

SUBSCRIPTION AND PURCHASE AGREEMENT

(Cedar Creek at Deer Point Lake, a subdivision)

WHEREAS, Deer Point Properties, LLC, a Georgia limited liability company, hereinafter called "Developer", whose address is 2100 Riveredge Pkwy, Ste 700, Atlanta, GA 30328, is developing a single family subdivision known as Cedar Creek at Deer Point Lake located in Bay County, Florida (the "Project"); and

WHEREAS, Purchaser represents and warrants to the Developer that Purchaser desires to purchase a lot in Cedar Creek at Deer Point Lake; and

WHEREAS, the plat for Cedar Creek at Deer Point Lake (hereinafter "Plat") and covenants and restrictions (hereinafter "Covenants") for the Project may or may not have been recorded as of the date of this Subscription and Purchase Agreement, but references hereafter to lots, Plat and/or Covenants refer to the lots after the recording of the proposed Plat, which will be subject to the Covenants that will be applicable to the Project.

IT IS THEREFORE AGREED AS FOLLOWS:

1. PURCHASE.

Purchaser's Name _____

Social Security Number or FEIN _____

Address: _____ Zip: _____

Office Phone: _____ Fax: _____ Cell Phone: _____ Email: _____

hereinafter the "Purchaser(s)", hereby subscribes for future participation in Cedar Creek Homeowners Association, Inc., a not-for-profit Florida corporation comprised of owners of property within the Project (hereinafter the "Association") and hereby agrees to purchase the following described lot(s) for the following price and payable as described:

Lot No. _____

Whether the singular or plural of the term "Lot" is used hereafter to refer to the property being purchased hereby, it shall be deemed to refer to all of the Lots described above.

PRICE (the "Price"):

The Price will be paid as follows: \$ _____

(a) Deposit of 5% of the Price \$ _____
(Paid on executing this Agreement)

(b) Balance Due at Closing \$ _____
(not including closing costs)

2. NO FINANCING CONTINGENCY. This is a cash transaction. Purchaser shall be responsible for obtaining any financing necessary to accomplish the purchase of the Lot. Purchaser's failure to obtain financing shall not constitute grounds for termination of this Agreement by Purchaser, and shall not be a condition to Purchaser's obligation to purchase the Lot.

3. ESCROW. All payments made by Purchaser under this Agreement prior to closing, hereafter called "the Deposit Payments" or "Deposits" shall be deposited in escrow with Burke, Blue, Hutchison & Walters, P.A.,

herein called "Escrow Agent", pursuant to the terms and conditions of this Subscription and Purchase Agreement in a non-interest bearing account. The Purchaser may obtain a receipt for his Deposit payments from the Escrow Agent upon request.

4. DOCUMENTS. The Purchaser hereby acknowledges that Cedar Creek at Deer Point Lake will be created by recording a Plat in the public records of Bay County, Florida ("Plat") and by recording a Declaration of Covenants and Restrictions also in the public records of Bay County, Florida, that include provisions that will make this a restricted subdivision (the "Covenants"). The Covenants will include Articles of Incorporation and Bylaws of Cedar Creek Homeowners Association, Inc., a not-for-profit Florida corporation ("Association") that will include all Lot owners in the Project. The Purchaser expressly agrees to accept conveyance of his Lot subject to the Plat and Covenants and the other matters specified in Paragraph 6(b). The Developer will deliver a copy of the Plat and Covenants to the Purchaser(s) at or prior to Closing. See Disclosure Summary for the Project, paragraph 20 herein.

5. CLOSING DATE. This sale shall be closed on such date and at such place as shall be specified in a written notice given by Developer to Purchaser in the manner hereinafter provided for the giving of notice; provided that such specified closing date shall be not less than ten (10) days after the date of the notice for Closing, and in any event such closing date shall be after the date the Plat has been recorded. The place for closing shall be the offices of Burke, Blue, Hutchison & Walters, P.A., 221 McKenzie Avenue, Panama City, Florida 32401, unless otherwise agreed by the Developer. This transaction shall be closed and the deed and other closing papers delivered as provided below.

6. CLOSING. The closing shall be accomplished in the following manner:

(a) The balance of the Price of the Lot shall be paid in full by certified or cashier's check or wire transfer.

(b) Title to the Lot shall be conveyed by special warranty deed subject only to the following exceptions:

- (1) Taxes for the year in which the sale is closed;
- (2) Restrictions, conditions, reservations, limitations, and easements now of record or hereinafter granted by Developer relative to the development of Cedar Creek at Deer Point Lake;
- (3) Zoning ordinances or other land use restrictions applicable, if any;
- (4) The conditions, covenants and agreements contained in the instruments and documents referred to in paragraph 4 of this Subscription and Purchase Agreement;
- (5) The usual exceptions contained in an owner's policy of title insurance issued by a title insurance company transacting business in Bay County, Florida, and such special and general exceptions as are common to the area and to the form of the policy.

(c) Ad valorem taxes on the Lot will be prorated to the date of Closing.

(d) Developer will pay for the cost of an Owner's Title Insurance Policy. Developer will pay the costs of preparing the deed and for providing a copy of the Plat showing the location of the Lot. Purchaser will pay all other closing costs incurred in connection with the purchase of the Lot, including documentary stamps on

the deed and all loan closing costs incurred in obtaining any financing incidental to closing the purchase of the Lot.

(e) Purchaser shall pay at closing to the Association the sum of one quarter's annual assessment per Lot as a capital contribution to the Association. Such contribution is not to be considered as a prepayment of maintenance assessments and is non-refundable. Purchaser will also be responsible for paying Association maintenance assessments have been set initially at \$1,400.00 annually, prorated from the closing date through the end of the current calendar year; the actual amount will be determined at the time of closing according to the Association budget in effect at that time.

(f) Title insurance will be provided to Purchaser at Developer's expense at or after closing, insuring Purchaser's title to the Lot in the amount of the Price, having only the exceptions mentioned in this paragraph on a standard form of title insurance policy for Bay County, containing such other special and general exceptions as are common to the area and to the form of the policy.

(g) Time is of the essence.

7. DEFAULT.

(a) Except as otherwise provided in this Agreement, if for any reason other than Developer's failure to make Developer's title marketable after diligent effort, Developer fails, neglects or refuses to perform this Subscription and Purchase Agreement, the Purchaser may seek specific performance, or Purchaser may request and obtain a return of all Deposits paid pursuant to this Subscription and Purchase Agreement.

(b) Should the Purchaser default in his obligations hereunder, the Developer shall be entitled to liquidated damages in the amount of 20% of the purchase price mentioned in Paragraph 1. of this Subscription and Purchase Agreement as agreed upon and liquidated damages, consideration of the execution of this Subscription and Purchase Agreement and in full settlement of any claims. The Deposit Payments may be applied to payment of said liquidated damages at Developer's request after Purchaser's default, and Purchaser shall be liable to Developer for payment of the balance of said liquidated damages, together with costs and attorney's fees incidental to collection of same. This provision has been specifically agreed upon by the parties because breach on the part of Purchaser would have serious adverse financial effects upon the Developer as a result of Developer's incurring direct and/or indirect expenses relative to sales and advertising expenses, and by Developer's having lost the opportunity to sell the Lot to other prospective purchasers and that no other method could determine the precise damage to the Developer resulting from the Purchaser's breach.

8. COMMON AREA. No recreational amenities are to be provided as a part of the Project, except the common area described in the Plat. Roads within the Project will be private, and, therefore, will be a part of the common area of the Project. The Developer reserves the right to improve the common area contained in this or subsequent phases of the Project, in its sole discretion, in the furtherance of the development of the Project. After completion of the improvements, if any, their operation and maintenance will be a common expense of the Association and its members, paid for out of Association maintenance assessments. Notwithstanding anything to the contrary elsewhere provided, the common area and amenity improvements are proposed only, are subject to obtaining regulatory permits, and no guarantee is made that said features will be built or, if built, will be of the same type, size, or nature as depicted or described in any marketing materials that may have been provided to Purchaser.

9. UTILITY SERVICE. Water service lines will be installed in the Project and are located along side the road that provides access to Purchaser's Lot. The utility service providers for Purchaser's Lot will be as follows:

Water - Gulf Coast Electric Cooperative
Septic - Each Lot Owner Provides
Telephone - Bell South
TV Cable - Comcast
Electric - Gulf Coast Electric Cooperative
Stormwater - Each Lot Owner Provides

Purchaser will be responsible for arranging and paying for the water tap fees for connection to the existing lateral serving his Lot. If the Developer has already paid such fees by the time of closing, the Purchaser shall reimburse the Developer its costs for such tap fees.

Sewer service is not presently available to the overall Project site, but may be available at some point in the future. Until then, Lot Owners, with proper permits, will be allowed to install septic tanks to serve their Lots. If and when sewer service is made available to the Project, the Association may be faced with the expense of installing the sewer lines, and if so, the cost will ultimately be borne by each Lot Owner. Additionally, each Lot Owner will be required to utilize such service, septic tank usage shall be discontinued, and each Lot Owner will be required to pay his own sewer tap or connection fees for the privilege of utilizing such service.

Electrical service will be available to the Lot line of each Lot at Developer's expense. All utility service will be provided on an underground basis only. Purchaser is responsible for coordinating with the Developer and/or the utility service providers as necessary in order to avoid conflicts or delaying any of Developer's work in connection with completion of any phase of the Project or the Purchaser's construction work at particular Lots.

10. APPROVAL OF PURCHASER'S PLANS; REPAIRS. Purchaser acknowledges that the Project is a restricted subdivision and that no construction of homes, or site work or other preliminary disturbance of the construction site of any Lot may commence unless and until Purchaser's construction plans have been approved by the Architectural Review Board. Owners, including Builders within Cedar Creek at Deer Point are responsible for repair of any damage that is caused as a result of their building activities, and the Developer or the Association may require that they post a cash or surety bond, or other assurance, to assure that they honor applicable repair obligations. More detailed construction requirements are contained in the Covenants.

11. ASSIGNMENT. Purchaser may not assign this Agreement without Developer's written consent.

12. SELLING AGENT. Purchaser represents to the Developer that the only sales agent with whom the Purchaser has dealt in connection herewith is the agent or broker, if any, whose name appears on the signature page of this Agreement and the Developer agrees to pay the commission earned by the sales agent or broker (if any) pursuant to separate agreement. The Purchaser agrees to save, defend, indemnify and hold harmless the Developer from any and all loss or liability or claim including reasonable attorneys fees resulting from or arising out of any claim against the Developer by any selling agent other than the broker or sales agent whose name appears on the signature page of this Agreement, who claims to have dealt with the Purchaser in connection herewith.

13. BINDING AGREEMENT. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, distributees and assigns, as the case may be, from and after the acceptance of the Agreement by the Developer, which shall be evidenced by Developer's execution of this Agreement. The date of Developer's acceptance shall be the "Effective Date" of the Agreement.

14. NOTICE. Except as otherwise provided in this Agreement, the delivery of any item or the giving of notice in compliance with this Agreement shall be accomplished by delivery of the item or notice to the party intended to receive it, or by mailing it within the Continental United States by certified mail or by Federal Express, UPS,

Airborne or other overnight courier, addressed to the address of the party as stated on the first page of this Agreement. Notice of delivery by mail shall be effected when mailed.

15. ADDITIONAL ESCROW PROVISIONS.

(a) The Escrow Agent acts hereunder merely as a depository and is not responsible for the sufficiency, correctness, genuineness or validity of any instrument deposited hereunder or under which it acts or the identity or authority of any person executing, depositing or delivering same. In the event of any disagreement between Developer, Purchaser, the Escrow Agent or any other person having an interest in or claiming an interest in the money or items deposited pursuant hereto, resulting in adverse claims or demands being made with reference to such money or items, the Escrow Agent may, at its option, continue to hold the same without liability until the rights of all adverse claimants have been adjudicated by a court of competent jurisdiction or until all differences have been adjusted and settled between the parties and the Escrow Agent has been so advised by all such interested parties in writing. In the alternative, Escrow Agent may deposit such sum(s) or remaining undisbursed sum(s) and items as may have been delivered to it hereunder in the registry of any court of competent jurisdiction in connection with the filing of an action in the nature of an interpleader and thereupon Escrow Agent shall be relieved of all further responsibility hereunder. The Escrow Agent shall not be responsible for any act or omission in connection herewith in the absence of gross negligence or willful misconduct on its part.

(b) Escrow Agent may resign as Escrow Agent hereunder without cause upon delivery of fifteen (15) days written notice to the Developer and Purchaser. Such resignation shall not take effect unless and until a successor is appointed by Developer and Purchaser to act in its place. The parties agree that a title insurance company or national bank selected by Developer and Purchaser will be an acceptable successor escrow agent. Developer and Purchaser shall notify Escrow Agent of their choice as Successor Escrow Agent within the fifteen (15) day notice period. In the event the Developer and Purchaser cannot agree or for any reason, do not provide Escrow Agent notice of an agreed upon successor within such period, then Escrow Agent may make such selection and shall provide Developer and Purchaser Notice thereof. Upon acceptance of the appointment as Successor Escrow Agent, the existing Escrow Agent shall pay over and deliver, assign or convey to the Successor all of the sums and items held under this Escrow Agreement and shall provide Developer and Purchaser a record of the receipts and disbursements relative to the Escrow. Any Successor Escrow Agent shall have all of the title, powers and duties of the Escrow Agent succeeded, without the necessity of any further conveyance or transfer. Any Successor Escrow Agent shall not be under a duty to examine, verify, question or audit the books or accounts or transactions of the Escrow Agent succeeded, nor shall any such Successor have any responsibility for any act or omission of such predecessor.

16. FINAL AGREEMENT. This instrument embodies the full, final and complete agreement between the parties. No representations, claims, statements, advertising or promotional activities, brochures, maps or verbal statements otherwise made by Developer or Developer's sales agents or other representatives shall be in any way binding upon the Developer unless the same be fully set forth in detail herein.

17. INSPECTION. The Purchaser(s) acknowledge that the site has been made available at or before their execution hereof they have made a personal inspection of the Lot or has had the opportunity to inspect the Lot that is the subject of this Subscription and Purchase Agreement.

18. PROPERTY TAX DISCLOSURE. PURCHASER SHOULD NOT RELY ON THE DEVELOPER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER 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.

19. DISCLOSURE SUMMARY FOR THE PROJECT.

(a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS ASSOCIATION.

(b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

(c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

(d) YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.

(e) 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 HOMEOWNERS' ASSOCIATION.

(f) THE RESTRICTIVE COVENANTS CAN BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP.

(g) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS. IN WITNESS WHEREOF, the parties have executed this Subscription and Purchase Agreement this ___ day of _____, 200__.

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

The undersigned hereby acknowledges receipt of the following:

- ___ Declaration of Covenants and Restrictions for Cedar Creek at Deer Point Lake
- ___ Articles of Incorporation of Cedar Creek Homeowners Association, Inc.
- ___ By-Laws of Cedar Creek Homeowners Association, Inc.
- ___ Disclosure Summary above for the Project
- ___ Architectural Guidelines
- ___ Other _____

Witnesses:

PURCHASER(S)

As to Purchaser(s)

As to Purchaser(s)

Deer Point Properties, LLC
a Georgia limited liability company

By: _____

Selling Agent: _____

Selling Company: _____

Phone : _____ Fax: _____ Email: _____