

RESERVATION AGREEMENT

WESTVIEW PLACE, A CONDOMINIUM

THIS RESERVATION AGREEMENT is made and entered into this _____ day of _____, 2006, by and between Westview Developers, LLC, a Florida limited liability company, as Seller, or its successors and assigns (the “**Developer**”) whose address is 1920 East Hallandale Beach Boulevard, Suite 705, Hallandale, Florida 33009 and _____ (the “**Purchaser**”), whose address is _____, telephone number (home) (_____) _____; (office) (_____) _____.

WITNESSETH:

WHEREAS, Developer is developing a residential condominium development in Miami-Dade County, Florida to be known as **Westview Place, a Condominium** (the “**Condominium**”), but has not platted nor prepared a final condominium plat nor unit floor plans for the Condominium; and

WHEREAS, Purchaser desires to reserve the right to purchase on a priority basis one of the proposed residential units of the Condominium, and Developer is agreeable to granting such right.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. Reservation of Unit

Purchaser reserves the right to purchase Unit _____ in the Condominium (the “**Unit**”) for \$ _____, in accordance with the terms and conditions of this Reservation Agreement. No assurance is given as to the price in the Purchase Agreement (as defined below).

II. Deposit

Purchaser shall pay to Developer as a deposit toward the purchase price for the Unit the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the “**Deposit**”) on the full execution of this Reservation Agreement, receipt of which is acknowledged by the Developer (if paid by check, subject to collection). The Deposit shall be made payable to Savage & Atlass, P.L. Trust Account (the “**Escrow Agent**”), whose address is 801 NE 167 Street, Suite 302, North Miami Beach, Florida 33162. Developer shall deliver the Deposit to Escrow Agent, and Escrow Agent shall deposit the Deposit in an interest-bearing account (the “**Escrow Account**”) as permitted under *Section 718.202, Florida Statutes*. Interest on the Deposit will accrue to the benefit of the Developer, unless Developer cancels this Reservation Agreement as permitted herein. Escrow Agent shall provide to Purchaser a receipt acknowledging receipt and deposit of the Deposit in the Escrow Account.

III. Purchase Agreement

Before entering into a purchase agreement or a lease for more than five (5) years, the Developer shall prepare and file with the Division of Florida Land Sales, Condominiums, and Mobile Homes certain condominium documents as required by *Chapter 718, Florida Statutes*. Purchaser shall have the right to receive all of the condominium documents required by *Chapter 718, Florida Statutes* (the “**Condominium Documents**”), and when Developer has prepared and filed the Condominium Documents, Developer shall forward a copy of them to Purchaser along with the purchase agreement for the Unit (the “**Purchase Agreement**”). Purchaser shall have ten (10) calendar days from delivery of the Purchase Agreement and the Condominium Documents to execute the Purchase Agreement in accordance with the instructions submitted to Purchaser and return same to Developer, together with the earnest money deposit required pursuant to the Purchase Agreement. If Purchaser does not execute and return the Purchase Agreement and

deposit as required within ten (10) calendar days, this Reservation Agreement shall be canceled and the Deposit returned to Purchaser, with the interest earned thereon to be disbursed to Developer.

IV. Notices

Any notices permitted or required under this Reservation Agreement shall be deemed sufficiently given or rendered if, in writing, and delivered by (i) the United States Mail, postage prepaid, certified or registered mail, return receipt requested, (ii) hand delivery, or (iii) Federal Express or another nationally-recognized overnight courier, and addressed to the Developer at 1920 East Hallandale Beach Boulevard, Suite 705, Hallandale, Florida 33009 or to the Purchaser at _____

V. Assignment

Purchaser shall not have the right to assign this Reservation Agreement, without the prior written consent of Developer.

VI. Cancellation Rights

Either party shall have the unqualified right, for any reason and at any time prior to execution of a Purchase Agreement, to cancel this Reservation Agreement by written notice to the Escrow Agent or to the Developer. If the Purchaser cancels this Reservation Agreement in accordance with this provision, the Purchaser shall be entitled to an immediate and unqualified refund of the Deposit and any interest earned thereon shall be disbursed to the Developer. However, in the event that the Developer cancels this Reservation Agreement in accordance with this provision, the Purchaser shall be entitled to an immediate and unqualified refund of the Deposit together with any interest earned thereon. In addition, in the event of a default by Developer, the exclusive remedy of Purchaser is the Purchaser's right to an immediate and unqualified refund of the Deposit and any interest earned thereon.

IN WITNESS WHEREOF, as of the date first set forth above, the parties have affixed their signatures hereto.

WITNESSES: (2 recommended by not required)

DEVELOPER:

Name: _____

**Westview Developers, LLC,
a Florida limited liability company**

Name: _____

By: _____
Its Authorized Representative

WITNESSES: (2 recommended by not required)

PURCHASER:

Name: _____

Name: (Print) _____
Social Security # _____

Name: _____

Name: (Print) _____
Social Security # _____

NOTE: INCLUDE W-9 FORM AND LEGIBLE COPY OF PHOTO ID WHEN THIS RESERVATION AGREEMENT AND THE DEPOSIT ARE DELIVERED TO THE ESCROW AGENT.