

under applicable law except that Buyer may not seek specific performance of Seller's obligations.

This paragraph will survive (continue to be effective after) closing.

11. Radon Gas and Lead Based Paint Disclosure:

Pursuant to Florida Statutes 404.056, Seller herein notifies to Buyer as follows: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient and behavioral problems. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead based paint hazard from risk assessment or inspection in the seller's possession and notify the Buyer of any known lead-based paint hazard. A risk assessment or inspection for possible lead based paint is recommended prior to purchase.

12. Sales Promotion Right of Developer:

The Buyer acknowledges and agrees that, for the purpose of completing this sale of the units within The Townhouses of Plantation Condominium development in which the Property is located, Seller shall have the right and authority to maintain or establish, within such development, models, sales and construction offices, advertising signs and banners, lighting and all other activities normally associated with the sale, and development of a residential real estate development until one year after the closing of the last unit in said developments.

13. Attorneys' Fees:

In the event that any litigation is commenced respecting this agreement, the unit or the application or regulations to any aspect of this transaction, the prevailing party shall be entitled to attorneys' cost and expenses.

14. No Assignment:

The Buyer shall not assign or transfer this Agreement without Seller's prior written consent, which consent may be withheld arbitrarily, and Seller's refusal to consent to such an assignment will not afford Buyer any claim for damages or other relief against Seller. The Seller may freely assign or otherwise transfer all of its rights and obligations under this Agreement, and upon assumption by Seller's assignee of all obligations under this Agreement, Seller shall be relieved of all obligations to Buyer.

15. Termination of Agreement:

The Seller has the right to terminate this purchase agreement if in his sole opinion, the sales of the development are too few and/or the development is not feasible to the Seller. The Seller shall notify the Buyer by Certified Return Receipt Mail of his decision and refund the deposit by Certified Return Receipt Mail. The Seller shall direct the Escrow Agent to return the deposit to the Buyer. No release shall be required from Buyer.

16. Waiver of Jury Trial and Venue:

To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement. The parties agree that venue for any proceeding brought to enforce this Agreement shall be maintained in Broward County, Florida.

17. Construction Industries Recovery Fund:

Payment may be available from the Construction Industries' Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed Seller. For information about the recovery fund and filing a claim, contact the Florida Construction Licensing Board at the following telephone number and address: 7960 Arlington Expressway, Jacksonville, Florida 32211-7467; (904) 727-6530.

18. Warranties:

As-is purchase. Except for such representations and warranties as are set forth in the condominium documents or otherwise in this agreement, the Buyer acknowledges that the Buyer is purchasing the unit "as is" and confirms that neither Seller or Seller's agents have made any representations or warranties concerning or with respect to the unit or the development, construction, ownership, use, or operation thereof and purchaser is relying upon purchaser's investigation of the property in making its decision to purchase the property.

19. Appliance :

The Seller does not warrant the appliances. The appliances are sold in AS IS condition.

20. Notice to unit Buyers about mold, mildew, fungus, spores and chemical in construction products:

Every unit contains products that have water, powders, solids and industrial chemicals that are used in constructing the unit. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the molds, mildews, fungus, spores or chemicals that may adversely affect you or member of your family.

The unit which you are purchasing contains materials which contain or are affected by mold, mildew, fungus, spores and chemicals. The construction products used in building your unit contain, among others, some of the following chemicals in measurable amounts:

- Water (contains or allows growth of molds, mildew and fungus)
- Formaldehyde(e.g. in carpeting and pressed wood products)
- Arsenic (e.g. in treated wood products)
- Fiberglass (e.g. in insulation products)
- Petroleum and Petroleum Products (e.g. in vinyl and plastic products)
- Methylene Chloride (e.g. in paint thinners)

If you are not comfortable with the fact that these chemicals or substances exist in some amount in the unit you are purchasing, you should not purchase this unit.

Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. The unit Buyer understands and agrees that the Seller/Builder is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which the Buyer may experience as a result of mold, mildew, fungus or spores. It is the unit Buyers' responsibility to keep the unit clean, dry, well ventilated and free of contamination. Electronic air filters that may assist in effective air filtration are available at additional cost.

The Buyer understands and agrees that the Seller is not responsible and hereby disclaims any responsibilities for any illness or allergic reaction which the purchaser may experience as a result of mold, mildew, fungus, or spores.

21. Occupied Unit Contingencies:

If the unit is currently occupied by a tenant whose right of first refusal has not yet expired, this agreement is contingent upon the expiration or written waiver of the right of first refusal by the

current tenant. The Seller shall notify the Buyer when this contingency has been met or waived.

The unit has been previously occupied by someone other than the Buyer. The unit may be transferred subject to a lease. In such a case the Seller shall assign such lease, and the security deposit to the Buyer and Buyer shall assume the obligations of the landlord for the security and for the obligations under the lease which arise or accrue on and after the closing. If the unit is sold subject to a lease, copy of the lease is attached hereto.

22. Facsimile:

A facsimile copy of this Purchase Agreement and any signature thereon shall be considered for all purposes as originals. The date of the Contract (effective date) will be the date when the last party has signed this offer.

23. Subordination to Seller's lender:

This contract is and will be subject and subordinate to the liens of any mortgage on the property; provided however that Seller shall cause any such mortgage to be discharged with the proceeds of the sale of the Condominium Unit.

24. Notice of Access to Database regarding the Location of Sex Offenders:

The Florida Department of Law Enforcement ("FDLE") maintains for public access a database of the location of sexual predators and sex offenders. The database is updated regularly and is a source of information about the presence of these individuals in any community, FDLE has established a toll free number that allows the public to request information about sexual predators and sex offenders living in the communities and around the State.

25. Return of Condominium Documents:

If this agreement is canceled for any reason, Buyer will return to Seller all of the Condominium Documents delivered to him in the same condition received, reasonable wear and tear accepted. If Buyer fails to return the Condominium documents, Buyer agrees to pay Seller \$50.00 to defray the cost of preparation, printing and delivery.

26. Condominium documents:

The Buyer further acknowledges that, prior to the Buyer's execution of this Contract, Seller or Seller's agent has delivered to Buyer and Buyer has received a copy of the Condominium Documents. The Buyer agrees to abide by and be bound by all the terms and conditions contained in the Condominium Documents and any amendments thereto, which agreement shall survive the Closing (as hereinafter defined) contemplated here by and delivery of the Special Warranty Deed from Seller conveying the property to Buyer. The Buyer acknowledges that the Association has a lien right against the property for unpaid assessments. The Buyer accepts the same and considers the provisions thereof to be fair and reasonable. The Buyer represents and understands that his primary inducement to contract is the purchase of the Unit and not the availability of or representations regarding any contingent or proposed plans for development. The Seller reserves the right, in its sole discretion, to modify, change or amend the foregoing Condominium Documents, including the right to change the legal descriptions of the real property on which the Unit is located, and Buyer authorizes and empowers Seller to file and record, on behalf of Seller and Buyer, respectively, all documents and papers required or desired to be filed in order to do so and to legally create and maintain the Association. After closing, Buyer will have no remedy for any changes Seller may make or has made.

27. Maintenance Fees.

The Buyer understands and agrees that the Estimated Operating Budget for the Association contained in the Condominium Documents provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly levels of assessments shown

in the Condominium Association Budget for the unit are guaranteed, if at all, in the manner stated in the Condominium Documents. The Budget itself (as opposed to the levels of assessments payable to the Association), however, is not guaranteed to accurately predict actual expenditures. Changes in the applicable Budget may be made at any time to cover increases or decreases in actual expenses or in estimates. It is intended that the Seller, as the sole Unit Owner upon the formation of the Condominium, will vote not to provide any reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial description is recorded. Thereafter, on an annual basis, a majority of the Association's members other than the Seller may vote to continue not to provide any reserves. If such a vote is in face made to waive reserves, the assessments per unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - With Reserves".

28. Notices.

All notices from Buyer to Seller must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested. Unless this Agreement states, otherwise, any notices from Seller to Buyer may be by regular mail, certified mail or by personal delivery. All notices to Buyer shall be sent to the address on the first page of this Agreement. All notices to Seller shall be sent to 4780 NW 9 Court Plantation, Florida 33317. A change of an address is not effective until received. All other written notices are effective on the day they are mailed whether or not received, unless receipt of such notice is expressly required by some other portion of this Agreement.

29. Notification of Lawsuit:

Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction's defect in your home. Sixty days before you file your lawsuit, you must deliver to the contractor, subcontractor, supplier or design professional a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers or design professionals. There are strict deadlines and procedures under Florida law.

30. Miscellaneous:

This agreement shall not be recorded in the Public Records of Broward County, Florida. Buyer and Seller as used in this agreement shall include the male or female gender and the singular or plural wherever the context hereof so requires.

If the property is damaged by fire or other casualty prior to closing, Seller will have to decide whether or not to repair the property. If the damage will not be repaired, this Contract will be terminated and all deposits already paid will be returned to Buyer.

Should any part, clause, provision or condition of this Agreement be held to be void, invalid or inoperative, the parties agree that such invalidity shall not affect any other part, clause, provision or condition thereof, and that the remainder of this Agreement shall be effective as though such void part, clause, provision or condition had not been contained herein.

The Buyer represents and warrants that there was no real estate broker (other than those brokers who have signed brokerage agreements with Seller to sell houses in this development, provided said brokerage agreements are in full force) instrumental in procuring this purchase, and Buyer agrees to indemnify and hold Seller harmless against and from all liabilities, including attorney's fees, arising from any claims for brokerage commissions or finder's fees arising from any dealings or negotiations had by Buyer with any broker or any other person relating to this purchase.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE

OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OR RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS AVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE AGREEMENT SHALL TERMINATE AT CLOSING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Buyer:

Signature of Witness

Name of Witness (Please Print)

Signature of Witness

Name of Witness (Please Print)

Signature of Buyer

Name of Buyer (Please Print)

Signature of Buyer

Name of Buyer (Please Print)

Seller:
Advenir@Townhouses, LLC,
a Florida Limited Liability Company

Name of Witness (Please Print)

Signature of Witness

Name of Witness (Please Print)

Signature of Witness

Exhibit "10"

PREPARED BY:

Maria Fernandez-Valle, Esq.
10570 N.W. 27th Street
Suite 103
Miami, Florida 33172

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that Suntrust Bank, the holder of a first mortgage on the property recorded on this _____ day of _____, 2002 in Official Records Book _____, at Page _____, all of the Public Records of Miami Dade, Florida, encumbering the described real property attached hereto, does hereby consent to the Declaration of Condominium for The Townhouses of Plantation Condominium, for the purposes of consenting thereto. This consent being attached to the original Declaration of Condominium.

NOW, THEREFORE, the Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provision, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of The Townhouses of Plantation Condominium, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents used in connection with the promotion of The Townhouses of Plantation Condominium. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be signed by its proper corporate officers and the seal affixed, this _____ day of _____, **2003**.

WITNESSES:

Suntrust Bank

BY: _____

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, personally appeared, _____, as President on behalf of Suntrust Bank, to me well known and known to me to be the person described in and who executed the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal on this _____ day of _____, **2003**.

NOTARY PUBLIC

Exhibit "11"