

ADDENDUM TO SALES AGREEMENT

In reference to the Sales Agreement between _____, the Buyer, and Highpoint Vista, LLC., the Seller, and dated _____, covering the real estate property commonly known as: _____, (the "Lot"), the undersigned Buyer and Seller hereby agree and acknowledge the following:

1. Architectural Guidelines and Covenants. Buyer acknowledges that the Lot is subject to certain "Architectural Guidelines for Highpoint Estates" (the "Architectural Guidelines") and to the "Covenants, Conditions and Restrictions of Highpoint Estates" (the "Covenants"), both of which have been recorded against the Lot. Buyer agrees to comply with the Architectural Guidelines and Covenants for all improvements constructed on the Lot and any modifications thereto, and acknowledges that Buyer is in receipt of and has reviewed the Architectural Guidelines and Covenants prior to the execution of this Agreement.

2. Oil Lease Agreements. Buyer acknowledges the existence of oil lease agreements on certain parcels of property abutting the northern part of HighPointe Estates and identified as Oil and Gas Operation Areas on the Final Plat for Highpointe Subdivision, Windsor, Colorado, recorded in the Larimer County Clerk and Recorder's Office on October 31, 2005 at Reception No. 20050092192. Buyer acknowledges that Buyer is not purchasing and will not own any rights in the oil, gas and mineral estate in and to the property comprising Buyer's Lot or the Oil and Gas Operation Areas. Buyer acknowledges that there may be ongoing oil and gas operations and production as well as additional wells drilled and oil and gas production facilities constructed and installed within the Oil and Gas Operation Areas. Buyer further acknowledges that heavy equipment will be used by oil companies from time to time for oil and gas drilling and production operations and that such operations may be conducted on a 24-hour basis. Buyer acknowledges that Buyer's lot will be subject to and burdened by all of the covenants and waivers made by the surface owner in that certain Surface Use Agreement, dated and supplemented via Letter Agreement on May 19, 2004, and recorded in the Larimer County Clerk and Recorder's Office on June 3, 2004, at Reception No. 20040053959, including, but not limited to those covenants and waivers (i) prohibiting the location of any building, structure, or other improvement within the Oil and Gas Operation Areas; (ii) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the property consistent with the Surface Use Agreement; and (iii) waiving objections to the setback requirements under the rules of the Colorado Oil and Gas Conservation Commission or any local jurisdiction. Buyer warrants and agrees that Buyer shall not commence any legal action against Highpoint Vista, L.L.C., the Developer of HighPointe Estates, as a result of any oil and gas operations and production that may occur as well any wells drilled and oil and gas production facilities constructed and installed within the Oil and Gas Operation Areas.

3. Adverse Conditions.

(a) Hazardous Substances. Buyer hereby acknowledges that Developer has no knowledge of, nor has it investigated or made any determination with respect to, the existence or nonexistence of toxic or hazardous substances, or gases in, on, or about the Lot, or for the presence of underground storage tanks. Buyer acknowledges that if such matters are of concern to Buyer, Buyer has undertaken an independent investigation thereof prior to entering into the above referenced Sales Agreement. Developer shall not be held responsible or liable in any way for any such conditions which may exist on the Lot.

(b) Radon. Buyer acknowledges that Developer has not tested for the presence of, and makes no representations or warranties with regard to, the presence or absence of radon-producing materials on any Lot. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the county public health unit.

4. Subdivision Improvements. Buyer acknowledges and recognizes that inasmuch as Buyer may be purchasing the Lot prior to completion of the infrastructure in HighPointe Estates, there may be certain inconveniences until construction is completed, and Buyer waives all claims with respect thereto.

5. Utility Connections. Seller acknowledges that Seller is obligated to provide stub-out connections for the Lot to permit the dwelling on the Lot to be connected to central water and sewer facilities, natural gas facilities, and electricity facilities serving HighPointe Estates.

6. Highpointe Vista Metropolitan Districts Nos. 1-2. Buyer acknowledges that the Highpointe Vista Metropolitan Districts Nos. 1 and 2 (the "Districts") were formed by order of the District Court for Larimer County, Colorado, and after approval of the eligible electors of the District at a regular held election on November 1, 2005, for the purpose of assisting in the construction and financing of certain enhancements to the standard public infrastructure, including streets and other roadway enhancements, safety protection, park and recreation enhancements, and other improvements within the development of HighPointe Estates. Furthermore, Buyer acknowledges that the organization of the Districts results in a property tax obligation to Buyer, which tax shall be used to fund the construction and operations and maintenance of the enhancements provided by the District. Buyer's annual property tax obligation shall not exceed thirty-five (35) mills pursuant to the District's Consolidated Service Plan approved by the Town of Windsor (the "Town") Town Board on September 12, 2005, which may be amended upon Town Board approval.

7. Fees. Buyer acknowledges and agrees that Buyer's Lot may be subject to the following fees and that Buyer shall pay such fees as applicable:

a. Development Fee. Developer has imposed a one-time Development Fee on each residential lot in Highpointe Estates in the amount of Two Thousand Dollars (\$2,000.00) per lot. Developer shall pay one-half of the Development Fee imposed on the Lot and the initial buyer of the Lot shall pay the remaining one-half of the Development Fee at closing.

b. School Tax Fee. Developer paid a one-time school tax fee, for the Thompson R2-J School District, on each residential lot in HighPointe Estates in the amount of Eight Hundred Dollars (\$800.00) per lot, which fee shall be reimbursed to Developer by the initial buyer of the Lot at closing.

c. Pool Fee. Buyer acknowledges that the Districts established an annual pool fee in the amount of Two Hundred Fifty Dollars (\$250.00) per year, which Pool Fee shall be inflated at three percent (3%) per year and may be further adjusted from time to time via Resolution by the Districts, for owners of residential property located within the boundaries of Highpointe Vista Metropolitan District No. 2 who desire to use the pool located in Highpointe Estates. If Buyer desires to use the pool in HighPointe Estates, Buyer agrees to pay the Pool Fee, in accordance with the provisions set forth in the Districts' Resolution approved by the Districts' Board of Directors on July 12, 2007, and recorded in the Larimer County Clerk and Recorder's Office on August 2, 2007 at Reception No. 20070059092.

d. Weed Control and Snow Removal. Buyer acknowledges that, as described in the Covenants, the District will maintain the weeds (cut and, if necessary, spray) on all vacant lots in HighPointe Estates. The District will bill each lot owner for this maintenance. If necessary, snow will be removed on the sidewalks adjacent to vacant lots and the District will bill the lot owner for the snow removal.

Buyer:

_____ Date: _____
_____ Date: _____

Seller:

Highpoint Vista, LLC

By: _____ Date: _____