

SUBDIVISION PURCHASE & PARTICIPATION DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

The Stadium

17300 Goodson Rd. Caldwell, Idaho

IMPORTANT LEGAL NOTICE

This document constitutes a binding disclosure and acknowledgment agreement. All parties — including buyers, buyer representatives, builders, and outside agents — must read, understand, and sign this agreement prior to submitting any offer, executing any purchase contract, or commencing any construction within this subdivision. By signing below, each party acknowledges receipt of this disclosure and agrees to be bound by its terms. This agreement does not limit any rights protected under the Fair Housing Act, the Sherman Antitrust Act, or applicable Idaho law.

Today's Date: _____ ADDRESS: _____

SECTION 1 — IDENTIFICATION OF PARTIES

This agreement is entered into by and between the following parties (check all that apply):

☐ Buyer / Lot Purchaser ☐ Buyer's Representative (Licensed Agent) ☐ Builder / General Contractor ☐ Outside Real Estate Agent

Full Legal Name(s): _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Idaho Real Estate License No. (if applicable): _____

Builder's Contractor License No. (if applicable): _____

SECTION 2 — EXCLUSIVE LISTING AND SALES AGENT

The Developer of this subdivision has designated an Exclusive Listing Agent ("Sales Agent") and their affiliated brokerage ("Sales Brokerage") as the sole authorized listing agent for all lots and homes within this subdivision. This designation is at the Developer's sole discretion and does not constitute a tying arrangement, price-fixing, or market allocation in violation of the Sherman Antitrust Act. The exclusive arrangement exists because the Sales Agent and Sales Brokerage hold a unique, proprietary relationship with the Developer that is not available through any other source.

Sales Brokerage Name: Mountain Realty LLC

Primary Sales Agent Name: Clint Walker

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The following restrictions apply to all parties participating in any transaction within this subdivision:

- **2.1** No party — including builders, outside agents, or family members of builders — may list, market, or offer for sale any lot or completed home within this subdivision other than through the Sales Brokerage, except as expressly permitted in Section 2.2 below.
- **2.2** Outside Buyer's Agent — Permitted Scenario: A licensed real estate agent representing a buyer may participate in a transaction provided that: (a) the outside agent represents only the buyer; (b) the builder or buyer compensates the outside agent directly; and (c) the builder agrees in writing to pay the Sales Brokerage a commission of no less than three percent (3%) of the total sales price, to be structured within the builder's cost analysis and disclosed to the buyer.
- **2.3** Any commission arrangement with an outside buyer's agent is solely between that agent, their client, and/or the builder. The Sales Brokerage assumes no liability for compensation to outside agents.
- **2.4** No builder may bring an outside listing agent into this subdivision for the purpose of listing, re-listing, or marketing any property. Violation of this provision is grounds for removal from the approved builder list.

SECTION 3 — BUILDER PARTICIPATION REQUIREMENTS

Any builder or general contractor wishing to purchase a lot or construct a home within this subdivision must satisfy the following requirements prior to purchase:

- **3.1** Builder Approval: All builders not previously approved by the Developer must complete and submit a Builder Approval Application (Form 2) prior to entering into any purchase agreement. Approval is granted at the Developer's sole discretion based on demonstrated experience, quality of work, and design compatibility with subdivision standards.
- **3.2** Commencement of Construction: All builders and lot purchasers must commence vertical construction within twelve (12) months of the recorded closing date of the lot purchase. Failure to commence within this period is a material breach of this agreement. Extensions may be requested using the Build Timeline Extension Request Form (Form 3), subject to Developer approval.
- **3.3** Prohibition on Lot Resale Without Approval: No lot purchaser or builder may sell, transfer, assign, or otherwise convey any interest in an unconstructed lot without prior written consent of the Developer. The Developer reserves this right to protect subdivision lot values and prevent speculative flipping or distress sales that could negatively affect market pricing. Requests are reviewed on a case-by-case basis and are not guaranteed approval.
- **3.4** Buyer-as-Builder: Any individual purchasing a lot with the intent to self-build or act as their own general contractor must complete the Builder Approval Application and satisfy all requirements of this Section.
- **3.5** CC&Rs and Architectural Review Committee: This subdivision is subject to recorded Covenants, Conditions & Restrictions (CC&Rs) and an Architectural Review Committee (ARC). All buyers, builders, and agents are responsible for obtaining and reviewing a copy of the CC&Rs from the title company or the Sales Agent prior to closing. Compliance with the CC&Rs and ARC standards is mandatory.

SECTION 4 — SPLIT-CLOSE / LOT-THEN-BUILD FINANCING SCENARIOS

In circumstances where a buyer purchases a lot separately and then contracts with a builder to construct the home, the following terms apply:

- **4.1** The buyer who purchased the lot remains subject to all terms of this agreement, including the twelve (12) month build commencement requirement and the prohibition on lot resale without Developer consent.
- **4.2** The commission obligation to the Sales Brokerage (minimum 3%) in a lot-then-build scenario is the responsibility of the builder, not the lot-purchasing buyer, and shall be structured into the builder's construction contract.
- **4.3** The lot purchaser bears no direct financial liability to the Sales Brokerage for builder commissions, provided the builder has executed and complied with a separate commission agreement with the Sales Brokerage.

SECTION 5 — FAIR HOUSING AND NON-DISCRIMINATION

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Nothing in this agreement shall be construed to discriminate against any person on the basis of race, color, religion, national origin, sex, familial status, disability, or any other class protected under the federal Fair Housing Act (42 U.S.C. § 3601 et seq.) or the Idaho Human Rights Act (Idaho Code § 67-5909). Builder approval criteria are applied uniformly to all applicants without regard to any protected class. All commission and participation requirements apply equally to all participants regardless of protected status.

SECTION 6 — ANTITRUST ACKNOWLEDGMENT

The parties acknowledge that the exclusive listing arrangement described in this agreement arises from a unique contractual relationship between the Developer and the Sales Brokerage, and is not the result of any agreement between competing brokers or agents to restrain trade, fix commissions, allocate markets, or otherwise violate the Sherman Antitrust Act (15 U.S.C. § 1 et seq.) or the Federal Trade Commission Act. The three percent (3%) commission requirement is a Developer-imposed condition of sale, not an inter-broker price-fixing agreement.

SECTION 7 — GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any disputes arising out of or relating to this agreement shall be resolved in the appropriate court of competent jurisdiction in Ada County or Canyon County, Idaho, as applicable. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 8 — PREVIOUSLY EXISTING TRANSACTIONS

Lots or homes purchased, contracted, or constructed prior to the effective date of this agreement, and for which the Developer provided prior written authorization, are not subject to the terms of this agreement. All new transactions from the effective date forward are subject to these terms in their entirety.

SECTION 9 — RESALE OF COMPLETED HOMES BY OWNER-OCCUPANTS

This agreement governs the initial purchase of lots, the construction of homes, and the first sale of newly constructed homes within this subdivision. Nothing in this agreement shall be construed to restrict or govern the future resale of a completed home by an owner-occupant who purchased the home through a transaction subject to this agreement.

For the avoidance of doubt: once a home has been constructed, closed, and occupied as a primary or secondary residence, the owner-occupant retains full and unrestricted rights to sell that property through any licensed real estate agent or brokerage of their choosing. The exclusive listing provisions of Section 2 do not apply to owner-occupant resales. Any attempt to enforce the exclusive listing requirement against an owner-occupant resale would constitute an unlawful restraint on alienation under Idaho property law and may implicate federal antitrust prohibitions.

This carve-out applies solely to owner-occupants selling a completed, previously occupied home. It does not apply to builders, developers, or investors reselling an unconstructed lot or a newly completed home that has not been owner-occupied, which remain subject to the terms of this agreement.

SECTION 10 — ACKNOWLEDGMENT AND SIGNATURES

By signing below, each party confirms they have read, understood, and agree to be bound by the terms of this Disclosure and Acknowledgment Agreement. Execution of this agreement is a condition of participation in any transaction within this subdivision.

Buyer / Lot Purchaser:

Signature

Printed Name

Date

Co-Buyer (if applicable):

Signature

Printed Name

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Date

Buyer's Representative / Agent (include License No.):

Signature

Printed Name

Date

Builder / General Contractor (include License No.):

Signature

Printed Name

Date

Sales Agent — Sales Brokerage Representative:

Signature

Printed Name

Date

Developer Authorized Representative:

Signature

Printed Name

Date
