

Exhibit 3
Unit Purchase Agreement

NORTH HILLS SUBDIVISION AT CRESS CREEK

UNIT PURCHASE AGREEMENT

THIS AGREEMENT made by and between the person or persons affixing their signatures on the signature page hereof as of the date on which said signatures are affixed hereto (said person or persons hereinafter collectively referred to as "Purchaser") and HOME HILL CORPORATION, a West Virginia corporation, with its principal office at Shepherdstown, West Virginia, and with a mailing address of 100 Cress Creek Drive, Shepherdstown, West Virginia 25443 (hereinafter referred to as "Declarant") for the purchase of a Unit located outside the town limits of Shepherdstown, in Jefferson County, West Virginia.

WITNESSETH THAT:

WHEREAS, Declarant is the developer of North Hills Subdivision at Cress Creek Common Interest Community and desires to sell parcels or Units, pursuant to the provisions of Chapter 36B of the Code of West Virginia, as amended, "The Uniform Common Interest Ownership Act" (herein the "Common Interest Act.")

WHEREAS, the Unit has been registered pursuant to the provisions of the Act; and

WHEREAS, Purchaser wishes to purchase the Unit and the options described herein.

NOW, THEREFORE, in consideration of the payment of the Deposit to Declarant, it is mutually agreed as follows:

1. Basic Terms.

(a) Defined Terms. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Unit Instruments, and all terms used herein without definition shall have the meanings specified for such terms in Chapter 36B of the Act.

(b) Terms of Purchase. Declarant shall sell to Purchaser and Purchaser shall purchase from Declarant a parcel of real property in North Hills Subdivision at Cress Creek Development as described in the most recently recorded Declaration as being:

Unit No. _____

Purchase Price
(exclusive of settlement
costs and prepayments) \$

Such Purchase Price being payable as follows:

Deposit	\$
Mortgage Proceeds (if any)	\$ _____
Balance Due (exclusive of settlement costs and prepayments)	\$

Purchaser will also deposit with Declarant at settlement for transmittal to the Unit Owners Association of the Development (i) a prorata portion of the amount assessed against the Unit each period for Common Expenses adjusted to the date of settlement. Such payments are non-refundable.

2. Deposit. Declarant acknowledges receipt of the Deposit. The Deposit shall be held in an escrow account pursuant to Section 36B-4-110 of the Act. At settlement the Deposit shall be paid to the attorney or agent conducting the settlement hereunder for delivery to Declarant. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement. No credit for interest on the Deposit shall be due, paid or credited to Purchaser.

3. Financing. Purchaser hereby elects the following method of financing, pursuant to the terms of this Agreement.

(Purchaser to designate applicable financing):

No financing arrangement (all cash)

Financing arranged through lender
designated by Purchaser

(a) Cash or Purchaser's Lender. If Purchaser elects to pay the Purchase Price all in cash, or if Purchaser elects to place a mortgage or deed of trust on the Unit with a lender of his choice, then this Agreement shall be in no way contingent upon financing and Purchaser assumes full responsibility to initiate and pursue all steps necessary to obtain the funds required for settlement. Further, Purchaser shall furnish Declarant, within fifteen (15) days after a request therefor, proof of Purchaser's financial ability to pay the Balance Due at settlement. If Purchaser fails to furnish proof satisfactory to Declarant, Declarant at its sole option, may terminate this Agreement and cause the Deposit to be returned to Purchaser. If Purchaser furnishes said proof and

thereafter fails to pay the Purchase Price due at settlement, then this Agreement, at the sole option of Declarant, may be terminated and the Deposit retained by Declarant subject to the provisions of paragraph 20.

4. Amendment of Unit Instruments.

(a) Restrictions. Declarant reserves the right, upon notice to Purchaser, prior to settlement hereunder, to make such modifications, additions or deletions in or to any of the Unit Instruments as may be approved or required by any permanent lender, secondary mortgage market agency, public authorities or the title company insuring title, provided that none of the same shall: (i) change the Fractional Interest of the Unit as fixed in the Declaration (other than as permitted by the Declaration and the Act) or increase the proportion of the Common Expenses to be borne by the Unit being sold hereunder; (ii) increase the Purchase Price hereunder; (iii) require a material physical modification of the layout or location of a residence constructed or to be constructed on the Unit; or (iv) decrease the financial obligations of Declarant hereunder.

(b) Development Rights. Notwithstanding anything contained herein to the contrary, Declarant reserves the right, and Purchaser agrees to the exercise thereof, to amend the Unit Instruments to expand or contract the Unit or to convert any Convertible Land or Convertible Space at any time permitted by law.

5. Receipt and Binding Effect of Public Offering Statement; Declarant's Rights.

(a) Public Offering Statement. Purchaser hereby acknowledges receipt of a copy of the Public Offering Statement for the Unit, including the Unit Instruments and all other attached exhibits, schedules and packages. Purchaser hereby ratifies and agrees to be bound by the provisions of the foregoing documents, as such documents may be amended from time to time as provided in each such document.

(b) Declarant's Rights. Declarant shall retain or acquire title to each Unit not sold to any purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any Unit so retained or acquired by Declarant and not sold to any purchaser.

(c) No Rental Representations. Purchaser hereby acknowledges and agrees:

(i) THAT DECLARANT AND ITS AGENTS ARE NOT OFFERING DIRECTLY OR INDIRECTLY A RENTAL SERVICE OF ANY KIND TO THE OWNERS OF UNITS IN THE PROJECT EITHER INDIVIDUALLY OR IN ANY FORM OF POOLING ARRANGEMENT, OR BY A THIRD PARTY DESIGNATED OR ARRANGED FOR BY DECLARANT, NOR HAVE ANY REPRESENTATIONS BEEN MADE BY DECLARANT OR ITS AGENTS AS TO THE FEASIBILITY OF RENTING THE UNIT OR OTHERWISE GENERATING INCOME OR DERIVING ANY OTHER ECONOMIC BENEFIT FROM OWNERSHIP OF THE UNIT.

(ii) THAT DECLARANT AND ITS AGENTS HAVE MADE NO REPRESENTATIONS (NOR IS ANYONE AUTHORIZED TO DO SO) CONTRARY TO THIS PROVISION 5(c) WITH RESPECT TO EITHER BENEFITS TO BE DERIVED FROM THE RENTALS OR OTHER TAX TREATMENT OF ANY PURCHASE OF ANY UNIT.

(iii) That the Declarant may, as a condition of the closing hereof, require of the Purchaser, any brokers involved in the sale or agents of such brokers, or anyone else connected in any way with the offer to sell and the purchase of the Unit, the execution and delivery to Declarant of such waivers, affidavits, or other documents as may from time to time be required by Declarant to satisfy Declarant that the offer to sell and the purchase of the Unit is not in violation of any federal or state securities laws or regulations.

(iv) That it is understood and agreed that the rental or other disposition of the Unit shall be the sole responsibility of the Purchaser.

(v) In the event that the offer to sell, or the purchase of the Unit, or the activities of the Purchaser, with respect to the Unit are determined by the Declarant in its sole discretion to give rise to any violation (whether by Purchaser or Declarant or any third parties) of any federal or state securities laws or regulations, or are alleged to give rise to any such violation by the Securities and Exchange Commission or any other governmental agency, federal or state, or in the course of any legal proceedings, the parties hereto understand and agree that the injury to Declarant by virtue of such violation or the allegation thereof will be uncertain as to nature and amount and difficult and expensive to ascertain. Therefore, in such event, the parties hereto agree that Declarant may obtain an injunction from any court of competent jurisdiction enjoining any acts of Purchaser which are or may be or are alleged to give rise to violation of any federal or state securities laws or regulations. Declarant may, in addition to or as an alternative to obtaining injunctive relief, pursue any other remedies caused by such violations, as admitted in law or in equity. All costs, including reasonable attorneys' fees, incurred by Declarant in seeking injunctive relief or pursuing any other remedies shall be borne by the Purchaser.

(vi) In the event that the Purchaser, or anyone claiming through or under the Purchaser or the Purchaser's Unit, alleges that the offer to sell or the purchase of the Unit gives rise to any violation of any federal or state disclosure laws or regulations, (including, but not limited to, the Uniform Common Interest Ownership Act) then the parties hereto understand and agree that the injury caused by such violation shall be difficult or impossible to accurately estimate and expensive to ascertain. Therefore, in the event of such violation or the allegation thereof, the parties hereto agree and the Purchaser does hereby covenant that the **PURCHASER SHALL NEITHER SEEK NOR HAVE ANY REMEDY OTHER THAN TO SUE FOR A REFUND TO PURCHASER OF THE PURCHASE PRICE AND CLOSING COSTS ACTUALLY PAID, PLUS INTEREST AT THE RATE OF EIGHT PERCENT PER ANNUM FROM THE FINAL CLOSING UNTIL THE DATE OF REPAYMENT. THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY FAILURE TO DELIVER A PUBLIC OFFERING STATEMENT PURSUANT TO THE PROVISIONS OF THE ACT.**

The parties hereto do further agree that said amount shall be deemed liquidated damages, and not a penalty, and Purchaser does hereby specifically agree that additional charges paid by Purchaser with respect to the Unit, including, but not limited to, maintenance fees, real property taxes, mortgage fees and interest, shall be absorbed by Purchaser as a reasonable use value of the Unit to the Purchaser from the time of final closing to the date of repayment.

THE TERMS OF THIS PROVISION 5 SHALL SURVIVE THE OCCUPANCY BY PURCHASER AND THE DELIVERY OF THE UNIT CONVEYANCE DOCUMENT AND FILING THEREOF, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED.

6. Delivery. At settlement, Declarant shall deliver the Unit together with improvements thereon and appurtenances thereto substantially in accordance with the Plats and Plans, as the same may be modified and amended from time to time. Purchaser acknowledges that measurements shown on the Plats and Plans are estimates and actual dimensions may not be exactly as shown.

7. Settlement. Declarant shall give notice to Purchaser: specifying a date, which date shall not be less than fifteen (15) days nor more than sixty (60) days following the giving of such notice, on which settlement shall take place. Settlement may, at Declarant's option, be conducted individually or in groups, and shall take place on the date and at the place specified in the notice or such other date and place as the parties may agree upon in writing. Declarant shall deliver to Purchaser a good and sufficient general warranty deed at settlement conveying the Unit to Purchaser. Purchaser shall pay the Balance Due at settlement (in addition to causing the Mortgagee, if any, to pay the Mortgage Proceeds) to the order of Declarant or as Declarant may direct. Declarant thereupon will deliver possession of the Unit to Purchaser.

8. Title. (a) Quality. Acquisition and occupancy of the Unit shall be subject to the terms and conditions of the Unit Instruments, the terms of which are expressly incorporated herein by reference. The Unit is sold free from encumbrances except as provided for herein and in the Unit Instruments. Title shall be good and marketable or insurable at regular rates, subject, however, to covenants, easements, conditions and restrictions of record or to be recorded prior to settlement, including without limitation all such covenants, easements, conditions and restrictions set forth in the Unit Instruments, as well as liens or other matters over which the title company agrees to insure.

(b) Defects. If Declarant is unable because of any defect in title to deliver title at settlement, Declarant is expressly released from all liability for damages and Declarant, at Declarant's option, may either: (i) correct the defect if the same can be done within a reasonable time or (ii) terminate this Agreement and cause the Deposit to be returned to Purchaser. If Declarant determines that legal steps are necessary to remedy such defects in title, such action shall be taken promptly by Declarant at its own expense whereupon the time specified herein for full settlement by Purchaser will thereby be extended for the period necessary for such prompt action.

9. Expenses of Closing. Purchaser shall pay the cost of examination of title, cost

of document preparation, all owner's and mortgagee's title insurance premiums, all recording costs, clerk's fees, notary fees and attorney settlement charges except for charges made by Purchaser's attorney, charges for preparation of the deed and transfer taxes. The real property taxes, Unit owners assessments and utility charges, if any, on the Unit, shall be prorated as of date of settlement.

10. Risk of Loss. By execution of this Agreement Purchaser does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Declarant until the deed of conveyance is delivered to Purchaser at settlement.

11. Default by Purchaser. If Purchaser shall fail to pay the Balance Due at settlement, or shall fail to perform any of the Purchaser's other obligations hereunder, Declarant may terminate this Agreement by giving notice to Purchaser and may retain the Deposit as liquidated damages. The parties hereto shall thereupon be released from any further liability or obligation hereunder. Thereafter, Declarant shall be free to sell the Unit to any third party and Declarant shall be under no obligation to account to Purchaser for any part of the proceeds of such sale.

12. Assignment. This Agreement is personal to Purchaser and Purchaser may not assign this Agreement without the prior written consent of Declarant. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Declarant. Declarant's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claim for damages against Declarant. Declarant may assign its rights hereunder.

13. Notices. Any notice to be given hereunder by one party shall be in writing and sent by first class United States mail, postage prepaid, to the other party at the address given below, or at such other address as either party may hereafter designate to the other. The postmark date shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

14. Brokerage. Declarant and Purchaser acknowledge that this Agreement was procured through the services of Declarant's sales representatives, Greg Didden Associates, or its co-brokers, without the intervention of any other broker. Purchaser shall indemnify Declarant against the claim of any other broker, including any attorney's fees incurred as a result of such claim.

15. Delay; Purchaser's Option. If settlement shall not have occurred within four (4) months after the execution of this Agreement by Purchaser due to reasons within Declarant's control, Purchaser shall have the option of either: (a) terminating this Agreement by written notice to Declarant, delivered at any time prior to Declarant's establishment of a settlement date, in which event Declarant shall, if Purchaser shall not then be in default, cause the Deposit (and all other money paid to Declarant by Purchaser, if any) to be returned to Purchaser, and neither party shall have any further liability to the other; or (b) electing to proceed with the purchase of the Unit when the same is completed.

16. Termination of Agreement. If Declarant has not satisfied the pre-sale requirements specified by a Mortgagee, the Federal Home Loan Mortgage Corporation, the Federal National Veterans Administration, or any of them, then Declarant may by notice in writing to Purchaser terminate this Agreement, whereupon Declarant shall cause the Deposit to be returned to Purchaser and thereafter neither of the parties hereto shall have any further liability to the other hereunder.

17. Scope of Authority; Merger. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them and no representations, warranties, conditions or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the party sought to be charged therewith or by the duly authorized agent of such party.

18. Miscellaneous. Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, effective as of the date of execution. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein. Notwithstanding anything to the contrary herein contained, acceptance of delivery of the deed at settlement shall constitute Purchaser's acknowledgment of full compliance by Declarant with the terms of this Agreement. The terms hereof shall be merged into and extinguished by delivery of the deed at settlement except for Sections 4(b), 5(a), 5(b), 5(c), 14, 18, and 19 which shall survive delivery of the deed and shall not be merged therein. Time is of the essence of this Agreement.

19. Status of Purchaser. If this Agreement is signed by an individual who is unmarried at the time of execution hereof and at the time of settlement such individual is then married, Purchaser shall indemnify Declarant from any loss that may arise by reason of the failure of Purchaser's spouse to execute any applications, mortgages, notes or other documents required by the lender. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse's executing the mortgage loan documents required by the lender and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement and Purchaser shall hold Declarant harmless from any loss as a result of the refusal of such spouse to sign any such document. If Purchaser is not a natural person, Purchaser shall indemnify Declarant from any loss that may arise by reason of the failure of any of Purchaser's principal officers, owners, beneficiaries or their spouses (if applicable) to execute any applications, mortgages, notes or other documents required by the lender.

20. Right to Rescind. For a period of fifteen (15) days following the execution of this Purchase Agreement and receipt of a current Public Offering Statement, Purchaser shall have the unqualified right to rescind this Purchase Agreement by giving actual notice in writing to Declarant. If Purchaser elects to rescind this Purchase Agreement as aforesaid, then Purchaser shall be entitled to the return of the Deposit made on account hereof, whereupon the parties shall have no further rights and liabilities hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first set forth above.

PURCHASER:

_____(SEAL)

Address: _____

Social Security No. _____

Date: _____

PURCHASER:

_____(SEAL)

Address: _____

Social Security No. _____

Date: _____

HOME HILL CORPORATION, Declarant,
Seller

By _____

Authorized Officer

Address: 100 Cress Creek Drive
Shepherdstown, West Virginia 25443

The undersigned acknowledges receipt of the Deposit as set forth above on this
____ day of _____, 20 ____.

Sales Representative