

HINSDALE MEADOWS, LLC
HINSDALE MEADOWS SUBDIVISION
PURCHASE AGREEMENT FOR DUPLEX VILLA HOMES

SELLER:

HINSDALE MEADOWS, LLC
2550 Waukegan Road #220
Glenview, IL 60025
General Office Tel: 847-724-0200
General Office Fax: 847-724-8185

Sales Office:
502 Hannah Lane
Hinsdale, IL 60521
Sales Office Tel: 630-310-6688
Sales Office Fax: 847-724-8185

PURCHASER (S):

Home Address: _____

Home Phone: _____

Work Phone: _____

Alternate Phone: _____

E-Mail Address: _____

("Purchaser" shall read as "Purchasers", if there is more than one.)

1. OWNERSHIP: Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller:

- (a) Lot Number _____, Street Address _____, Model Type Duplex Villa Home, _____ Elevation Style _____, Foundation Style _____, "Unit" in **HINSDALE MEADOWS**, according to the Plat of Subdivision in Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, in the Village of Hinsdale, Cook County, Illinois.
- (b) Seller agrees to cause said Unit to be completed in substantial compliance with the Floor Plan and Specifications, which are attached hereto as Exhibits "A" and "B" respectively. Seller agrees that it will proceed with construction with reasonable diligence so that the Unit will be substantially completed on or before _____, (the "Completion Date"). The Completion Date shall be subject to extension for delays arising from (i) acts of God; inclement weather; strikes or material or labor shortages; acts of war, riot or insurrection or any act of civil disobedience, or any similar cause beyond the reasonable control of Seller; and (ii) modifications, changes or extras requested by Purchaser after the date of this Agreement that result in a delay in construction; any act of interference or hindrance on the part of the Purchaser (or Purchaser's agents); or any other delay in construction caused by the Purchaser.
- (c) An undivided interest in the "Common Property" in the subdivision, if any, as defined in the Declaration of Covenants, Conditions, Easements and Restrictions, ("Declaration"), a copy which has been provided to the Purchaser which shall be conveyed to the Hinsdale Meadows Homeowners Association.

2. PURCHASE PRICE: The Purchase Price which Purchaser shall pay to Seller for the Lot and Unit described in Paragraphs (a) and (b) above shall include the sum of:

(a) the Base Purchase Price of (\$ _____), equal to: _____
Dollars; plus

(b) the price of Change Orders including Options and Upgrades, ordered by Purchaser in accordance with the Selections Process described below; plus

(c) the price of Late Changes, if any, (as defined below) ordered by the Purchaser.

The Purchase Price shall be payable as follows:

(d) Construction Deposits: A total of ten (10%) percent of the Base Purchase Price, equal to \$ _____ is due Hinsdale Meadows, LLC, as follows:

i) Five (5%) percent upon execution of this Agreement, in the amount of \$ _____;

ii) An additional five (5%) percent, in the amount of \$ _____, within three (3) business days after Seller files for the Building Permit;

In addition to the delivery of the foregoing Construction Deposits to the Seller, within twenty-one (21) days of execution of this Purchase Agreement, the Purchaser shall meet with the Seller's Design Coordinator and enter into a written Schedule of Selections, Policies and Procedures in order to finalize Change Orders, including Options and Upgrades (as defined in Paragraph 6 below), involving the (i) Structural Selections Phase, (ii) the Mechanical Selections Phase and the (iii) Finish Selections Phase for the Unit. Thereafter, the agreed upon Schedule for each Phase shall be strictly followed. Upon completion of selections for each Phase the Purchaser and the Seller shall execute a Customer Selections Quote Report confirming the approval of Change Orders, including the Options and Upgrades selected, and Purchaser shall deliver a sum equal to twenty-five (25%) percent of the cost of such Change Orders, including Options and Upgrades, to the Seller within three (3) business days after the execution of the Customer Selections Quote Reports for each of the aforesaid Phases. Each of the payments will be deposited with the Construction Deposits in the Seller's bank operating account at CIBC and shall be treated as Construction Deposits. No interest shall be paid on such deposits.

(e) Additional Deposits for Change Orders Classified as Late Changes: Change Orders requested by Purchaser after the specified cutoff dates as set forth in accordance with the reservation to Residency Policy shall be deemed Late Changes, and shall be made to the extent practical, and further, subject to Purchaser providing an additional Construction Deposit equal to fifty (50%) percent of the price of all non-structural Late Changes, and one hundred (100%) percent of the price for all Structural Late Changes. Work on Change Orders classified as Late Changes shall not commence unless and until Purchaser has signed a Change Order Addendum to the Purchase Agreement, and has made the required additional deposit(s). Change Orders shall be considered structural in nature to the extent they require the movement and/or elimination of walls, ceilings, windows, doors, or portions of the foundations, as opposed to changes in materials or finishes.

(f) Seller reserves the right to collect, and Purchaser shall be required to pay additional deposits to the extent that the sum of the deposits above is less than the total value of all Options, Upgrades, and/or Change Orders requested by Purchaser and approved by the Seller, so that the total deposits equal the cost of such options, upgrades and/or Change Orders.

(g) All of the balance of the Purchase Price, including Options, Upgrades, and Change Orders, if any, authorized by the Purchaser and Seller and closing costs, shall be paid by Purchaser at the Closing Escrow.

3. OTHER PAYMENTS: At closing, in addition to the purchase price, Purchaser shall also pay to Chicagoland Management & Realty Inc., managing agent for the Development, or such other managing agent selected by Seller:

(a) The first prorated monthly assessment for Purchaser's portion of the common expenses, determined in accordance with the Declaration and By-Laws.

(b) An amount equal to three times the first full monthly assessment to be used and applied as start-up costs and operating reserve.

4. MORTGAGE: There is no mortgage contingency.

5. DESCRIPTION OF REAL ESTATE: A depiction of the proposed Lot in Hinsdale Meadows (herein after referred to as "Site Plan") on which the Unit is to be constructed, is attached hereto as Exhibit "C". Seller reserves the right to establish the placement of the Unit on the Lot as deemed advisable by the Seller's land planners, engineers or architects. Seller also reserves the right to make minor changes in the location of the Unit on the Lot prior to commencement of construction as deemed advisable by the land planners, engineers or architects and shall at closing provide Purchaser with a survey showing the exact location of the Unit on the lot.

6. SELECTIONS:

(a) Standard Selections, Options and Upgrades: Seller's representative shall meet with Purchaser to make selections of standard finishes, as well as options and/or upgrades, ("Options and Upgrades"). All Options and Upgrades requested by Purchaser shall be itemized

in a Customer Quote Report setting forth the individual and sum total of all such Options and Upgrades, the price of which shall be added to the Base Purchase Price and treated as Change Orders. Work on Change Orders shall not commence unless and until Purchaser has signed a Change Order Addendum to the Purchase Agreement, and has made the required additional deposit(s). Change Orders shall be considered structural in nature to the extent they require the movement and/or elimination of walls, ceilings, windows, doors, or portions of the foundations, as opposed to changes in materials or finishes. All interior finishes available for selection by Purchaser must be chosen by Purchaser within seven (7) days of notice from Seller. In the event that Purchaser fails to make all or any of such selections within such period of time, Seller may complete the Residence with selections Seller deems suitable, so as to avoid delays. Seller shall have the right to substitute materials, other than specified materials, with materials of equal or better quality.

- (b) Landscaping. Seller has included landscaping in the purchase price as set forth in the Specifications attached hereto.
- (c) Exterior Colors and Finishes. Exterior colors and exterior finishing materials for the Residence have been determined by Seller in order to assure the harmonious appearance of all residences and the overall design.

7. **LATE CHANGES:** Change Orders requested after specified construction milestones, shall be deemed Late Changes. Seller shall not be obligated to make any Late Changes that are structural in nature, and in any event, shall not be bound or liable to any extent for any modifications, changes, extras, or deviations hereafter, unless the same shall have been expressly authorized in writing by Change Order and approved by the Seller and Purchaser. Seller shall collect additional deposit(s) for such Change Orders in accordance with the provisions set forth in Paragraph 2 (e) above.

8. **DOCUMENTS:** This sale and purchase is subject to the following, each of which is made a part hereof:

- (a) **Declaration.** The Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter called the "Declaration"), which is or will be recorded by the Seller in the office of the Recorder of Deeds of Cook County, Illinois, by which the Property is submitted to the provisions of the Declaration.
- (b) **By-Laws.** The By-Laws for the Hinsdale Meadows Homeowner's Association which shall govern the maintenance and administration of Hinsdale Meadows Subdivision.
- (c) **Rules and Regulations.** The Rules and Regulations prescribed by the Developer and Homeowners Association for the Development.
- (d) **Projected Operating Budget.** A projected operating budget for the Homeowners Association. Such Operating Budget sets forth estimates of the operating costs, made in good faith by Seller, and nothing in this Purchase Agreement shall be deemed a warranty or guarantee, implied or otherwise, as to the actual costs that may be incurred, which may change due to material and/or labor prices, and/or other unforeseen circumstances.
- (e) **Plat.** The Plat of subdivision (hereinafter called the "Plat"), recorded with the Declaration, as may be amended from time to time, identifying the respective lots, including the Lot being purchased by the Purchaser hereunder.
- (f) **Floor Plan.** A floor plan of the subject Unit is attached and made a part of this Agreement as Exhibit "A".
- (g) **Specifications.** The attached Specifications which are made a part hereof as Exhibit "B".
- (h) **Site Plan.** The attached Site Plan depicting location of Lot and Unit within Hinsdale Meadows Subdivision and made a part hereof as Exhibit "C".

9. **INSPECTIONS, RELEASE AND INDEMNIFICATION:** Purchaser shall not enter the Construction Site without the express authorization of Seller. The Construction Site includes any and all areas within on or about the Development where improvements to the land or structures are staged or underway including, but not limited to, excavations, utility improvements, structures in process and material storage areas, whether or not activity is presently occurring.

Pre-Electric Walkthrough: Prior to the installation of mechanicals, including rough plumbing and rough HVAC (heating, ventilating and air conditioning), and approximately two (2) months after construction commences, you will have the opportunity to review progress of construction of the foundation and rough framing with the Seller's representative, and also to relocate or adjust the standard pre-specified locations for certain fixtures, including lights, switches, and outlets. To assure these meet with your approval, before the drywall is installed in your home, you will be contacted by the construction superintendent to set a meeting time with your Construction Superintendent at your home to review and approve the final electrical locations.

Pre-Drywall Inspection and Orientation: Prior to installation of drywall, and approximately two (2) weeks after the Pre-Electric Walkthrough, Purchaser shall be given notice at least three (3) days prior to the inspection date to inspect the Unit's rough plumbing, rough HVAC and rough electrical improvements with the Seller's representative. The purpose of the inspection is to verify that structural and mechanical elements are substantially in keeping with blueprints, Specifications and Change Orders. Seller may conduct the

inspection without Purchaser if Purchaser is unable to conduct the inspection within two (2) days of Seller's scheduled inspection date. An inspection report will be prepared noting any discrepancies to be addressed prior to installation of drywall.

Pre-Closing Inspection and Orientation: Approximately five (5) days prior to closing the Purchaser and Seller's Representative shall inspect the Unit being purchased hereunder. An Inspection Report shall be prepared listing all items to be completed, repaired or replaced. Seller will complete the items listed on the Inspection Report within thirty (30) days after closing, except weather related items shall be completed when weather permits and back ordered items shall be installed when received by Seller. Purchaser acknowledges that there shall be no holdbacks at closing for any items listed on the Inspection Report. Purchaser shall be responsible for any holdback required by his/her lender.

Purchaser acknowledges that the Construction Site contains many hazards, known and unknown, seen and unseen, that may cause property damage, bodily harm, injury or death. Purchaser acknowledges that Seller retains absolute authority to approve or disapprove entry upon the Construction Site. Purchaser acknowledges and accepts that entry to the Construction Site is NOT permitted: during working hours, nor prior to the Pre-Drywall Inspection, nor without appointment, nor unless accompanied by Seller's Representative, nor without proper clothing, footwear and other protective devices. Children and pets are strictly prohibited from entry to the Construction Site at any and all times.

In the event Purchaser enters the Construction Site, Purchaser hereby WAIVES and RELEASES any and all claims Purchaser or his or her heirs, executors, administrators, or personal representatives, may have which arise against the Seller, its partners, affiliates, officers, agents, employees, contractors, successors or assigns resulting from or in connection with Purchaser entering upon the Construction Site, including all manner of actions, causes of action, suits, damages, judgments, executions, claims and demands, ("Claims"), in law or in equity of every kind or nature whatsoever. Purchaser hereby further agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS the Seller, its partners, affiliates, officers, agents, employees, contractors, successors and assigns, from and against any of the aforesaid Claims which may be instituted by Purchaser or his or her, heirs, executors, administrators or personal representatives with respect to any of the aforesaid Claims which Purchaser may have now or in the future by reason of Purchaser's entry upon the Construction Site.

- 10. CLOSING:** This sale and purchase shall be closed through an escrow with a recognized title insurance company as escrowee (herein referred to as the "Closing Escrow") in accordance with the general provisions of the usual forms of deed and money, and mortgage lenders escrow agreements then furnished and in use by recognized title insurance companies with provisions for issuance by the title insurance company of its standard form of mortgage Title Insurance Policy to the Purchaser's mortgage lender and with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. The charges for the Closing Escrow if Purchaser has no mortgage will be equally divided between the Seller and the Purchaser. The charge of the escrowee for Purchaser's mortgage lender's escrow shall be paid by the Purchaser.

It is expressly understood and agreed that such escrow shall be created at or before the closing. Seller agrees that the deed shall be delivered to such escrow, but such deed shall not be recorded unless the full balance of the purchase price shall have been paid to Seller. Upon creation of the Closing Escrow, payment of the balance of all the purchase price as provided in paragraph 2 hereof, and all other amounts which may be due in accordance with this Agreement, shall be made by deposit therein. Purchaser shall complete the closing as and when requested to do so by the Seller or his/her mortgage lender. For the purpose of this Agreement the closing date shall be the date set by the Seller by written notice to the Purchaser. The notice shall be given to the Purchaser at least ten (10) business days prior to the closing date and at the time of the closing the Unit shall be Substantially Completed.

In the event the Purchaser is unable to close on the date of closing under this Agreement, at the option of Seller, all sums due and owing to the Seller shall accrue interest at eight (8) percent per annum, beginning as of the scheduled date of closing and continuing until such sums are paid in full. The regular monthly assessment and all other pro-rations shall commence as of the date of the scheduled closing and continue until such sums are paid in full.

A Unit shall be considered "Substantially Completed" as that term is used in this Agreement, at such time as all utilities are connected and in operating condition and the Unit is ready for occupancy, except for changes ordered by Purchaser, as evidenced by a temporary or permanent Certificate of Occupancy issued by the Village of Hinsdale, Illinois, or as determined by the Architect.

- 11. OCCUPANCY:** Purchaser shall be entitled to occupancy and possession of the Unit from and after the closing as defined in paragraph 10 hereof. At closing, Seller shall deliver to the Purchaser a temporary or permanent Certificate of Occupancy, issued by the Village of Hinsdale, Illinois, for the Unit constructed by Seller and being purchased hereunder.
- 12. SPECIAL WARRANTY DEED:** At the time of the creation of the Closing Escrow, Seller shall deposit in said escrow a Special Warranty Deed conveying to the Purchaser good title to the purchased Lot as described in Paragraph 1 (a) hereof. Title shall be subject to: (a) current taxes not due and payable; (b) covenants, conditions, easements, restrictions, and building lines of record; (c) applicable zoning and building laws and ordinances; (d) Declaration and Plat described in Paragraph 8 above; (e) acts done or suffered by Purchaser; (f) rights of public and quasi-public utilities to construct, maintain and access equipment on the land as disclosed by telephone pedestals, light poles, manholes, underground sewer lines, fire hydrants, telephone lines, conduits, wires, electric vaults, pedestals and boxes, and cable TV risers; (g) terms and conditions of sanitary sewer reciprocal easement agreement and water main easements; (h) prohibition of direct driveway access to 55th Street and County Line Road; (i) sign easements; (j) development

agreements with the Village of Hinsdale; (k) terms, provisions and conditions of no further remediation letters; (l) fence encroachments; and (m) grant of emergency access to the Village of Hinsdale.

13. REAL ESTATE TAXES: The property upon which Hinsdale Meadows Subdivision is located was previously subdivided into separate lots and Property Index Numbers ("PIN's") were assigned thereto. Hinsdale Meadows Subdivision has been or will be resubdivided and none of the previously assigned PIN's will match the Lots and Units currently being developed. The PIN's for the resubdivided Property will not be created until the year following the recording of the new Plat of Subdivision. Since real estate taxes are billed a year in arrears a tax bill with a separate PIN for the Purchaser's Unit may not be issued for two (2) or more years after the closing depending upon the time it takes the Tax Assessor to assign PIN's to the Lots in the Development. In view of the foregoing the Seller shall administer the real estate tax prorations as set forth below and it is mutually agreed that the provision of this paragraph including subparagraphs a, b and c below shall survive the closing.

- (a) Closing consummated during the year when the Unit is legally created and no Permanent Index Number (PIN) is assigned to the Unit: Seller shall pay the applicable tax bill(s) for the Property prior to the due date. Seller shall deliver a copy of the final tax bill(s) along with proof of payment to Purchaser. Purchaser shall pay to Seller, Purchaser's pro-rata share of such tax bill(s) as determined by Seller upon receipt of the final tax bill for each year until a separate PIN is assigned to the Unit. Purchaser shall pay to Seller the amount due within ten (10) days of notice from Seller. Since the tax bill(s) issued will be for undivided Lots encompassing multiple Units the Seller shall first prorate the tax bill among the Unit(s) to determine each Unit's share of the undivided tax bill and will then determine the Seller's share thereof based upon the date of closing. Purchaser shall notify the Tax Assessor's office of the name of the owner of record after the closing and after a specific PIN is assigned to the individual Unit.
- (b) Closing consummated when the Unit has been assigned a specific Permanent Index Number (PIN): Purchaser shall pay the tax bill for the Unit for the year of the closing prior to the due date. Purchaser shall remit a copy of the final tax bill along with proof of payment to Seller. Seller shall pay to Purchaser, Seller's prorata share of said taxes. Seller's prorata share of taxes shall be computed for the period commencing on January 1 of the year of closing and ending on the date of closing. Seller shall remit payment to Purchaser within thirty (30) days after receipt of written notice from Purchaser.
- (c) Failure by Purchaser to pay taxes: In the event Purchaser fails to reimburse the Seller for the Purchaser's proportionate share of real estate taxes allocated to the Unit by the Seller, when due, it is hereby mutually agreed that the Seller may, upon five (5) days prior written notice to the Purchaser at the address of the Unit, which notice may be delivered personally, or shall be presumed to have been received by Owner three (3) business days after mailing in the United States Mail from a location with regular mail pick-up, by certified or registered mail return receipt requested, record a lien against the Unit in the Office of the Cook County Recorder of Deeds for the unpaid taxes due Seller. Seller shall be entitled to charge the Purchaser for its attorney's fees and interest on the amount due from the date of recording until paid, at the statutory judgment interest rate. A copy of the recorded lien shall be mailed to the Purchaser at the address of the Unit within fourteen (14) days after it is recorded.

14. TITLE POLICY: Seller shall furnish to Purchaser a customary form of extended coverage owner's title insurance policy issued by a recognized title insurance company selected by the Seller in the amount of the purchase price, showing title in Purchaser, subject only to the matters which this sale is subject by the terms hereof and standard objections contained in owner's title insurance policies issued by the title insurance company, and any matter created or caused by Purchaser.

15. DEFAULTS: If the Purchaser shall fail to make any payments herein provided or shall fail or refuse to carry out any other material obligation required of the Purchaser under the terms of this or any supplemental agreements made a part hereof within ten (10) days after written notice from Seller, then at the option of the Seller, the Seller may terminate this Agreement, and all sums theretofore paid by Purchaser shall be paid to or retained by the Seller as liquidated damages. If, subject to the provisions of Paragraph 1 (b) hereof, the Seller fails to close within ninety (90) days after the Completion Date, through no fault of the Purchaser, the Purchaser may within five (5) days after said ninety (90) day extension, notify the Seller in writing of Purchaser's desire to terminate this Agreement, and upon timely service of such notice on the Seller, (five (5) days) the Seller shall return the Purchaser's Construction Deposit(s) and the Agreement shall terminate and be of no further force or effect. In the event no such notice is served upon the Seller within the time specified (five (5) days), this Agreement shall remain in full force and effect, and the closing shall proceed pursuant to Paragraph 10 hereof. Purchaser agrees that in the event of a default by the Seller the Purchaser's sole remedy against the Seller shall be the return of the Construction Deposit and that in no event will Purchaser be entitled to recover consequential, special or punitive damages from the Seller.

16. NO ASSIGNMENT OR RECORDING: Purchaser shall not assign this Agreement or any interest therein without Seller's prior written consent. Purchaser shall not record this Agreement or any memorandum thereof.

17. ACCEPTANCE OF DOCUMENTS: Purchaser acknowledges receipt of a copy of the Declaration of Covenants, Conditions, Easements and Restrictions recorded or to be recorded in the Office of the Recorder of Deed of Cook County, Illinois, the By-Laws, the Rules and Regulations, the Projected Operating Budget, and the Certificate of Limited Warranty, and Purchaser agrees to fully comply therewith.

Purchaser(s) Initials _____

Purchasers Initials: _____

Sellers Initials: _____

- 18. SERVICES, INCLUDING MANAGEMENT:** Until such time as the Board of Directors of the Homeowners Association is elected, the Seller shall have the right to enter into contracts or leases, for such periods of time and upon such reasonable terms as Seller shall determine, to provide the Development with all necessary or convenient services. The Purchaser agrees that the Managing Agent for Hinsdale Meadows shall be Chicagoland Management & Realty Inc. or such other agent selected by the Seller, for a period not to exceed two (2) years from the date of closing of the last unit sold in the Development, and shall be compensated for such services in accordance with the annual operating budget of the Association.
- 19. RESERVED RIGHTS:** During construction and prior to final payment, Seller shall have sole control and exclusive possession of the Development, Unit and Lot. For the purpose of completing the promotion and sale of the Development, Seller and its agents are hereby given full right and authority to maintain in Hinsdale Meadows until the sale of the last lot in the Development Site, advertising signs, model homes, sales office banners and lighting in connection therewith, together with the right of ingress and egress therefor. The Seller also reserves the right to change the land plan, increase the density, change unsold unit and lot sizes, include the construction of attached single family units within Hinsdale Meadows Subdivision and make any further amendments or changes in the recorded plat necessitated thereby, all subject to the approval of the Village of Hinsdale, Illinois and to which the Purchaser hereby consents.
- 20. NOTICES:** All notices, demands, and other communications given pursuant to this Agreement shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the recipient party at the address given in this Agreement, (ii) hand delivered by local courier or national overnight delivery service (which maintains delivery records) to the recipient party at the address given in this Agreement, or (iii) sent by email to the recipient party at the email address given in this Agreement, with evidence of delivery, and with a copy delivered by first class, United States Mail. All notices to Seller shall include a copy of the notice to Stocker and O'Neil, LLP, 3501 N. Southport Avenue, #490, Chicago, Illinois 60657, email: john@stockerandoneil.com.
- 21. REMEDY:** In the event of any legal action at any time whatsoever by or on behalf of a Purchaser against the Seller, its agents, servants and partners for any claim or cause of action arising directly or indirectly from the purchase of a Lot and Unit, then, at the option of the Seller, its successors and assigns, within a period of one year from the date of the institution of said action, and upon sixty (60) days written notice, the Seller, its successors and assigns, may tender back to the Purchaser the purchase price plus ten (10%) percent as liquidated damages, for all damages of any kind and nature whatsoever, and the Purchaser shall tender a Warranty Deed, merchantable title, title insurance guaranty policy, and possession of the Lot and Unit in full compliance with the terms of the Purchase Agreement and Declaration, and the transaction shall be deemed rescinded. This paragraph shall not bar Purchaser from filing suit to enforce the Limited Warranty.
- 22. CONDITIONS AND COVENANTS:** The provisions, conditions and covenants contained in this Agreement, other than those concerning the delivery of a deed to the Purchaser, shall not be deemed to be fulfilled or waived by the delivery or recording of the deed hereunder, and are expressly intended to survive the deed as covenants binding upon the parties hereto.
- 23. BROKERS:** Unless otherwise set forth in this Agreement, Purchaser warrants that no broker other than a representative of Hinsdale Meadows, LLC has been involved in submitting or selling the Unit.
- 24. LIMITED WARRANTY AND WAIVER-DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY:**
- (a) Illinois law provides that every contract (Purchase Agreement) for the construction of a new home, townhome or condominium, such as this Agreement, carries with it a warranty that, when completed, the residence will be free from defects and will be fit for its intended use as a residence. This law further provides that this implied warranty of habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects, such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the Purchaser. However, the law also provides that a Developer/Seller and Purchaser may agree, in writing, as per this Agreement, that this implied warranty is not included as part of their particular contract.
 - (b) Seller agrees to deliver to Purchaser, through the Closing Escrow, a Certificate of Limited Warranty for the Unit, a copy of which Purchaser hereby acknowledges has been delivered to Purchaser prior to the execution of this Agreement. Purchaser agrees to accept the Certificate of Limited Warranty as a substitute for the implied warranty of habitability and to sign a copy of same at closing.
 - (c) SELLER HEREBY DISCLAIMS AND PURCHASER HEREBY WAIVES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE UNIT AND COMMON ELEMENTS AND THE IMPLIED WARRANTY OF HABITABILITY, AND IN PLACE OF SUCH WARRANTIES, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, STATUTORY OR CASE LAW OR OTHERWISE, ACCEPTS THE LIMITED WARRANTY DESCRIBED IN THE CERTIFICATE OF LIMITED WARRANTY TO BE DELIVERED TO PURCHASER AT CLOSING.
 - (d) By execution of this Agreement, Purchaser acknowledges that he/she has received, read and understands the Certificate of Limited Warranty to be delivered to Purchaser at closing, and that there are no warranties of any kind made herein with respect to the construction of the Unit and Common Elements except for the limited warranties made in said Certificate of Limited Warranty.

PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT IF A DISPUTE ARISES WITH SELLER AND THE DISPUTE RESULTS IN A LAWSUIT, PURCHASER WILL NOT BE ABLE TO RELY ON THE IMPLIED WARRANTY OF HABITABILITY, DESCRIBED IN SUBPARAGRAPH (a) ABOVE, AS A BASIS FOR SUING THE SELLER OR AS THE BASIS OF A DEFENSE IF SELLER SUES THE PURCHASER.

(e) The provisions of this paragraph shall survive the closing and delivery of the deed to Purchaser.

25. ENTIRE AGREEMENT: This Agreement and the matters expressly referred to herein constitute the entire agreement between the parties. No representations, warranties, undertakings, or promises, whether oral, implied or otherwise, have been made by either Seller or Purchaser to the other unless expressly stated herein, or unless mutually agreed to in writing between Seller and Purchaser. The Agreement shall not be binding unless signed by both parties. All amendments and supplements hereto, if any, shall be in writing and executed by both Seller and Purchaser. Time is of the essence of this Agreement.

26. RIDERS: Riders, Exhibits or Supplements attached hereto are incorporated herein.

DATED this ____ day of _____, 20_____.

PURCHASER(S):

Name: _____

SELLER:

HINSDALE MEADOWS, LLC
An Illinois Limited Liability Company

By: J-Hinsdale Meadows Partners, LLC, Manager

Name: _____

By: _____
Jerry S. James, Manager of J-Hinsdale
Meadows Partners, LLC