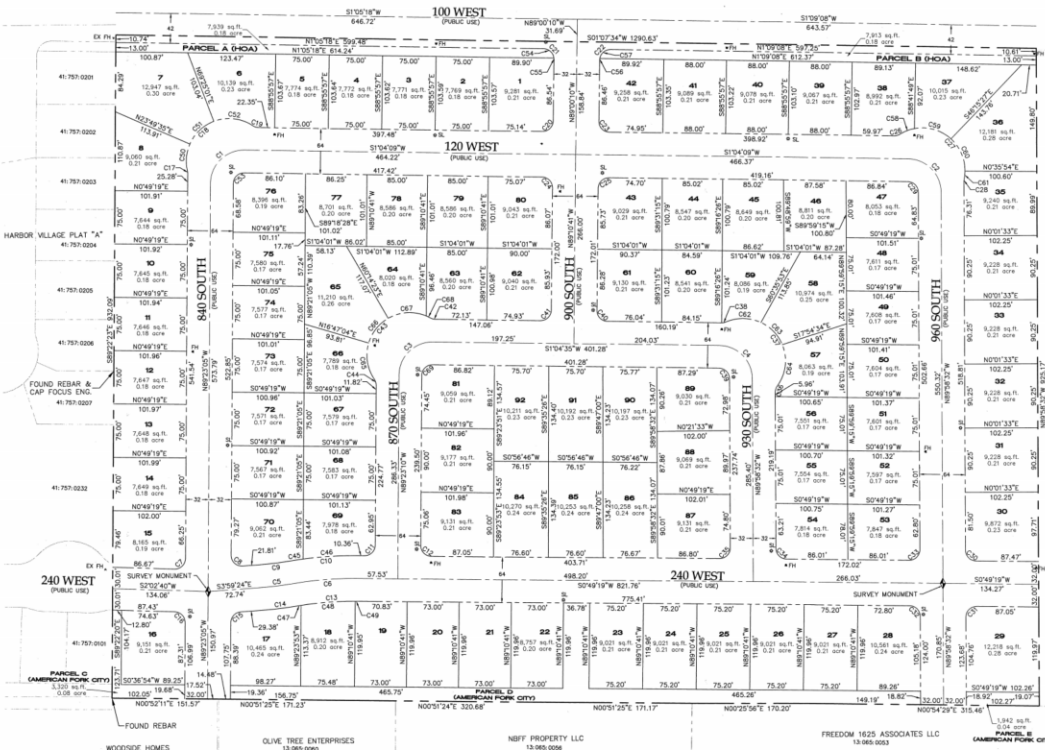


# Stonecreek Landscape Disclosure

Buyer has received a copy of the recorded CC&R's and acknowledges Article 8 "Property Usage" with specified reference to section 8.5 and 8.26 as indicated below.

8.5 Landscaping Requirements. Every Owner of a Lot within the Property shall be responsible for installing, within ninety (90) days of occupancy (weather permitting) or as soon thereafter as is reasonably practicable, and maintaining in good and attractive condition, landscaping on those portions of the Lot, which are visible from any street within the Property. All such landscaping must be completed no later than one (1) year from the date of occupancy. This landscape requirement shall include the park strip in front of a Lot, whether or not within the public right of way.

8.26 Trees. Each Owner of a Lot shall be required to install the number of tree(s) as may be required by the Association's Rules or the Design Guidelines, including, whether or not required in the Rules or Design Guidelines, at least one tree in the park strip on each side of the Lot adjoining a public street. All trees installed in the park strip area shall be of the following varieties: Washington Hawthorn, Flowering Crabapple, Canada Red Chokecherry, Capital Pear, Amur Maple, or Pacific Sunset Maple. Each Owner shall be responsible for the continued maintenance of such tree(s) on such Owner's Lot or the adjoining park strip and shall promptly repair or replace any damaged or destroyed tree(s).



DocuSigned by:  
*Brianna Hale*  
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Buyer Signature  
1/17/2022  
Date

DocuSigned by:  
*Jason Hale*  
15A15602745749C  
Buyer Signature  
1/17/2022  
Date