



**EXHIBIT NO. 5**

**UNIT PURCHASE AGREEMENT**

(See Attached)

## UNIT PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ENROUT PROPERTIES, LLC, a West Virginia limited liability company, sometimes hereinafter referred as "Seller"; and \_\_\_\_\_, having an address of \_\_\_\_\_ and a telephone number of (\_\_\_\_)\_\_\_\_\_, hereinafter referred to as "Purchaser".

WHEREAS, Seller is the developer of a certain common interest community known as Harvest Ridge (the "Community"), situate in Clinton District, Monongalia County, West Virginia;

WHEREAS, Seller has caused to be recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, a Declaration of Common Interest Community for Harvest Ridge and all current amendments thereto (the "Declaration");

WHEREAS, the Declaration, among other things, sets forth in great detail, restrictions and protective covenants to which all units of the Community, including the units described herein) are subject;

WHEREAS, Seller has also caused or will cause to be recorded plats and maps of the Community establishing the perimeters of the Community, the locations and sizes of units, the common elements, limited common elements, and certain other areas which are clearly designated as "NEED NOT BE BUILT";

WHEREAS, attached to the Public Offering Statement for the Community, which has been received by Purchaser, are copies of the Articles of Incorporation and By-Laws of Harvest Ridge Property Owners Association, Inc. (the "Association") which establishes the organization to manage the Community and enforce its rules, regulations, restrictions and protective covenants;

WHEREAS, prior to execution of this Agreement, Purchaser has been given a copy of the Public Offering Statement for Harvest Ridge, which Purchaser affirms to have read and understood; and

WHEREAS, this Purchase Agreement incorporates all the terms and conditions of the Public Offering Statement and the Declaration and all exhibits thereto.

NOW, THEREFORE, WITNESSETH: In consideration of a deposit of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) earnest money paid by Purchaser to Seller, the receipt of which is hereby acknowledged (Deposit), to be held in a non-interest bearing escrow until closing and applied to the purchase price at that time, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller for the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), Unit \_\_, Phase \_\_, of Harvest Ridge, Clinton District, County of Monongalia, State of West Virginia, as shown upon the official plat thereof, of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia in Map Cabinet 5 Envelope 8A, together with all easements, appurtenances and rights relating thereto as defined in the Declaration (the "Unit") upon the following terms, conditions and covenants:

1. PAYMENT OF PURCHASE PRICE. The total purchase price shall be payable in full upon delivery of the deed at closing.

Seller agrees to convey the Unit to Purchaser by General Warranty Deed, free and clear from all encumbrances and liens, but subject to:

- (a) The Declaration, and amendments thereto, and all matters or documents referenced therein;
- (b) The Articles of Incorporation, By-Laws and rules and regulations of the Association, including liability for payment of assessments;
- (c) The Public Offering Statement and all matters or documents referenced therein; and
- (d) All matters of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, that encumber Seller's chain of title.

Said deed shall be prepared at Seller's expense, and the Seller agrees to pay the real estate excise tax.

2. CONSUMMATION OF SALE. Upon the signing of this Agreement, the Seller and Purchaser shall have \_\_\_\_\_ (\_\_\_\_) days in which to consummate the sale. If the Purchaser defaults

in the performance of any of the obligations imposed by the terms hereof, the Seller may, at its option, treat this Agreement as null and void and retain the earnest money deposited herewith as partial damages for failure of the Purchaser to perform this Agreement. In the event the Seller is unable to convey to the Purchaser clear title by a General Warranty Deed within a period of \_\_\_\_\_ ( ) days from the date of this Agreement, the Purchaser may, at his or her option, treat the Agreement as null and void and the Seller must immediately return said earnest money to the Purchaser without any liability upon the Seller for failure to convey the Unit.

3. CLOSING. Possession of the Unit is subject to the Uniform Common Interest Community Ownership Act of West Virginia (the "Act") and Purchaser must consult that Act for its terms and conditions of resale.

In the event Purchaser fails to settle/close for any reason other than the failure of Seller's title or refusal of Purchaser's lender to loan the necessary purchase money to Purchaser, at Seller's option, Purchaser's Deposit and all other sums paid by Purchaser to date shall be forfeited to Seller as partial damages. If Purchaser is in default, it is further agreed, that in addition to any other remedies and damages available to Seller, Purchaser shall be responsible for all reasonable expenses incurred by Seller in preserving the Unit and attempting to re-sell it, including but not limited to, interest paid on loans in existence on the Unit at the time of breach to the time of resale, loss of use of equity and the difference between the net sales proceeds of this Agreement and the final net sales proceeds of the resale, and all reasonable attorneys' fees incurred by Seller as a result of Purchaser's default.

4. RISK OF LOSS. The risk of loss or damage to the Unit by fire or other casualty shall remain with the Seller until the properly executed deed to the Unit is delivered to Purchaser or Purchaser's agent.

5. PROPERTY OWNERS ASSOCIATION. Purchaser, by execution of this Agreement, agrees (a) to comply with all of the provisions of the Declaration, and exhibits attached thereto, (b) to abide by all of the rules and regulations adopted by the Harvest Ridge Property Owners' Association, Inc., as

described in the Declaration and the By-Laws of the Association, and as may be subsequently amended, and (c) to pay and acknowledge continuing liability to pay all dues and assessments properly levied against the Unit by the Harvest Ridge Property Owners' Association, Inc. The terms of this paragraph shall survive and not merge with the delivery, acceptance, and recordation of the deed of conveyance.

6. REAL ESTATE TAXES. Seller and Purchaser shall prorate real estate taxes on a calendar year basis as of the date of Closing. If the Unit is assessed as part of a larger parcel of land, for the year of closing and any subsequent years, Seller shall pay the assessment for the larger parcel of land and Buyer shall reimburse Seller for Buyer's prorata share of real estate taxes for the Unit within 30 days of receipt of an invoice therefore. This paragraph shall survive closing of the sale/purchase of the Unit.

7. ASSESSMENTS. Unless deferred pursuant to the terms of the Declaration, at closing, Purchaser shall pay to the Homeowner's Association an initial assessment of \$200.00 per Unit purchased and a road impact fee of \$500.00 per Unit purchased. At closing, Purchaser shall pay to seller a sewage tap fee equaling the amount of the sewage tap fee charged to the Seller by the Morgantown Utility Board for each Unit purchased by the Purchaser. These assessments are more fully described in the Public Offering Statement and the Declaration.

8. AMENDMENT OR CHANGE OF INSTRUMENTS.

(a) Seller reserves the right, upon notice to Purchaser and prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the instruments as may be approved or required by any permanent lender, public authority or title company insuring title, provided that:

(i) The purchase price hereunder shall not be increased; or

(ii) A material physical modification of the layout or location of the Unit shall not be required; or

(iii) The financial obligations of Seller hereunder shall not be changed.

(b) Notwithstanding anything contained herein to the contrary, Seller reserves the right, to whose exercise Purchaser agrees, to amend the Declaration, the Public Offering Statement and all its exhibits at any time permitted by law.

9. ASSIGNMENT. This Agreement may not be transferred or assigned by Purchaser. Purchaser expressly agrees not to offer for sale, list with a real estate agent or broker for sale, market or attempt to sell, market or convey the Unit or any contract rights to purchase the Unit, prior to the recordation of the deed of conveyance of the Unit to Purchaser.

10. MERGER. All understandings and agreements heretofore made between the parties hereto are contained in this Agreement which expresses the parties' entire agreement, and no representations, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by all of the parties hereto. Any changes or modifications made to this Agreement must be reduced to writing, signed by all parties hereto and attached hereto and made a part hereof. Except as expressly provided to the contrary herein, the terms of this Purchase Agreement shall merge into and not survive the delivery and recordation of the deed of conveyance except as provided in Paragraphs 5 and 6.

11. NOTICE. Whenever, by term of the Agreement, any notice is required to be given unless specifically otherwise provided, notice shall be conclusively considered given when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to Purchaser at his address and to the Seller at its address.

12. MISCELLANEOUS. The Laws of the State of West Virginia shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The parties to this Agreement mutually agree that it shall be binding upon them and each of their respective heirs, personal representatives, successors and assigns. The invalidity of any provision of this Agreement shall not affect the validity or

enforceability of any other provision hereof. The captions of this Agreement are for the convenience of the parties and shall not be considered as a material part hereof.

13. POSSESSION. Purchaser may take possession of the Unit at Closing

14. TITLE. Title to the Unit is to be held as follows: \_\_\_\_\_

15. CHAIN OF TITLE. For title examination purposes, Seller took title to the Unit by the following deed(s):

<u>Grantor</u>	<u>Date</u>	<u>Deed Book Reference</u>
Adrian Enterprises LLC	1/17/07	Deed Book 1333, Page 333
Adrian Enterprises LLC	1/30/07	Deed Book 1334, Page 72

16. CANCELLATION.

YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 15 DAYS OF RECEIPT OF A PUBLIC OFFERING STATEMENT. IF YOU HAVE EXECUTED THIS AGREEMENT MORE THAN 15 DAYS AFTER RECEIVING THE PUBLIC OFFERING STATEMENT, YOU MAY ONLY CANCEL THIS AGREEMENT ACCORDING TO THE TERMS SET FORTH HEREIN.

IF YOU DECIDE TO CANCEL THIS AGREEMENT, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE YOU SEND SAME

(POSTMARK) TO: Enrout Properties, LLC  
1445 Stewartstown Road  
Morgantown, WV 26505

17. OTHER CONDITIONS.

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PURCHASER SHOULD NOT RELY UPON REPRESENTATIONS OTHER THAN THOSE INCLUDED IN THIS AGREEMENT AND THE PUBLIC OFFERING STATEMENT AND ALL ATTACHMENTS THERETO.

The Parties hereto have set their hands and seals the day first above written.

SELLER: ENROUT PROPERTIES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

PURCHASER:

\_\_\_\_\_

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