



**STATE OF MISSISSIPPI**

**COUNTY OF LAFAYETTE**

**MAGNOLIA GROVE  
PURCHASE AGREEMENT**

**WHEREAS, MAGNOLIA GROVE DEVELOPERS, LLC**, hereinafter referred to as the "Builder", is owner of the fee simple title of the proposed development known as **MAGNOLIA GROVE SUBDIVISION**, located in Lafayette County, Mississippi, upon which there is proposed to be constructed single-family residential dwellings and other appurtenances and facilities; and,

**WHEREAS**, the undersigned Purchaser desires to subscribe to the purchase of one of the said dwellings upon completion of the same; and

**WHEREAS**, the parties have entered into an agreement calling for the sale and purchase of a dwelling upon the construction of the same, and mutually desire to reduce their agreement to written form, and further, mutually recognize that the parties hereto are each relying solely upon the covenants and assertions of the other as contained herein,

**NOW, THEREFORE, BE IT REMEMBERED** that for and in consideration of the above and foregoing, the parties hereto agree as follows:

**1) Parties.**

This Purchase Agreement is made and entered into by and between **LEGENDARY DEVELOPMENT CORP** (Builder) and

herein referred to, collectively or singly, as the "Purchaser" .

**2) The Property.**

Builder agrees to sell, convey and warrant to Purchaser, and Purchaser agrees to acquire of and from Builder, Lot No. \_\_\_\_\_ of **MAGNOLIA GROVE SUBDIVISION**, which shall include an undivided interest in and to all of the common elements, and facilities of the development.

**3) Purchase Price.**

The purchase price is

Dollars (\$ \_\_\_\_\_ ).

**4) Terms.** The Purchase Price shall be paid to the Builder in the following manner:

**A)** Upon the execution of this agreement a sum equal to \_\_\_\_\_ and no/100ths (\$ \_\_\_\_\_ .00) Dollars shall be deposited as earnest money for the above-mentioned dwelling for the above-mentioned Purchaser. This amount is fully refundable up to and until the mandatory deposit required under paragraph (b) is to be deposited as earnest money with the Builder's agent, at which time the \_\_\_\_\_ Dollar deposit becomes non-refundable. All escrow funds will be kept in an escrow account with the Builder's agent. All earnest money checks shall be made payable to \_\_\_\_\_ (Realtor), and should note on the "memo" line the dwelling number which is being purchased.

**B)** Purchaser will be notified in writing by the Builder upon the commencement of construction on Purchaser's above-mentioned, requested dwelling. The installation and preparation of the "footings" of the Purchaser's dwelling shall serve as conclusive proof of the commencement of construction. Purchaser will then have 10 days upon receipt of said letter to deposit with escrow agent \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_ .00) as non-refundable earnest money. This deposit shall be deposited with the escrow agent. All earnest money checks shall be made payable to \_\_\_\_\_ (Realtor) and should note on the "memo" line the dwelling number which is being purchased.

**C)** The deposited earnest money shall be applied at closing to the purchase price and the balance of the purchase price shall be due in cash or cash equivalent on the Closing Date, hereinafter set out.

**5) Financing.** While Purchaser may desire financing, procurement of financing is not a contingency with regard to the obligations and duties of Purchaser.

**6) Closing.** Closing shall occur at the offices of Sloan, Chain and Moore, Lawyers, 1130 North Lamar, Oxford, Mississippi, or at such other place as may be designated by Builder. The closing shall occur at such time as described in sections a-c below (collectively, the "Scheduled Closing Date").

(a) Closing of said dwelling shall occur on or before \_\_\_\_\_, 2008. If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 5 days prior to said closing date. Any "punch list" or items found by inspection that need to be corrected by the Builder

need to be delivered to Builder within 2 calendar days (3 calendar days *if the 2nd calendar day is a Sunday*) following completion of any inspection.

(b) In the event that construction is not completed or unit is not finished by the Builder on the date stated in the previous section then the following shall apply. If applicable and available a Certificate of occupancy may be issued by the Building Inspector of the City of Oxford, Mississippi or Lafayette County, Mississippi. The closing date for said unit shall be set no later than five (5) calendar days after issuance of said Certificate of Occupancy by the Building Inspector of the City of Oxford, Mississippi or Lafayette County, Mississippi. The issuance of Certificate of Occupancy by the Building Inspector of the City of Oxford, Mississippi or Lafayette County, Mississippi shall be binding and conclusive evidence of the completion of the subject dwelling. If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 3 days after issuance of a Certificate of Occupancy. Any "punch list" or items found by inspection that need to be corrected by the Builder, need to be delivered to Builder within 2 calendar days (*3 calendar days if the 2nd calendar day is a Sunday*) following completion of any inspection.

(c) In the event that no Certificate of Occupancy is applicable or available by the Building Inspector of the City of Oxford, Mississippi or Lafayette County, Mississippi, then written notice of completion from Builder shall serve as binding and conclusive evidence of the completion of the subject dwelling. The closing date for said dwelling shall be set no later than 5 days from notice of completion from the Builder.

If closing shall occur pursuant to this section, then Purchaser shall complete any inspection of the premises no later than 2 days after issuance of notice of completion from Builder. Any "punch list" or items found by inspection that need to be corrected by the Builder, need to be delivered to Builder within 2 calendar days (3 calendar days *if the 2nd calendar day is a Sunday*) following completion of any inspection.

**While delays are to be anticipated, in the event Purchaser fails to close within seven (7) calendar days next following the Scheduled Closing Date, then Purchaser shall be in default and Builder's remedies shall be as per Paragraph (8), as hereinafter set out.**

**7) Conveyance and title.** The subject dwelling, together with a non-exclusive easement in and to all common areas and facilities, shall be conveyed by Builder to Purchaser on the closing date by means of a good and sufficient Warranty Deed, whereby title to the subject unit and appurtenances shall be warranted to Purchaser, subject only to Ad Valorem taxes and assessments for the years succeeding the year in which the closing occurs; any coal, oil, gas or other mineral interests that may have been conveyed or retained by Builder's predecessors in title, and the conditions, restrictions and limitations contained within the Declaration of Covenants and Restrictions of Magnolia Grove Subdivision, as well as the plat of said

subdivision, on file in the land records of Lafayette County, Mississippi, both of which are subject to revision at the sole discretion and direction of the Builder and/or the Developer of said subdivision. The Builder hereby covenants with the Purchaser that any revision of said Declaration of Covenants and Restrictions and/or of the official plat of said subdivision, will not adversely affect the interests of the Purchaser. The Purchaser shall be notified of any revisions of said documents by the Builder within a reasonable time. The Purchaser hereby waives any objection to any revisions that may be necessary of the Declaration of Covenants and Restrictions of Magnolia Grove Subdivision, as well as the plat of said subdivision, and the Purchaser further hereby agrees that they will execute any and all documents that may be necessary to effectuate any revisions of said document should they be required. This provision shall survive closing.

**8) Purchaser's Default.** In the event that Purchaser should fail, refuse or neglect to consummate this transaction upon completion of the subject dwelling and timely notice to Purchaser of the date and time of closing as set out in Paragraph 6, then in said event the Builder shall have the following options available:

- a) Acceptance as liquidated damages of the earnest money deposit, in full satisfaction of the duties of Purchaser, whereupon each party shall be relieved of any further obligation of and duty to the other; or
- b) enter suit in any Court of competent jurisdiction for damages, giving credit on said damages for the Earnest Money Deposit or
- c) enter suit in any Court of competent jurisdiction for specific performance.

In the event of Purchaser's default, Purchaser hereby unconditionally and irrevocably instructs Escrow Agent to disburse to Builder any escrowed funds, and agrees to hold Escrow Agent harmless for such actions.

**9) Builder's Default.** In the event Builder shall not complete the subject unit and tender the same for occupancy as hereinabove set out in Paragraph 6, in said event, Purchaser shall accept a return of the earnest money deposit as full satisfaction of the duties of Builder, whereupon each party shall be relieved of any further obligation of and duty to the other. In the event of Builder's default, Builder hereby unconditionally and irrevocably instructs Escrow Agent, upon written notice from Builder, to disburse to Purchaser any escrowed funds, and agrees to hold Escrow Agent harmless for such actions.

**10) Inspection/Occupancy.** As per Paragraph 6), hereinabove, the Purchaser shall have a reasonable period of time prior to closing within which to inspect the premises by an inspector of their choice, at Purchasers expense.

**11) Closing expenses and taxes.**

- a) At closing, Builder shall pay for the preparation of the Warranty Deed and the conduct of the closing by its closing agent, any costs associated with the

conveyance of good and marketable title, and any commissions due to Realtors involved in this transaction. Ad Valorem taxes for the calendar year within which the closing occurs shall be pro-rated by and between the parties as of the Closing Date, by way of appropriate deductions from the sales price. If the proration of Ad Valorem taxes is not Possible at the time of closing due to the fact that the City and County tax assessors at that time have not yet separately assessed the subject unit or the City and County tax assessors cannot reasonably estimate the Ad Valorem taxes for the calendar year, then the Ad Valorem taxes for the calendar year within which the closing occurs shall be borne in full by the Builder.

b) Purchaser shall pay for:

- i) Any and all costs associated with any loan that Purchaser may procure in connection with this transaction;
- ii) Recording fees applicable to the recording of the Warranty Deed;
- iii) Attorney's fees of any attorney employed by Purchaser;
- iv) A deposit of a sum equal to the Home Owners' Association assessment for one calendar quarter, which funds shall be considered a one time contribution to the working capital fund of the **MAGNOLIA GROVE HOMEOWNERS ASSOCIATION**, and shall not be considered in any way as a pre-payment of any assessments; in addition, the Purchaser shall pay a pro-rated Homeowners assessment for the calendar quarter within which the closing shall occur, beginning with the Closing Date and ending with the next scheduled assessment payment date following the Closing Date; and
- v) unless waived by Purchaser, the premium required for an Owner's Title Insurance Policy to be issued through Builder's closing agent.

## 12) Miscellaneous.

a) The closing of the transaction contemplated hereby shall evidence the satisfaction of the Purchaser with the performance by the Builder of all duties under this agreement, as well as the Purchaser's satisfaction with the condition, quality, fitness for occupancy and state of completion of the subject property. The above notwithstanding, the provisions of this agreement that are intended to remain valid and enforceable subsequent to the closing of the transaction contemplated hereby, such as any "punch list" corrections, shall survive closing and delivery of the Warranty Deed, and shall remain in full force and effect. The Builder shall furnish to the Purchaser all manufacturers' warranties obtained by the Builder, but in doing so the Builder shall not be deemed to have endorsed such warranties or in any way to have extended or issued a warranty. Except as required by law, no other warranties, either express or implied, are hereby or shall be hereafter provided by the Builder to the Purchaser. The Builder specifically disclaims all warranties not required by law.

**b)** This instrument and all rights of Purchaser hereunder are and shall be inferior and subordinate to the rights of any construction and development lender. This subordination is self effectuating, and shall be effective even if not acknowledged by any subsequent written instrument. Any and all of Builder's rights under this agreement, including rights to escrowed funds, are and shall be freely assignable collaterally to secure the repayment of Builder's construction and development loans.

**c)** The Purchaser recognizes that the Builder may be actively conducting ongoing excavation, construction or other activities within the Subdivision, or with close proximity thereto, both before and after the transaction as contemplated hereby has been consummated. The Purchaser recognizes the necessity of any such activity and will (1) not deem any such activity to be a nuisance, or noxious or offensive; (2) not enter any areas where such construction activities are being conducted, nor to allow any such entry by any other party within the Purchaser's control; and (3) not hold the Builder or any of its agents, employees, contractors or subcontractors liable for, nor seek damages for, any damage, injury or death arising from or connected with, any of the said construction activities.

**d)** Neither this agreement, nor any of its terms or conditions, may be assigned by the Purchaser to any other party, unless and until such assignment has been approved and ratified in written form by the Builder. Any such assignment, even if approved and ratified by the Builder, shall not relieve the Purchaser of any duties hereunder to the Builder. The Builder may require compliance with terms and conditions with regard to approval and ratification of any such assignment, including, but not necessarily limited to, the imposition of an assignment fee. Any attempt by the Purchaser to make an assignment without the prior approval of the Builder shall be to be a default by the Purchaser, as per Paragraph 8) hereinabove.

**e)** The Purchaser acknowledges receipt of the disclosure summary attached hereto and made fully apart hereof, as well as the receipt of the estimated budget of Magnolia Grove Homeowners Association, likewise attached hereto and made fully apart hereof.

**f)** This agreement, as interpreted by aid of separate documents reference to which is made herein, constitutes the whole of the agreement of the parties, and may not be changed, altered, modified or amended, except by subsequent written instrument mutually executed by the parties hereto. Purchaser acknowledges that he has not relied on any oral representations, warranties, estimates or other statements whatsoever that expressly or impliedly conflict with the provisions hereof.

**g)** This agreement, and all of its terms, contingencies and provisions, shall be interpreted and enforced in accordance of the laws of the State of Mississippi. In

the event of a dispute between the parties hereto, and in the further event that such dispute is resolved through litigation, the prevailing party shall be entitled to recover of and from the other party all attorney's fees and other costs of litigation incurred. Any such litigation shall be instituted in the Courts of Lafayette County, Mississippi, and the parties expressly consent to such venue

h) Time is of the essence. Any notices required hereunder shall be given to the respective parties at the addresses hereinafter indicated, and shall be presumed to have been received by the respective parties when the same have been posted with the U. S. Postal Service.

i) **Builder shall not accept nor honor any "change order" from the Purchaser with regards to the construction of the dwelling under this "Purchase Agreement". Purchaser may address any concerns with the dwelling as described in Section 10, herein. The Purchaser acknowledges that their dwelling is built to the specifications of the Builder.**

WITNESS THE EXECUTION of this Purchase Agreement on this, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Builder**  
**LEGENDARY DEVELOPMENT CORP**

By: \_\_\_\_\_  
Hal Mullins, President

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

**Purchaser Information:**  
**Name(s) in which title will be held:**

**Form of Title preferred:**  
**Joint Tenancy/Tenancy in Common**  
**Address:**  
**City State Zip Code**  
**Telephone Numbers:**

( ) Work ( ) Home

Social Security Numbers:

Real Estate Agency:

Real Estate Agent:

**DISCLOSURE SUMMARY  
MAGNOLIA GROVE SUBDIVISION**

1. As a Purchaser of property within this community, you will be obligated to be a fully participating member of the Homeowners association.
2. There have been or will be restrictive covenants filed among the public land records governing and affecting the use and occupancy of property within this subdivision community.
3. You will be obligated to pay assessments to the association, the amounts of which will be subject to periodic change. The purpose of the dues and/or assessments are to provide such funds to maintain, operate and manage The Homes of Magnolia Grove Subdivision. Expenditures by the Magnolia Grove Homeowners Association include but are not limited to the maintenance of the common areas, the lawn and landscaping maintenance, payment of all common area utilities, professional association management and for the payment of insurance premiums and Ad Valorem taxes applicable to the common areas. These expenditures will be for the common benefit of all dwelling unit owners.
4. Your failure, neglect or refusal to pay these assessments could result in a lien being placed on your property.
5. Each dwelling unit owner shall bear the expense of his own hazard insurance policy and Ad

Valorem taxes applicable to his or her property, and the maintenance of the interior and exterior of his or her home.

6. The statements contained in the disclosure are summary in nature, and any prospective purchaser should refer to the Declaration of Covenants and Restriction. In the event of any conflict between this disclosure and the Covenants and Restrictions, the provisions of the Covenants and Restrictions shall control and prevail.