

CONTRACT TO PURCHASE REAL PROPERTY - ANNISVILLE OAKS

THIS AGREEMENT, made this ____ day of _____, 200__ A.D.

1. PRINCIPLES: Between Green Family Investment Company, LLC, of 121 East Leasure Avenue, New Castle, PA 16101 (724) 656-9578, hereinafter SELLER, and _____ residing at _____ (_____) hereinafter called BUYER.

2. PROPERTY: Witnesseth; SELLER hereby agrees to sell and convey to BUYER, who agrees to purchase ALL THAT CERTAIN piece of land known as **LOT NUMBER** _____ and containing _____ acres more or less in the **ANNISVILLE OAKS** Subdivision plan of lots, located in Washington Township, Butler County, Commonwealth of Pennsylvania per survey dated July 9, 2004, and recorded in the Butler County Plan Book Volume 275, Page 50, on August 5, 2004 .

3. TERMS: Purchase Price-----
and NO/100 DOLLARS.....\$
which shall be paid to the SELLER by the BUYER as follows:.....\$
a. Hand Money.....\$
b. Cash or check at signing of this AGREEMENT.....\$
c. Balance due at closing (Cash or Certified or Cashier’s Check).....\$
d. If, for any reason, the SELLER cannot give clear Title by way of General Warranty Deed, this contract to Purchase Real Property is voided and any funds shall immediately returned to the BUYER.

4. SPECIAL CLAUSES:
a. It is understood and agreed that this land may be subject to zoning ordinances, restrictions, reservations, rights-of-way and easements of record.
b. SELLER will provide copy of current Title Search summary to BUYER. SELLER suggests BUYER obtain a Title Search and Insurance Policy in the near future, especially when adding buildings and other improvements to the land.
c. SELLER has done soil tests (pit and perc) in compliance with Pennsylvania Department of Environmental Protection and has located soils suitable for on-site septic system. Buyer understands that other locations on the property may not be suitable since soil conditions may vary widely. Permit for installation will be obtained and paid for by BUYER when preparing to build.
d. SELLER will provide BUYER with copy of final survey drawing (of subdivision only).
e. This is a CASH sale with a DEED provided at closing and transfer taxes shall be split equally between the SELLER and the BUYER.
f. This contract is assignable to another party by the SELLER only; with continuation of all terms and conditions as contained herein.

5. COVENANTS AND DEED RESTRICTIONS: (TO BE ADDED TO THE DEED)
This land shall be subject to the following Restrictions and Covenants which shall run as covenants with this land and shall be binding on the undersigned and all persons claimed under it, their heirs, successors and assigns for this purpose.
1: No noxious, illegal or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an unnecessary annoyance or nuisance to the neighborhood. This shall include:
a. Disrupting the peace, quiet and domestic tranquillity of the Subdivision;
b. Creating excessive or unpleasant odors or fumes, noises or vibrations, glare or reflections, fire hazards, toxic or hazardous materials or situations, electrical interference.
2: The minimum square footage of finished living area shall not have less than 1500 square feet of heated living space. There shall be no mobiles, trailers or double-wide homes erected on this land with the following exception: A new or used single-wide or double-wide mobile home may be erected prior to construction of a permanent, non-single OR doublewide home for a period not to exceed three years. This three year period shall commence when such a single OR double-wide mobile is first placed on the land. Prefabricated, modular and other construction type houses shall be allowed as long as the finished house has the look and quality of a custom or stick-built house. SELLER shall have the option of seeing a picture or house plans of any home that may be of questionable quality.
3: There shall be no storage or dumping of garbage, rubbish, trash, or unused building materials and no abandoned or junked automobile or vehicle on this land.
4: No present or future owners shall enter into any agreements, contracts or reservations regarding minerals or timber. Exploration for, or selling of, reserving or assigning of, seeking royalties or consideration for any minerals upon, within or under the land is absolutely forbidden in perpetuity and shall be a primary and permanent restriction upon all title or possession interests in this land.
5: No lot shall be used for any purpose other than for one single family residence use along with any out-buildings desired by the owner. No lot shall ever be further subdivided into smaller parcels. Lots may be combined by any owner.

These covenants are made for the common benefit of all property owners who by their acceptance of their respective deeds. shall be conclusively deemed to have accepted and agreed to these covenants, so that if the owner or occupant of any lot shall at any time violate any of these covenants or restrictions herein contained, it shall be lawful for any person or person owning a lot or home in said plan to prosecute a proceeding at law or in equity against such person or persons violating, or attempting to violate any such covenants and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses and attorney’s fees incidental to such action.

6. CLOSING:

BUYER can choose closing agent: BUYERS attorney whose responsibility shall be to draw up the DEED and MORTGAGE with all terms and conditions contained herein, or we suggest using the law offices of Attorney Philip P. Lope (207 Grandview Ave., Zelenople, PA 16063, 724/452-5020), who has done the original Title Work on this property when the SELLERS first bought it. There will be closing costs to the BUYER.

POSSESSION is given at closing which shall be on or before _____

BUYER hereby acknowledges that he/she has inspected the property and has received a copy of this contract.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals the day and year first written above.

Sign: _____
Witness as to BUYER:(Print)

Sign: _____
BUYER:(Print)
SS# _____

Sign: _____
Witness as to BUYER:(Print)

Sign: _____
BUYER:(Print)
SS# _____

Sign: _____
Witness as to SELLER:(Print)

Sign: _____
SELLER: James A. Green, Jr., Managing Member

Sign: _____
Witness as to SELLER:(Print)

Sign: _____
SELLER: Mark A. Green, Managing Member

NOTICE

In accordance with the provisions of “The Bituminous Mine Subsidence and Land Conservation Act of 1966”, I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word “notice” printed in twenty-four point type.

WITNESS:

Note: This coal notice gets attached to all Deeds, in every property transfer in PA. No mining of any kind was done on this property, but the coal notice is law.