



RESIDENTIAL

LEGENDS ROW CONDOMINIUMS

www.eddycommons.com

**RESERVATION AGREEMENT**

Subject to the provisions below, the undersigned Seller and Prospective Buyer hereby reserve the following condominium unit at Legends Row.

**PREFERRED PROPERTY RESERVATION**

Seller intends to accept reservations on a first come, first served basis. Each person submitting a reservation shall have the right to select a unit in the condominium building for purchase in the order in which the reservations are received by Seller. Seller shall receive reservations from the Prospective Buyer as directed in the Reservation Deposit formal announcement. Seller will provide Prospective Buyer with the right to select a unit in the condominium building which will be subordinate to the rights of all others having a prior selection right.

**PROSPECTIVE BUYER INFORMATION**

Date \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Preferred Telephone Contact # \_\_\_\_\_ Fax Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_

1. **Reservation Deposit.** A \$10,000.00 Reservation Deposit (the "Reservation Deposit") is hereby made by the Prospective Buyer to be held in escrow pursuant to this Reservation Agreement. The Prospective Buyer has the right to an immediate, unqualified refund of his Reservation Deposit monies upon written request to Escrow Agent by either the Prospective Buyer or the Seller. Escrow Agent will grant the Prospective Buyer an immediate, unqualified refund of his Reservation Deposit monies upon written request either directly to the Escrow Agent or to the Seller. Reservation deposits can be paid by check made payable to *Legends Row Escrow Account* or by wire.

2. **Escrow Agent.** The name and the address of the Escrow Agent is as follows:

Deposit Mailing Address  
First Federal Savings Bank  
Attn: Eddy Street Commons Residential Builders, LLC Escrow Account  
Legends Row  
906 W Edison  
Mishawaka, IN 46565

Checks to be made payable to: *Legends Row Escrow Account*.  
Contact our sales office for wiring instructions at 574.233.8943.

3. Legends Row Preferred Unit Choice. (circle choice)

Floorplan Choice: A1 G1 H1
Floor Location Choice: 1st Floor 2nd Floor 3rd Floor 4th Floor

4. Purchase Agreement. Seller intends to accept reservations on a first come, first served basis. Each person submitting a reservation shall have the right to select a unit in the condominium building for purchase in the order in which the reservations are received by Seller. Seller will provide Prospective Buyer with the right to select a unit in the condominium building, which right will be subordinate to the rights of all others having a prior selection right. The purchase price and terms of the contract for each unit will be submitted to Prospective Buyer and Prospective Buyer shall have twenty-five (25) working days from the date of the offer to execute the Purchase Agreement presented by Seller and pay the deposit required therein. Seller makes no assurance as to the amount of the purchase price which will appear in the Purchase Agreement for purchase and sale or the availability of any particular unit. Should the Prospective Buyer fail to execute the Purchase Agreement within the aforementioned period, this Reservation Agreement and all rights and obligations hereunder shall terminate. In the event of such termination, the Reservation Deposit submitted hereunder shall be refunded to the Prospective Buyer by the Escrow Agent.

5. Reservation Deposit Transferred to Purchase Contract Deposit. The Reservation Deposit shall be accounted for separately from any other funds, deposits, or earnest money required under the Purchase Agreement for a unit; provided, however, that in the event Prospective Buyer executes the Purchase Agreement, the Escrow Agent, upon written request by the Prospective Buyer or if authorized by the terms of the Purchase Agreement, may transfer the Reservation Deposit to the Escrow Agent designated in the Purchase Agreement as a portion of the Purchase Agreement Deposit.

6. Receipt. The Reservation Deposit must be payable to the Escrow Agent and the Escrow Agent must provide a receipt to the Prospective Buyer.

7. Interest. Reservation Deposits shall be deposited in a NON-interest bearing account which must be available for withdrawal in full by the Escrow Agent at all reasonable times.

8. Non-Transferable. This Reservation Agreement is non-transferable and only applicable to the Prospective Buyer listed on this document.

9. Reservation. This agreement constitutes a reservation only and not a Purchase Agreement or any other interest in the Unit. Prior to the mutual execution of the Purchase Agreement for the Unit, between the Prospective Buyer and Seller, this reservation can be terminated, for any reason, by either Prospective Buyer or Seller. The deposit shall be returned in full and neither party shall have any rights under this Reservation Agreement.

PROSPECTIVE BUYER

SELLER

1. Name \_\_\_\_\_
Signature \_\_\_\_\_

Eddy Street Commons Residential
\_\_\_\_\_

2. Name \_\_\_\_\_
Signature \_\_\_\_\_

Name \_\_\_\_\_
Authorized Representative