

PURCHASE CONTRACT

This purchase agreement ("Agreement") is made and entered into by and between **Ferndale Gardens, LLC**, a Kentucky Limited Liability Company, 1717 Alliant Avenue, Suite 9, Louisville, Kentucky 40299 ("Seller") and _____ ("Purchaser").

WHEREAS, the Seller has submitted real property and the improvements thereon to a condominium regime pursuant to KRS 381.805, *et. seq.*, by the recording of a Declaration of Master Deed ("Master Deed") and related documents for Ferndale Gardens Condominiums in Deed Book 8900, Page 457 in the office of the Clerk of Jefferson County, Kentucky; and,

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase a condominium unit in Ferndale Gardens Condominiums ("Ferndale Gardens").

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. **Sale and Purchase.** The Seller agrees to sell and the Purchaser agrees to purchase a condominium unit identified as Unit _____, ("Unit") together with an undivided interest or share in the common elements appurtenant thereto, in accordance with and subject to the terms and provisions of the Master Deed.

Check here if applicable:

The exclusive use of garage number _____ is granted with the purchase of the Unit subject to the terms and conditions of the Master Deed.

2. **Purchase Price.** The purchase price for the Unit is the sum of \$_____ which shall be paid as follows: the sum of \$_____ as a deposit ("Deposit") to be held by the Seller, said sum to be credited upon the purchase price at closing, and the balance of \$_____ to be paid at closing. The performance of this Agreement by the Purchaser is contingent upon the Purchaser obtaining financing for the purchase price, the terms of which shall be at least as favorable as _____. The Purchaser shall apply for financing within five (5) days of the date of acceptance of this Agreement.

3. **Closing.** The closing of this purchase shall be no later than _____, 2006 (the "Closing Date") and shall take place at the Seller's office or at such place as shall be agreeable by the parties hereto. At closing the Purchaser shall pay the balance of the purchase price then due, recording fees for the Deed, and, if the Purchaser obtains a mortgage loan, the Purchaser shall pay all costs, charges and expenses with respect to obtaining and closing such mortgage loan. Pursuant to the terms of the Master Deed the Purchaser agrees to pay at closing an amount equal to two (2) monthly maintenance fee assessments as determined by the Seller.

4. **Delivery of Deed.** The Seller shall deliver at closing to the Purchaser a General Warranty Deed ("Deed") conveying fee simple title in and to the Unit. The acceptance of the Deed by the Purchaser shall be deemed to be full performance and discharge of every agreement and obligation contained herein, except those terms which may be specifically identified herein to be performed after the delivery of the Deed.

5. **Title.** Marketable title to the Unit shall be conveyed to the Purchaser free and clear of all liens and encumbrances but subject to building and zoning laws, easements, restrictions, agreements and reservations of record, the terms and conditions contained in the Master Deed, the floor plans for Ferndale Gardens, the Bylaws for the Council of Co-Owners of Ferndale Gardens Condominiums, Inc., a Kentucky non-profit, non-stock corporation, taxes for the current year, and any matters which would be disclosed by an accurate inspection and survey of the condominium property.

6. **Pro-ration of items.** All pro-ratable items, including but not necessarily limited to, taxes, maintenance and utility deposits, if any, and monthly maintenance fees, special assessment fees, start up fees, and other fees as called for under the Master Deed or in this Agreement shall be adjusted and paid at closing.

7. **Real Estate Brokers and Agents.** The Purchaser and Seller represent and warrant to the other that there are no sales commissions owed to any person in connection with this transaction except those payable by Seller to Jon Adam Greenwell, Craig Mayer, Robert Chad Greenwell or Daniel Smith who are members of the Seller and real estate agents/brokers licensed in the State of Kentucky, and

8. **Default and Remedies.** It is agreed by and between the parties hereto that time is of the essence of this Agreement as to the Purchaser's performance hereunder and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the respective parties. If the Purchaser fails to perform the Purchaser's obligations hereunder, the Seller may accept the deposit referred to hereinabove as liquidated damages, with both parties signing a release to that effect, or the Seller may pursue any available legal or equitable remedy. If the Seller fails to perform the Seller's obligations hereunder, the Purchaser may receive refund of the deposit, with both parties signing a release to that effect or the Purchaser may pursue specific performance as its sole and exclusive remedy. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs.

9. **Risk of Loss.** The risk of loss or damage by fire or any other casualty to the Unit is assumed by the Seller until the Closing Date. The risk of loss or damage by fire or any other casualty to the Unit shall be assumed by the Purchaser at all times on and after the Closing Date.

10. **Master Deed and Council Membership.** The Purchaser hereby acknowledges receipt of and agrees to conform with and abide by all the terms, conditions and provisions of the Master Deed and all documents and agreements in connection therewith. The Purchaser hereby acknowledges receipt of a copy of the Master Deed. Upon the recording of the Deed, the Purchaser shall automatically become a member in the Council of Co-Owners of Ferndale Gardens Condominiums, Inc., a non-profit, non-stock Kentucky corporation.

11. **Warranties and Disclaimer.** The Seller warrants the workmanship and material of the construction work pursuant to the terms and conditions of the Warranty Agreement attached hereto which shall survive after the Closing Date and the execution and delivery of the deed at closing. At closing, the Seller shall deliver to the Purchaser all manufacturers warranties, if any, covering consumer products to be sold to the Purchaser hereunder; provided, however, that the **Seller shall not be deemed to warrant any such consumer products or appliances in any way, whether expressed or implied, and specifically disclaims all warranties thereto, whether expressed or implied, including warranties of fitness for a particular purpose and merchantability.**

12. **Inspection.** The Purchaser reserves the right to have the property inspected. The Purchaser may contract a qualified inspector of the Purchaser's choice to obtain any inspections including structural, mechanical, environmental or other inspections which the Purchaser deems desirable. Inspections shall be made at the Purchaser's expense. All inspections shall be made within twenty (20) days after acceptance of this contract and a copy of the written inspection report shall be delivered to the Seller within five (5) days of its receipt by the Purchaser. If the inspection report reveals a bona fide defect affecting the property and the Seller is unable or unwilling to remedy the defect the sole remedy of the Purchaser shall be a termination of this Agreement and return of the Deposit.

13. **Additional Provisions.** This Agreement contains the entire agreement between the parties hereto and the terms of it may not be modified, altered or amended except in a writing executed by the Purchaser and the Seller. If one or more of the terms and conditions of this Agreement is declared to be void or unenforceable the remaining terms and conditions of this Agreement shall be enforceable according to its terms. When used herein Purchaser, if more than one, shall mean collectively all purchasers under this Agreement. **The Seller and the Purchaser, for themselves and for their heirs, successors and assigns, hereby waive the right, if any, to a trial by jury to which they may be entitled with regard to any and all causes of action, remedies, claims, demands,**

complaints, and counterclaims which they may assert or could assert against the other parties to this Agreement.

14. **Miscellaneous.** _____

DATE _____

SELLER:

FERNDALE GARDENS, LLC

By: _____

Title: _____

PURCHASER:

