

**CONTRACT FOR SALE AND PURCHASE
VACANT LOT**

Lake Ridge Estates

This ***Contract for Sale and Purchase*** ("Contract") is made and entered into between Lake Ridge Estates Development, LLC, a Florida Limited Liability Company, whose address is 2989 Bay Villas Court, Destin, Florida 32550 hereinafter referred to as "Seller", and _____ hereinafter referred to as "Buyer", having an address of _____; a telephone number of _____; a fax number of _____; and a Social Security or Federal ID Number of _____.

1. **THE PROPERTY.** Subject to the Seller contingencies set forth below, the Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the following-described real property ("Property") located in Okaloosa County, Florida, to wit:

Lot ____, Lake Ridge Estates Subdivision, **TO BE RECORDED** in the public records of Okaloosa County, Florida

2. **PURCHASE PRICE AND TERMS OF PAYMENT.** Buyer agrees to pay to Seller, and Seller agrees to accept from the Buyer as the purchase price for the Property, the following purchase price payable as follows:

- A. Earnest Money Deposit ("Deposit") paid upon execution of this Contract \$ _____
- B. Balance due at Closing (subject to increase or decrease by virtue of pro-rations, maintenance fees and closing costs) to be paid by way of cashier's check or bank wire at the time of closing \$ _____
- C. Total Purchase Price: \$ _____

3. **DEPOSIT.** The Deposit may be made by personal check (subject to clearance), cashier's check, bank wire, or in cash. All payments must be made in United States funds and all checks must be payable on a bank located in the continental United States. All checks shall be payable to ***Clark, Partington, Hart, Escrow Agent***. Bank wires shall be made to the Escrow Agent's account with wiring instructions furnished upon request. The Deposit will be held by the Escrow Agent in a non-interest bearing account in a bank located in Okaloosa or Walton County, Florida, and will be disbursed in accordance with the terms of this Contract. Assuming no default, the Deposit will be disbursed by the Escrow Agent as a credit to the Buyer at closing. The Escrow Agent is a Florida law firm whose address is 34990 Emerald Coast Parkway, Suite 301, Destin, FL 32541 (Phone: 850-650-3304; Fax 850-650-3305). The Escrow Agent shall provide a written receipt to Buyer for the Deposit received.

4. **RESTRICTIONS.** In order to enhance the aesthetic and market value of the property, Seller will record a Declaration of Covenants, Conditions and Restrictions, hereinafter the "Declaration", affecting all lots in Lake Ridge Estates Subdivision. The Buyer acknowledges receipt of the proposed Declaration and agrees that the Seller has the right to make modifications to the Declaration prior to recording provided that said modifications do not materially affect use of the lot by the Buyer.

5. SELLER CONTINGENCIES.

A. The Land has not been subdivided as required by the State of Florida and Okaloosa County. The Seller's obligations hereunder are conditioned upon the approval of the proposed plat by all necessary governmental bodies and the recording of the approved plat in the public records of Okaloosa County, Florida.

B. If this contingency is not satisfied by May 26, 2006, either Buyer or Seller may terminate this Contract by providing written notice to the other party. Upon receipt of such notice, this Contract shall be deemed terminated and of no further force and effect and both parties shall be released and relieved of any liability or obligations hereunder, and the Deposit shall be returned to Buyer.

6. CLOSING DATE. Closing shall occur on or before 60 days from the Effective Date of this Contract at the office of Clark, Partington, Hart, Larry, Bond & Stackhouse ("Closing Agent"), 34990 Emerald Coast Parkway, Suite 301, Destin, Florida 32541 or such other place as designated by Seller. IF BUYER FAILS TO CLOSE AS REQUIRED BY THIS PARAGRAPH, BUYER WILL BE IN DEFAULT UNDER THIS CONTRACT. If Seller should agree in writing to a delay of closing at the request of Buyer (which Seller is not obligated to do), Buyer will pay to Seller at the closing (or in advance if so required by Seller) a late closing charge equal to eighteen percent (18%) per annum on the total purchase price of the property, computed from and including the originally scheduled closing date through the day of and including the actual closing date.

7. CLOSING COSTS. The Seller shall pay the cost of recording the deed, the premium for an Owner's Title Insurance Policy in the amount of the Purchase Price through an agent designated by the Seller, and the real estate commission payable on the sale.

The Buyer shall pay the documentary stamps required on the deed; the cost of a survey if a survey is required by the Buyer; and all costs pertaining to any mortgage loan obtained by Buyer, including a charge of \$350.00 by the Closing Agent to issue a mortgagee title insurance policy to Buyer's lender and close the loan on behalf of the lender and the premiums for any endorsements to the mortgagee policy required by Buyer's lenders. Notwithstanding the foregoing, the Buyer understands and agrees that the Buyer's obligations hereunder are not conditioned upon the Buyer obtaining financing.

Ad valorem taxes will be pro-rated to the date of Closing.

8. CONVEYANCE AND EVIDENCE OF TITLE/ARCHITECTURAL CONTROL.

A. On the Closing Date, Seller shall convey to Buyer good and marketable fee simple title to the Property by *statutory warranty deed*. In connection therewith, Seller shall provide to Buyer, at or promptly after Closing, an owner's title insurance policy in the standard form utilized in Northwest Florida insuring fee title to the property in the name of the Buyer and in the amount of the Purchase Price. For the purposes hereof "good and marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (hereinafter defined), and (ii) insurable by Attorneys' Title Insurance Fund, Inc., First American Title Insurance Company, Chicago Title Insurance Company, or such other title insurance company as is reasonably acceptable to Buyer under the standard form of an owner's policy of the title insurance issued in Northwest Florida, subject only to the standard exceptions printed therein and the Permitted Exceptions. For the purposes hereof "Permitted Exceptions" shall mean the following, none of which shall interfere with the owner's use of the property as a single family residential lot: (i) zoning ordinances and governmental restrictions; (ii) restrictions, easements, plats, setback lines, and necessary utility easements of record

affecting the Subdivision; (iii) ad valorem taxes and other governmental assessments for the year of sale and subsequent years, (iv) the standard exceptions and exclusions from coverage contained in the form of title insurance policy set forth above, and (v) the Declaration of Covenants, Conditions and Restrictions (including Architectural Control) for the subdivision.

B. In the event Seller is unable to convey title to the Property at Closing as provided in this Paragraph 8, for a reason other than Seller's willful non-performance under this Contract, then Seller, although not obligated to cure any title objection or defect, shall have a reasonable time of not less than thirty (30) days nor more than ninety (90) days to cure any valid or objections or defect in title of which Buyer advises Seller, with the Closing Date to be extended, if necessary, to afford such time. If Seller does not satisfy any valid objection or defect in title within the time provided, then, at the option of Buyer, on or before the Closing Date as so extended, Buyer may elect, at Buyer's sole and exclusive right and remedy hereunder, at law or in equity, to either (i) terminate this Contract by giving written notice thereof to Seller, whereupon the Deposit, and interest earned thereon, if any, shall be refunded to Buyer and this Contract shall become null and void and no party shall have any further rights, duties, obligations or liabilities hereunder, or (ii) consummate the purchase and sale of the Property contemplated hereby on the Closing Date subject to any such defect or objection, without reduction of the Purchase Price and with no claim against Seller on account of such defect or objection. In the event of Seller's willful non-performance, Buyer shall have the rights and remedies described in Paragraph 9 of this Contract.

9. **SUBDIVISION IMPROVEMENTS/CLOSING/POSSESSION.** The Subdivision improvements to be installed by the Developer include extension of telephone, cable, electricity, central sewer and water lines to the boundary of the Lot (water and sewer tap fees for each lot to be paid by the Developer) and construction of a swimming pool and pool house in the Common Area all as set forth in the engineering plans for the subdivision which are available for inspection by the Buyers. Notwithstanding water and sewer tap fees, which are to be paid by the Developer, Buyer shall, at Buyer's expense, extend such utility services to serve the dwelling to be constructed on the Lot and shall further be responsible for any connection fees, utility deposits or interior service fees charged by any service providers, but Buyer shall not be responsible for impact fees or similar development expenses related to the installation of infrastructure by the Developer. Pursuant to Walton County requirements, the Developer has posted or will post a bond or letter of credit with Walton County to insure completion of the subdivision improvements. Closing is required upon notice as set forth above in this First Addendum after the plat for the subdivision is approved by the county and recorded in the public records of Walton County which may be prior to completion of the subdivision improvements. Possession of the Lot will be given to Buyer upon completion of the subdivision improvements. The parties hereto recognize that there shall be landscape preservation areas, setbacks and buffers designated within each lot in the subdivision which may not be built upon or improved and which will impact the footprint of any structure constructed within said lot.

10. **PROPERTY TAX DISCLOSURE SUMMARY.** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

11. **ASSOCIATION DISCLOSURE SUMMARY.** IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS READ THE DISCLOSURE SUMMARY REQUIRED BY 720.401 FLORIDA STATUTES.

12. **DEFAULT.**

A. If Buyer fails to perform this Contract within the time specified, including payment of the Deposits, the Deposit paid by Buyer and any additional Deposit agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims: whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may exercise all equitable remedies, including, but not limited to specific performance to enforce Seller's rights under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach.

B. In the event of Buyer's default and election by the Seller to receive the escrowed funds together with interest earned, if any, as liquidated damages, Buyer unconditionally and irrevocably instructs Escrow Agent to disburse to the Seller any escrowed funds together with any interest earned which shall constitute the agreed upon liquidated damages for such default and Buyer shall hold harmless the Escrow Agent from so disbursing the funds to Seller.

13. **SALES COMMISSIONS.** Seller will pay all sales commissions due Brokers named in this Contract. By signing this Contract, Buyer is representing and warranting to Seller that, except as noted in this Contract, Buyer has not consulted or dealt with any other broker, salesperson, agent or finder and that Buyer will indemnify and hold Seller harmless for and from any such person or company claiming otherwise, including commissions, attorneys' fees and court costs. This Paragraph shall survive closing.

14. **ASSIGNMENT.** This Contract may not be assigned by Buyer unless such assignment is approved in writing by Seller, in Seller's sole and absolute discretion, and then only upon such terms and conditions as may be established by Seller including, but not limited to, the right to charge an assignment fee. Any assignment or transfer of Buyer's rights and interests hereunder not so approved by Seller shall be deemed to be a default of Buyer under this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns. Any assignment permitted by Buyer under this Paragraph 11 shall not relieve Buyer of any of Buyer's duties and obligations under this Contract.

15. **CONSTRUCTION OF CONTRACT.** This Contract shall be construed and enforced in accordance of the laws of the State of Florida. The date this Contract is executed by Seller shall be deemed to be the date of this Contract for all purposes. If any term, covenant or condition of this Contract shall, to any extent, be invalid or unenforceable for any reason whatsoever, the remainder of this Contract shall not be affected thereby, and each term, covenant, and condition hereof shall be valid and enforceable to the fullest extent permitted by law. The captions and headings throughout this Contract are for the convenience of

reference only and the words contained herein shall in no way be deemed to define, limit, or modify the interpretation or meaning of any provision of this Contract. No failure by either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no customary practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's rights to demand exact compliance with the terms hereof. **Time is of the essence of this Contract.**

16. **ENTIRE CONTRACT.** This Contract supersedes all prior discussions and contracts between Seller, Buyer, Broker and Cooperating Broker, if any, with respect to the purchase and sale of Property and all other matters contained herein. This Contract contains the sole and entire understanding between such parties with respect to the subject matter hereof, and any oral representations, promises, or inducements heretofore or hereafter made by any party which are not included in this Contract shall not be binding upon such party. This Contract shall not be modified or amended except by an instrument, in writing, executed by or on behalf of Seller and Buyer, and if any such modification or amendment alters the amount of or method of calculation of the commission payable hereunder, such instrument shall also be executed by Broker and Cooperating Broker, if any.

17. **NOTICES.** Whenever any notice is required or permitted hereunder, such notice shall be delivered in person, by registered mail, or certified mail (return-receipt requested-postage prepaid), to the party to whom notice is to be given at the address set forth in the beginning of this Contract. Any notice required or permitted hereunder shall be deemed to have been duly given upon delivery in person or on the third day after the postmarked date of such notice when mailed by registered or certified mail.

18. **SELLER'S RIGHT TO ASSIGN.** Any and all of Seller's rights and interests in, to and under this Contract shall be freely assignable by Seller.

19. **ATTORNEY'S FEES.** In any suit or other proceeding brought by either Buyer or Seller arising out of this Contract, the prevailing party will be entitled to recover attorneys' fees, costs and expenses actually incurred by the prevailing party in such suit or proceeding or in any appeal.

20. **RESPA DISCLOSURE.** If this purchase will be made with the assistance of a federally related mortgage loan, Buyer acknowledges that Seller has not directly or indirectly required Buyer, as a condition to selling the Property, to purchase title insurance from any particular title company.

21. **EFFECTIVE DATE.** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer.

22. **ADDITIONAL PROVISIONS.** _____

NOTE: BEFORE BUYER SIGNS THIS CONTRACT, BUYER SHOULD READ IT CAREFULLY AND IS FREE TO CONSULT AN ATTORNEY OF BUYER'S CHOICE.

IN WITNESS WHEREOF, the Buyer(s) have hereunto executed this Contract for Sale and Purchase on this ____ day of _____, 2005.

WITNESSES: (2 requested but not required)

Print Name: _____

Print Name: _____

BUYER:

Print Name: _____
Social Security Number: _____

Print Name: _____
Social Security Number: _____

WITNESSES: (2 requested but not required)

Print Name: _____

Print Name: _____

SELLER:

**Lake Ridge Estates Development, LLC,
a Florida limited liability company**

By: _____
Print Name: _____
Its: _____

[CORPORATE SEAL]

Date Executed by Seller: _____

SELLING AGENCY: _____
SALES AGENT: _____
COMMISSION: _____

DISCLOSURE SUMMARY
REQUIRED BY FLORIDA STATUTES 689.26
FOR

LAKE RIDGE ESTATES

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTY IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
4. YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.
5. OTHER THAN PAYMENT OF ASSESSMENTS TO THE ASSOCIATION, THERE IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNER'S ASSOCIATION.
6. THE RESTRICTIVE COVENANTS CANNOT BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP EXCEPT IN CERTAIN SITUATIONS AS SET FORTH IN THE RESTRICTIVE COVENANTS.
7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND THE DOCUMENTS GOVERNING THE ASSOCIATION.
8. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKE RIDGE ESTATES SUBDIVISION WILL BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY AND A COPY MAY BE OBTAINED FROM THE RECORD OFFICE IN OKALOOSA COUNTY.

PURCHASER(S):

Print Name: _____

Print Name: _____

Date: _____