

**AGREEMENT FOR SALE AND PURCHASE
OF TOWNHOME RESIDENCE
AT CASA DEL SOL**

THIS AGREEMENT made and entered into this ____ day of _____, 2004, by and between CASA DEL SOL OF TEQUESTA, L.L.C., a Florida limited liability company (Seller), C/O Sundown Development & Realty, 658 W. Indiantown Road, Suite 211, Jupiter, FL 33458 (561-743-4420), and

Purchaser(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Broker (If other than Sundown Development & Realty) _____

Closing Date (Estimated, if there is no Certificate of Occupancy for the Residence at time of execution of this Agreement): _____. Subject to Paragraph 4 hereof.

1. AGREEMENT TO PURCHASE

Seller agrees to sell and Purchaser agrees to buy the townhome residence (“Residence”), described as UNIT: _____, BUILDING: _____ (“Property”) which shall be constructed by or has been constructed by or is in the process of being constructed by Seller as shown on, and in accordance with attached Exhibit A, with the amenities and other items set forth on Exhibit B:

2. PURCHASE PRICE AND TERMS OF PAYMENT

A. Total Purchase Price \$ _____

Reservation Deposit \$ _____

Initial Deposit made herewith in the amount of
Ten Percent (10%) of the Total Purchase Price
(but said Initial Deposit shall be reduced by the amount of
the Reservation Deposit). \$ _____

Additional Deposit in the amount of
Ten Percent (10%) of the Total
Purchase Price (to be paid within ten (10)
days following written notice to Purchaser
that the slab has been poured for the building. \$ _____

5. INSPECTION:

Prior to closing, the Residence shall be examined by Purchaser. Purchaser agrees that after inspection of the Residence with a representative of Seller, not less than one (1) but not more than ten (10) days prior to closing, the parties shall prepare a list ("Punchlist") setting forth items, if any, to be corrected by Seller prior to or, at Seller's election, after closing unless Purchaser waives any or all items noted on the inspection. Seller shall only be obligated to correct any items which do not meet the standards of construction prevailing in Palm Beach County, Florida. Purchaser's failure to make such an inspection shall be deemed an acknowledgment by Purchaser that there exist no items to be corrected. Purchaser shall accept title without abatement in or credit against the Total Purchase Price or provision for escrow, notwithstanding that construction of minor details of the improvements have not been completed.

6. CLOSING:

a. If the Residence has not been completed at the time of execution of this Agreement, the Closing shall occur no later than ten (10) days from the date Seller gives written notice to Purchaser that the subject Residence is substantially complete. For purposes of this Agreement, the issuance of a Certificate of Occupancy shall constitute irrefutable and conclusive evidence of substantial completion.

b. The closing shall take place at such location as designated by Seller.

c. Purchaser agrees to pay a charge equal to one and one-half percent (1.5%) of the Total Purchase Price described in paragraph 2 above that will be assessed at closing, as an additional fee to Seller unrelated to closing costs.

d. Purchaser shall pay Purchaser's prorata share of the (quarterly) maintenance assessment charged by the CASA DEL SOL AT TEQUESTA HOMEOWNERS ASSOCIATION, INC. for the (month/quarter) in which the closing takes place. Further, Purchaser shall also pay at closing an amount equal to one (1) (quarter's) maintenance assessment in the form of a working capital contribution to the CASA DEL SOL AT TEQUESTA HOMEOWNERS ASSOCIATION, INC.

e. Closing shall include the requirement that Purchaser make payment in full of the balance of funds due as shown on the closing statement prepared by Seller or Seller's agents, and shall include the execution by Purchaser of all necessary documents. The payment of the balance of funds shall be in the form of a cashier's or attorneys' trust account check drawn on a Palm Beach County, Florida bank or savings and loan that is federally insured or wire transfer into and received by the account of Seller's closing agent.

f. Purchaser shall be charged interest at the maximum rate allowed by Florida usury laws on the Total Purchase Price, less Deposits received by Seller, for the period of any delay in closing caused by Purchaser. This shall not, however, preclude recourse by Seller to any other remedies provided herein for failure of Purchase to close on the date set forth herein, and further provide that amounts to be prorated, pursuant to this Agreement, shall be prorated as of the

closing date, set forth herein, regardless of any delay in closing caused by Purchaser and there shall be a charge of TWO HUNDRED (\$200.00) DOLLARS for reparation of the closing documents.

7. DELAYS IN CONSTRUCTION:

In the event progress of the Residence is delayed at any time by events that would be sufficient to support a defense under Florida law based upon impossibility of performance for reasons beyond the Seller's control (including, but not limited to, acts of God, flood, hurricane, unavailability of labor or materials, strikes, war or declaration of national emergency), the time of completion of the Residence may be extended by Seller for a period equivalent to the time lost by reason of any or all of such events.

In the event such work stoppage continues for a period of thirty (30) days, Seller shall, at its option, have the right to discontinue construction of the Residence and terminate this agreement in which event all monies paid hereunder by Purchaser shall be returned in full and neither party shall have any further duties or obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, unless prevented by an act of God, casualty, or operation of law, the Seller agrees to complete the Residence within a period of two years from the date hereof. The purpose of the previous sentence is to comply with certain state and federal land sales exemptions, and this Agreement shall be interpreted in a manner which qualifies for such exemptions.

8. PRORATIONS:

Taxes, assessments, and other expenses of the Residence shall be prorated through the closing date. Taxes shall be prorated based upon the current year's tax with due allowance for maximum allocable discount and other exemptions if allowed for said year. If the closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided however, that any tax proration based upon an estimate may, at the request of either party, be subsequently readjusted upon receipt of the tax bill. The terms of this Paragraph shall survive the closing of the transaction contemplated hereby.

9. CONVEYANCE AND TITLE INSURANCE:

Seller agrees to transfer title to the Residence by Special Warranty Deed. Purchaser's title will be good, marketable, insurable, subject to the following:

- a. Taxes for the year of closing and subsequent years (subject to proration between Seller and Purchaser).

- b. Covenants, conditions, agreements, restrictions, plats, reservations, dedications, declarations, limitations and easements of record including, but not limited to water, sewer, gas, electric, telephone, cable television, gate and security systems and other agreements providing services to the Residence or to the development in which the Residence is located.
- c. Zoning ordinances and facts which an accurate survey or a personal inspection of the Residence would disclose.
- d. Assessments by applicable county, water control districts and municipalities.
- e. Pending municipal liens and assessments and easements existing and to be created for ingress and egress to the Residence.
- f. Acts done or suffered by Purchaser.
- g. The DECLARATION OF COVENANTS FOR CASA DEL SOL AT TEQUESTA and the MASTER DECLARATION OF COVENANTS FOR CASA DEL SOL, together with any and all amendments thereto ("Declarations") covering the development, use and enjoyment of the subdivision in which the Residence is a part.
- h. The standard exceptions contained in an ALTA owner's title insurance policy.
- i. Any mortgage executed by Purchaser in connection with the purchase of the Residence.

From the proceeds of sale hereunder, Seller shall discharge or release any mortgages or liens now or hereafter encumbering the Residence, which release shall be duly recorded among the Public Records of Palm Beach County, Florida, within a reasonable time from date of closing. Seller shall pay the costs of documentary stamps on the deed and recording of same.

Seller will furnish to Purchaser a policy of owner's title insurance to be issued by Gary, Dytrych & Ryan, P.A., as agent for Attorneys Title Insurance Fund, insuring that the recorded conveyance from Seller to Purchaser has vested title in Purchaser subject to the foregoing matters; provided, however, that such policy will not insure title to any interest in personal property or riparian rights. If such policy is issued by Gary, Dytrych & Ryan, P.A., then Seller shall pay the cost of title searches and owner's title insurance policy. Buyer may select another agent to provide the owner's title insurance and perform all other title work, however, in such case, Buyer shall pay the cost of same and the cost of documentary stamps on the deed, and Seller shall not be required to provide evidence of good standing or corporate resolutions with respect to the sale. If issued by Gary, Dytrych & Ryan, P.A., a commitment for the policy of title insurance will be furnished to Purchaser prior to closing.

Purchaser shall have five (5) days from date of receiving evidence of title to examine same. If title is found defective, Purchaser shall, within five (5) days notify Seller in writing specifying defect(s). If said defect(s) render title unmarketable, Seller shall have sixty (60) days

from receipt of notice in which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Purchaser shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to Purchaser and thereupon Purchaser and Seller shall be released of all further obligations hereunder. Notwithstanding the foregoing, if the title commitment is issued by another title agent pursuant to Buyer's option to choose another agent, Buyer must obtain same not later than ten days prior to closing or the right to object to title is waived.

10. **ACCEPTANCE OF DEED:**

The acceptance of the deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to perform pursuant to the provisions of this Agreement, except those which are specifically deemed to survive the closing or which survive closing by operation of law.

11. **CONSENT TO BE BOUND:**

Purchaser agrees to accept and be bound by the terms and conditions of the Declarations together with all exhibits thereto as from time to time amended and pay in full any and all assessments and other amounts due thereunder in a timely fashion. Purchaser further consents and agrees that Seller may make, and Purchaser shall accept and agree to be bound by, those changes to said Declarations as Seller, in its sole discretion, deems necessary or appropriate prior to the closing of the transaction contemplated hereby.

12. **WARRANTY:**

a. Workmanship. Purchaser hereby agrees that from and after Closing, Purchaser shall not make or bring any claim or action against Seller or Seller's agents with respect to the dimensions of the Residence or the Association property, the materials employed in the construction of the Residence or the Association property, or the quality of workmanship of the Residence or the Association property, except such claim or actions as may be permitted by Paragraph 12b, and except for Punchlist items created under Paragraph 5.

b. Limited Warranty. Seller warrants that the Residence will be free from defects due to nonconformity with the warranty standards for a period not in excess of one (1) year after the date of the initial closing for each Residence ("Limited Warranty"). Seller makes no other warranties with respect to the fitness, merchantability, workmanship, construction or physical condition of either the Residence, the Association property, any fixtures or items of personal property sold pursuant to this Agreement or any other real or personal property whatsoever conveyed hereby. **THE LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT FOR THE LIMITED WARRANTY, SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE RESIDENCE, THE ASSOCIATION PROPERTY, AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY**

CONTAINED THEREIN, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW OR OTHERWISE.

THE LIMITED WARRANTY GIVEN HEREIN TERMINATES IF PURCHASER'S RESIDENCE IS SOLD OR OTHERWISE TRANSFERRED WITHIN THE WARRANTY PERIOD

c. Personal Property Warranties. Seller will deliver to Purchaser all manufacturer's warranties for appliances and equipment installed in the Residence, such as refrigerator, range, hot water heater, dishwasher, garbage disposer, air conditioner, and like items to be included in the purchase of the Residence ("appliances and equipment"). The appliances and equipment, as well as the carpeting, are excluded from the Limited Warranty because they are covered by manufacturers' warranties. Seller shall not be liable to Purchaser to substitute, replace or repair such appliances or equipment, or carpet, and Purchaser agrees to look solely to the manufacturer's warranties, if any, for all appliances, fixtures, equipment and other "consumer products" as defined in the Magnuson-Moss Act (15 USC 2301, et. seq.), which warranties, if any, are available for inspection at Seller's office.

d. Additional Exclusions. No responsibility is assumed for, and there is excluded from the Limited Warranty, any and all items not specifically included in the Limited Warranty. Seller does not assume responsibility for, and there is excluded from the Limited Warranty (and from any warranty):

1. Common Defects. Defects which are the result of characteristics common to the materials used.

2. Damage by Elements. Any loss caused by the elements or Acts of God.

3. Expansion/Contraction. Conditions resulting from condensation on, or expansion or contraction of materials.

4. Damage by Third Parties. Any loss caused by third parties, not employees or operating under the direct control of Seller.

5. Loss of Landscaping Materials. Any loss to landscaping materials.

6. Maintenance. Loss due to lack of or improper maintenance by Purchaser or his agents.

e. Punchlist and Service Work. In the event Punchlist, service or warranty work ("Work") is requested, the Seller shall attempt to perform such Work in a timely manner. If the Purchaser fails to keep Work appointments or fails to permit the Seller to gain access to his Residence to perform such Work on three (3) consecutive occasions, then Seller shall no longer be required to perform such Work with respect to the matter sought to be corrected.

f. Survival. The provisions of this Paragraph 12 shall survive the Closing.

13. SUBORDINATION OF AGREEMENT TO MORTGAGES/LIEN WAIVER:

All rights of Purchaser under this Agreement, including but not limited to any vendee's lien, are hereby subordinated to the lien of any mortgage heretofore or hereafter placed upon the subject Residence prior to the closing of the transaction, and to any advances or modifications heretofore or hereafter made thereto, to the full extent thereof, provided however, that all such mortgages shall be discharged or released at or prior to Closing.

The Purchaser agrees that all terms and provisions of this Agreement are, and shall be, subject and subordinate to the lien of any mortgage heretofore or hereafter placed upon the Lot and/or Residence, and to any advances heretofore or hereafter made thereon, to the full extent thereof, without the execution of any further legal documents by the Purchaser. Nothing by reason of execution of this Agreement shall be construed as giving or granting unto the Purchaser any lien upon the Lot and/or Residence. Purchaser hereby expressly waives and relinquishes any lien or lien rights, legal or equitable, which might otherwise accrue or be available to Purchaser by operation of law or otherwise.

14. POSSESSION:

Both title to and possession of the subject Residence shall remain with Seller until this transaction is closed and a deed is delivered to Purchaser. Until all monies due and payable to Seller have been paid in full, all requisite documents have been executed, and a Certificate of Occupancy has been issued, no furniture, fixtures or personal property of any kind may be installed or placed upon the subject Residence; and Purchaser may view, inspect or enter upon the subject Residence, only when accompanied by a representative of Seller. Possession of or entry upon the subject Residence prior to the delivery of the deed and final payment shall be a breach of this Agreement, and Seller shall, in its sole discretion, have the right to require Purchaser to vacate the Residence and Purchaser shall have the obligation to so vacate.

15. DEFAULT:

a. If Seller fails to perform any of the covenants of this Agreement, Purchaser shall have the following remedies as Purchaser shall elect:

i.) receive a return of any and all Deposits theretofore paid by Purchaser, together with accrued interest thereon (if any), or

ii.) pursue specific performance of this Agreement against Seller.

b. If Purchaser fails to perform any of the covenants of this Agreement, including, but not limited to, a failure to make any or all payments due in accordance with Paragraph 2 of this Agreement, or a failure to close on the closing date specified herein, Seller shall have the following remedies as Seller shall elect:

i.) retain any and all Deposits theretofore made by Purchaser, together with accrued interest thereon, and collect from Purchaser any and all additional deposits due and owing hereunder, up to twenty percent (20%) of the Total Purchase Price hereunder, together with 100% of all amounts paid or due with respect to Change Orders hereunder, as fully agreed upon liquidated damages, the parties hereto recognizing and agreeing that this provision is not a penalty and is reasonable and necessary for the purpose of defraying sales and advertising expenses, legal expenses, financing costs and other necessary expenses in connection with the creation, construction and sale of the subject Residence due to the fact that Seller's actual damages would not be ascertainable or

ii.) pursue specific performance of this Agreement against Purchaser.

c. The election of one of the remedies by a party hereto in the event of a default hereunder by the other party shall be to the exclusion of the other remedy specified above. Further, the remedies of the respective parties hereto as set forth above shall be the sole and exclusive remedies of the respective parties hereto and it is acknowledged and agreed by the parties hereto that any additional remedies at law or in equity which may have been available to them absent this Paragraph 16 are hereby waived.

17. **SEVERABILITY:**

In the event any term, condition or provision hereof shall be determined, in whole or in part, by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining terms, conditions or provisions, (or portions thereof), hereof not adjudged invalid or unenforceable shall remain in full force and effect. Such adjudication shall not serve to invalidate or render unenforceable this Agreement in its entirety.

18. **RADON GAS:**

RADON IS 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. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

19. **TIME:**

Time is of the essence with respect to each provision of this Agreement which requires performance by either party within a specified time period. The term "day" shall mean a calendar day. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

20. REPRESENTATIONS:

This writing contains the entire agreement of the parties hereto and Purchaser acknowledges that no agent, representative or officer of Seller has made or has authority to make any agreements, statements, conditions, stipulations, representations, guaranties or warranties, either oral or written, modifying, adding to or changing the terms and conditions of this Agreement.

21. NOTICE:

a. The delivery of any item and the giving of notice in compliance with this Agreement shall be accomplished in writing by personal delivery or by certified mail addressed to the parties at the respective addresses set forth in the preamble hereof.

b. Any notice given in accordance with the provisions of this section shall be deemed to be effective, if personally delivered (e.g., by commercial courier), or on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed, delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give written notice to the other party of a change of its address for the purpose of giving notice under this section, which thereafter, until change by like notice, shall be the address of such party for all purposes of this Agreement.

22. ASSIGNMENT:

This Agreement is personal to Purchaser and may not be assigned or transferred by Purchaser without the prior written consent of Seller. Any attempted assignment in violation of this provision shall be null and void. If assignment is permitted by Seller, there shall be an assignment fee paid to Seller by Buyer at the time of the assignment equal to Four Percent (4%) of the Total Purchase Price hereunder. Notwithstanding any such assignment, the original Buyer, and any intermediate assignees shall remain liable for performance hereunder through Closing. Purchaser agrees that it shall not market or otherwise offer the P or the Residence for sale, nor sign any contract, option or listing for sale of the Property or the Residence until such time as Purchaser has acquired legal title to same, and that a breach of this provision shall give the Seller the right to terminate this Contract and retain all Deposits made hereunder.

23. AGREEMENT NOT TO BE RECORDED:

Neither this Agreement nor any memorandum hereof shall be recorded in the office of the clerk of any Circuit Court in the State of Florida. If Purchaser violates this provision, he shall be subject to an action for all damages incurred by Seller, including Seller's attorneys' fees and costs.

24. VENUE AND APPLICABLE LAW:

Venue in connection with any litigation arising out of this Agreement shall be in Palm Beach County, Florida. This Agreement shall be construed in accordance with the laws of the State of Florida.

25. ATTORNEY'S FEES:

The prevailing party in connection with any litigation arising out of this Agreement, shall be entitled to recover from the non-prevailing party any and all costs incurred by said prevailing party, including, but not limited to, attorney's fees incurred at the trial, all appellate levels and incident to the collection of any judgment entered hereon, as a consequence of such litigation.

26. INSULATION:

The ceilings of this Residence will be insulated with material to a thickness which according to the manufacturer will result in an "R" value of 30. Exterior wall of air conditioned living space will be insulated with material to a thickness which according to the manufacturer will result in an "R" value of 11 and garage walls of air conditioned space will be insulated with material to a thickness with an "R" value of 11.

Purchaser understands that all statements set forth regarding "R" value are based solely on information which has been provided to the Seller by the manufacturer, of, or the contractor who installed the insulation and are not Seller's representations or warranties.

27. SURFACE WATER RETENTION AREAS. Purchaser acknowledges that various governmental agencies are the permitting authorities for surface water retention areas. Therefore, Purchaser understands and agrees that on-site lakes and surface water retention areas are designated as water management areas and are not designated as aesthetic features. Due to low ground water elevations within the immediate area, on-site lakes and water retention areas may be shallow during certain periods of the year. Purchaser further acknowledges that Seller has no control over such elevations, and therefore waives and releases Seller from all claims, demands, and causes of action Purchaser may have against Seller due to water elevations or the absence of water in on-site lakes or water retention areas. This paragraph shall survive the Closing.

28. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of, the heirs, successors, executors, administrators, legal representatives and permitted assigns of the respective parties.

29. EFFECTIVE DATE:

The Effective Date of this Agreement shall be the date on which the last one of the Seller and Purchaser has signed this Agreement.

30. REAL ESTATE BROKER:

Purchaser represents and warrants that neither Purchaser nor any of the Purchaser's representatives, employees or agents have dealt or consulted with anyone other than as set forth on the first page of this Agreement (if any). Without limiting the effect of the foregoing, Purchaser agrees to indemnify, defend and save Seller harmless from and against any claim or demand made by any real estate broker, agent or finder, other than Sundown Development & Realty, claiming to have dealt or consulted with Purchaser or any of Purchaser's representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty and agreement contained in this Paragraph shall survive the closing of the sale of the subject Residence and the disbursement of the proceeds of such sale.

31. CONSTRUCTION:

a. Seller shall, from time to time, inform Purchaser of the necessity of making material selections and color choices to be made by Purchaser. Purchaser shall make such selection and choices within ten (10) days of receipt of such schedule from Seller, and if Purchaser shall fail to so notify Seller, Seller may make such selections as are necessary to prevent the delay of construction.

b. Seller expressly reserves the right to make changes in the Plans and Specifications, to substitute building materials, appliances, equipment, fixture and items in the Residence as may be necessitated by the availability of materials, colors, brand names or by material shortage, strikes, engineering and/or architectural decisions or similar situations which in Seller's judgment require such changes provided only that such changes or substitutions shall not materially diminish the size of the residence and that any of the changes or substitutions shall be of similar quality. Tile, marble, cabinets, mica, paint colors, patterns, plumbing fixtures, electrical fixtures, paneling and other materials and finish are subject to shading and gradation and may vary from the samples shown Purchaser. Purchaser acknowledges that it shall be Purchaser's responsibility to choose paint color, flooring material, etc., and that the Seller takes no responsibility for final appearance of these items in the event they vary from the samples or brochures Purchaser used in Purchaser's selection thereof.

c. The improvements to the Residence shall be deemed fully completed in accordance with the Plans and Specifications when a Certificate of Occupancy for the Residence is issued by the governmental authority having jurisdiction thereof. The issuance of a Certificate of Occupancy shall be deemed and considered conclusive evidence that the improvements have been fully completed in accordance with the Plans and Specifications.

d. Purchaser grants authority to Seller to file and place among the Public Records of Palm Beach County, Florida all instruments required to be filed which are necessary or convenient in order to develop lots and residences thereon and to create easements and agreements Seller deems appropriate or necessary for such development during the Project construction.

- e. This Agreement may only be amended and modified by an instrument in writing between the parties.
- f. If a survey shows an encroachment, the same shall be treated as a title defect.
- g. The Agreement documents shall consist of this written Agreement, all modifications, change orders and written interpretations of the Agreement documents issued by Seller, the signed Drawings, Specifications, Plans, Site Plan, material and color selections and all addenda issued subsequent to the execution of this Agreement.
- h. All risk of loss to the subject Residence prior to closing, whether by fire, Act of God or otherwise shall be borne by Seller and, after closing, by Purchaser.
- i. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof as the identity of the person or persons or the situation may require.
- j. Purchaser hereby acknowledges and affirms that Purchaser has no affiliation with Seller and is not connected to Seller other than by this Agreement.
- k. Any Riders attached to this Agreement are incorporated by reference into this Agreement.

32. **ESCROW OF DEPOSIT MONIES.**

a. Escrow Agent. In accordance with Florida Statutes Section 501.1375, Seller has established an escrow account with Gary, Dytrych & Ryan, P.A., 701 U.S. Highway One, Suite 402, Palm Beach Gardens, Florida 33408 (“Escrow Agent”), which account shall hereinafter be referred to as the “Escrow Account”. Unless waived, all Deposit monies received by Seller from Purchaser prior to closing pursuant to this Agreement shall be deposited into the Escrow Account. Such payments shall be held in the Escrow Account, together with payments of other Purchasers of Residences. Purchaser may, upon written request to the Escrow Agent, obtain a receipt for his deposit.

b. Statutory Statement. **PURCHASER HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST-BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE PURCHASER.**

c. Use of Escrow Funds.

1. Purchaser’s Waiver. The Purchaser may waive the right to have up to 10% of the purchase price placed in an interest-bearing escrow account. Seller is not using any of the Purchaser’s funds in the construction of the Unit, and Purchaser is not waiving the right to have its deposit placed in escrow.

2. Purchaser's Non-Waiver. If the Purchaser does not waive the mandatory escrow of the deposit, then the deposit (up to 10% of the purchaser price) shall be deposited into an interest-bearing escrow account with the Escrow Agent. THE INTEREST EARNED SHALL BE CREDITED TO THE SELLER AT CLOSING (except as otherwise provided by Florida Statute Sec. 501.1375).

d. Indemnification. Purchaser agrees to indemnify and hold Escrow Agent harmless from any claims or damages which may result from Escrow Agent's escrowing or disbursing of Purchaser's payments held in accordance with Florida Statutes Section 501.1375, other than those claims or damages resulting from Escrow Agent's gross negligence or willful malfeasance.

e. Disputes. In the event that, prior to Closing, the Escrow Agent receives written notice of a dispute between Purchaser and Seller regarding the escrow deposit, Escrow Agent is authorized in its sole discretion to: (1) retain the escrow deposit until such dispute is resolved by the agreement of Purchaser and Seller or by a court of competent jurisdiction; or (2) commence an action in the nature of interpleader and seek to deliver the documents, instruments, and escrow deposit to a court of competent jurisdiction, and thereafter be relieved of all liability or responsibility to either party. If Escrow Agent interpleads any escrow deposit monies Escrow Agent shall be reimbursed for all costs, expense and attorneys' fees from the escrow funds. Escrow Agent shall not be barred from acting as attorney for Seller in any matter in connection with this Agreement, the Escrow, or otherwise by virtue of acting as Escrow Agent hereunder.

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.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed on the date set forth below.

Signed, sealed and delivered in the presence of:

As to Purchaser:

Witness Printed Name:

Printed Name:

Witness Printed Name:

Printed Name:

As to Seller:
CASA DEL SOL OF TEQUESTA, L.L.C.

A Florida Limited Liability Company

Witness Printed Name: _____

Printed Name: _____

Witness Printed Name:
Printed Name: _____

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Version March 17, 2005