

RIVER BEND CONDOMINIUM PURCHASE AGREEMENT

This agreement (the Agreement) is entered into between White Tail Development, Inc., an Indiana Corporation, of 550 Union Street, Mishawaka, Indiana (Developer), and _____ (Buyer”), of _____, on the terms and conditions set forth below.

1. **Purchase of Unit.** Buyer agrees to purchase from Developer, under the terms and conditions of this Agreement, the ownership of Unit ____ (the Unit) in River Bend Condominium (the Project) as shown on the subdivision plan of the Project (the Subdivision Plan) prepared by Abonmarche Consultants, Inc, consulting engineers and surveyors, which has been reviewed by Buyer, together with the percentage interest in the common elements of the Project appurtenant to the Unit, as described in the master deed of the condominium (the Master Deed).

2. **Terms of purchase.** Buyer agrees to pay to Developer the purchase price indicated below, at the time and in the manner provided by this Agreement:

a. Purchase price:

Base price	\$
Options	\$
Total purchase price	\$

b. Payments:

Amount paid on signing this Agreement	\$
Extra Payment	\$
Total of preclosing payments	\$
Balance of purchase price due at closing	\$

c. This Agreement is contingent on Buyer’s ability to obtain a mortgage commitment for \$_____ within _____ days of the signing of this Agreement.

3. **Other conditions.** The General Conditions attached to this Agreement are incorporated by reference. Buyer acknowledges that there are no written understandings with respect to the purchase of the Unit except as described in this Agreement and that no verbal representations have been made to Buyer by Developer or any person acting on its behalf.

4. **Additional terms.** _____

5. Acceptance by Developer. Buyer's offer, as shown above, is subject to acceptance by Developer within 10 days of the date of Buyer's offer, as shown below. If Developer does not accept Buyer's offer within that time period, the deposit will be returned and Buyer's offer shall become null and void. On written acceptance by Developer, this Agreement shall become a binding contract.

BUYER

Dated: _____

This offer is accepted by the Developer.
White Tail Development, Inc.

Dated: _____

By: /s/ _____

Its:

GENERAL CONDITIONS TO RIVER BEND CONDOMINIUM PURCHASE
AGREEMENT

6. Association membership. Developer is engaged in the development of a condominium project known as River Bend Condominium, to consist of a minimum of 22 residential units, in Bertrand Township, Berrien County, Michigan (the Project), and has organized a Michigan nonprofit corporation (the Association) to operate and maintain the common elements of the Project. All owners of condominium units in the Project shall become members of the Association and shall be subject to and abide by all the terms and provisions in the master deed, the condominium bylaws, and the subdivision plan of the Project and in the articles of incorporation, bylaws, and rules and regulations, if any, of the Association.

7. Unit to be purchased.

a. The Unit to be purchased is in a site condominium, consisting of space within which a residential building may be constructed after plans and specifications for the structure have been approved as provided by the Condominium documents. The Unit, and all common elements in which the Unit shares an interest, shall be located or improved in accordance with the subdivision plan prepared by the Project engineers, which Buyer has examined. If the road or utilities are not fully improved for access to or construction of a residence on the Unit by the date of this Agreement, they shall be completed to the point that the Unit will have access

to and shall be ready for construction of the residence not later than 45 days from the date on which this Agreement becomes a binding purchase agreement.

b. The nature of landscaping and materials used by Developer in the construction or improvement of the common elements shall also be within the reasonable discretion of Developer unless otherwise expressly provided in this Agreement; and Developer, in its sole discretion, may make changes or substitute comparable material and equipment called for in the specifications in accordance with applicable codes and ordinances.

c. The Unit, and Buyer's rights to it, shall be subject to the Michigan Condominium Act, MCL 559.101 et seq. (the Act).

8. Escrow provisions.

a. All sums Developer receives from Buyer pursuant to this Agreement shall be deposited with Stewart Title Company as escrow agent, acting by and through its representative, Third Coast Title Company (Escrow Agent) (or another Escrow Agent qualified to serve under the Act later substituted by Developer), under an escrow agreement between Developer and Escrow Agent, a copy of which is attached (the Escrow Agreement), the terms of which are accepted by Buyer, who agrees to be bound by the Escrow Agreement as though a party to it.

b. During the development of the Project, Developer shall retain sufficient funds in escrow with Escrow Agent (or provide sufficient security to Escrow Agent) to ensure completion of those uncompleted improvements that are labeled "must be built" under the terms of the Project documents.

9. Financing of purchase.

a. If Buyer intends to purchase the Unit for cash (without financing), Buyer shall provide Developer evidence acceptable to Developer of Buyer's ability to close within ___ working days after the date of acceptance of this Agreement by Developer.

b. If Buyer intends to finance the purchase of the Unit, Buyer shall promptly and diligently pursue financing. No later than 30 days before the estimated date of closing on the Unit, Buyer shall provide Developer with written confirmation from Buyer's lender of Buyer's ability to consummate the sale in accordance with this Agreement.

c. Any information provided by Developer to Buyer relating to financing sources is intended only as an accommodation, and Buyer is entitled to secure financing from any institution or source and on any terms consistent with this Agreement. All costs related to obtaining financing shall be Buyer's responsibility.

10. Cancellation rights of Buyer.

a. This Agreement shall not become binding and Buyer may withdraw without cause and without penalty if the withdrawal is made within nine business days after receipt by Buyer of a copy of the recorded master deed and other documents required by MCL 559.184a. If Buyer does not withdraw as provided above, this Agreement shall become binding on Buyer following acceptance by Developer and at the expiration of nine business days following receipt by Buyer of the documents specified above.

b. If Buyer withdraws from this Agreement before the date on which it becomes a binding purchase agreement, all deposited funds shall be returned to Buyer within three business days after Escrow Agent receives written notification of the withdrawal, and all rights and liabilities of Buyer and Developer under this Agreement shall terminate.

11. Cancellation rights of Developer.

a. If, before the date on which this Agreement becomes a binding purchase agreement, Developer determines not to construct the Unit or for any other reason desires to withdraw as a party to this Agreement, Developer may do so by notifying Buyer in writing. If Developer withdraws, all sums paid under this Agreement shall be returned to Buyer, and all rights of Buyer and Developer under this Agreement shall terminate without further liability on the part of Developer.

b. Subsequent to the date on which this the Agreement becomes a binding purchase agreement, Developer may cancel Buyer's rights if Buyer fails to provide any written confirmation from a lender required by section 8 at least 30 days before the estimated closing date on the Unit. In that event, Developer shall cause all of the sums paid by Buyer to be returned to Buyer, this Agreement shall be deemed null and void, and all rights of Buyer and Developer under this Agreement shall terminate without further liability on the part of either party.

12. Conveyance of title. Developer agrees to convey to Buyer good and merchantable title to the Unit at closing, subject to (a) the lien of the current year's real estate taxes not yet invoiced; (b) local governmental fees, charges, and assessments for improvements placed against the Unit; (c) easements, covenants, and building and use restrictions of record; (d) applicable zoning and building laws or ordinances; (e) acts done or caused by Buyer; (f) the Act; (g) the master deed for the Project and all amendments to it; and (h) liens and other matters over which the title insurer commits to insure. At or before closing, Developer shall provide to Buyer a standard form commitment for issuance of an owner's policy of title insurance by a licensed title insurance company designated by Developer showing title in Buyer subject to the general printed exceptions in the policy and the title exceptions described above and,

promptly after closing, shall cause to be issued and delivered to Buyer an owner's policy of title insurance based on the commitment. The title insurance commitment shall be conclusive evidence that good and merchantable title is being conveyed to Buyer and shall be in the amount of the purchase price designated in section 2 of this Agreement.

13. Closing. Buyer agrees to consummate the purchase of the Unit and to pay the balance of the purchase price designated in section 2 within 10 days after written notice from the Developer that Developer is prepared to tender title and possession.

14. Settlement fees and prorations. Buyer shall pay for recording the deed to the Unit and its financing costs (if any). Developer shall pay for an owner's policy of title insurance and transfer taxes imposed on the deed of conveyance of the Unit. Any other closing costs shall be paid one-half by each party. Condominium assessments and real property taxes levied against the Unit shall be prorated to the date of closing. The real property taxes shall be prorated on a due date basis on the presumption that the taxes are paid in advance. At closing, Buyer shall deposit with Developer, on behalf of the Association, both the pro rata share of the current monthly assessment for the Unit and an additional sum equal to two month's assessments for the reserves of the Association. The reserves may be used by the Association, at its option, either for working capital or as a reserve for major repair and replacement of the common elements. The reserve payment is not refundable and shall not be applied toward any future monthly installment or annual assessment of the Association.

15. Possession. Developer agrees to deliver possession of the Unit at the time of closing unless otherwise mutually agreed on by Buyer and Developer.

16. Architectural approval. Buyer agrees that it will not cause or allow any building, fence, wall, or other improvement to be placed or constructed within the Unit, until written approval of Buyer's plans and specifications, including square foot size, building height, and site location, have first been obtained from the architectural review committee of the Association. Procedures for review and any costs to be paid at the time of application will be set by that committee from time to time.

17. Construction features. The following construction features and costs apply to the Project and the Unit:

a. Private roads and General Common Elements. All roads and General Common Elements within the Project are private and are not maintained or plowed by any public entity. These roads are general common elements of the Project, will be maintained and plowed at Association expense.

18. Assumption of obligations. Before closing, Developer shall cause to be recorded in the office of the register of deeds of the county where the Unit is located a master deed for the Project that depicts the size and location of the Unit. The form and

contents of the master deed shall be within the sole discretion of Developer. However, a copy of the recorded master deed shall be furnished to Buyer at least nine business days before this Agreement becomes binding on Buyer. Buyer agrees that as of the date of closing Buyer will assume all obligations appurtenant to the Unit under the master deed.

19. Default.

a. If Buyer defaults in the performance of any of the payments or obligations required by this Agreement and the default continues for 10 days after Developer mails written notice of the default to Buyer, at the option of Developer, all rights of Buyer under this Agreement shall terminate.

b. If Buyer's rights terminate before this Agreement becomes a binding purchase agreement or if Developer defaults in any manner, all sums Buyer has paid shall be refunded to Buyer, and neither party shall be obligated further. If Buyer's rights are terminated after this Agreement becomes a binding purchase agreement, Developer may retain any amount Buyer has paid toward the purchase price, whether held in escrow or not, not to exceed 10 percent of the total cost of the Unit, plus 100 percent of any deposits for extras as specified on form A, as liquidated damages or may, at its option, may elect to pursue any legal or equitable remedy available to it under the laws of the State of Michigan.

c. Tender of a deed or purchase money shall not be necessary if the other party has defaulted. A failure to appear at the time and place stated above following the delivery of a notice to close the transaction shall be a default. Time is of the essence under this Agreement.

20. Assignability. Buyer shall not assign, set over, or transfer this Agreement or any of Buyer's rights or interests under the Agreement without the prior written consent of Developer, and at Developer's election, any such purported assignment shall be void and of no effect. Developer's refusal to consent to an assignment shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Developer. Developer may assign its rights under this Agreement; and if the assignment is to secure a lender, Buyer's rights under this Agreement shall be subject and subordinate to the rights of the lender.

21. Common element warranty.

a. Developer warrants to Buyer that all materials and equipment used or installed by it as a part of the common elements of the Project will be of good quality, free from faults or defects, and in accordance with the plans and specifications for common elements prepared by the Project engineer.

b. If Buyer gives Developer written notice of alleged defects in workmanship or materials in the limited common elements within or appurtenant to Buyer's Unit and requests inspection of the alleged defect within one year after the date of closing, Developer shall inspect the alleged defect. If the inspection reveals defects in workmanship or materials, Developer shall make reasonable repairs to cure the defects without cost to Buyer. Developer shall also make reasonable repairs to cure defects in workmanship or materials in the general common elements of which Developer receives written notice within one year from the date on which the general common elements were constructed or installed.

c. Developer does not warrant against alleged defects that are the result of characteristics common to the materials used, such as (but not limited to) warping or deflection of wood; fading or checking of paint due to sunlight; hairline cracks caused by the drying and curing of concrete, bricks, and masonry; heaving of cement; or material shrinkage commonly associated with new construction.

d. THERE IS NO WARRANTY OF THE UNIT ITSELF OR OF THE COMMON ELEMENTS OTHER THAN AS SPECIFIED IN THIS SECTION, AND BUYER IS BUYING THE UNIT "AS IS." THIS COMMON ELEMENT WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; AND UNDER NO CIRCUMSTANCES WILL DEVELOPER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

22. **Risk of loss.** Until date of closing, Developer shall bear all risk of loss from fire and the elements.

23. **Entire agreement.** This Agreement constitutes the entire Agreement between the parties. All amendments, supplements, or riders to this Agreement, if any, shall be in writing signed by both parties and attached to the Agreement. Buyer shall not record this Agreement or any Memorandum of Agreement.

24. **Advertising.** To complete the sales promotion of the Project, Developer and its agents, successors, and assigns have full right and authority to maintain on the condominium property (excluding the Unit) until the sale of the last Unit in the Project any signs, transient parking, sales offices, or model units that Developer desires, together with rights of ingress and egress for Developer; its agents, successors, and assigns; and any of their respective licensees or invitees. Developer shall restore the common elements on termination of its use.

25. **Notices.** All notices and demands made under this Agreement shall be in writing and be deemed received on the day following the day on which the notice is deposited in the U.S. mail, first-class or certified mail, postage prepaid, and addressed to Developer or Buyer at their respective addresses in this Agreement; or such written notices and demands may be made by personal delivery to either party.

26. Arbitration. At Buyer's exclusive option, any claim that might be the subject of a civil action against Developer that involves an amount less than \$10,000 and arises out of or relates to this Agreement or the Unit or Project to which this Agreement relates shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Venue for the arbitration shall be in the county where the Project is located. Judgment on the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

27. Delays of closing. If Developer fails to perform any of its obligations on the date established for closing or if the commitment furnished at closing discloses a defect in Developer's title, Developer shall have 30 days to perform any obligation or to cure the defect. If Developer fails to perform or to clear its title within that period, Buyer may elect to terminate this Agreement, all sums Buyer has paid to date toward the purchase price of the Unit shall be returned to Buyer, and neither Buyer nor Developer shall have any further obligation to the other.

28. Brokerage. Buyer and Developer acknowledge that this Agreement was procured through the services of Developer's sales representative, _____. Buyer shall indemnify Developer against the claim of any other real estate broker or agent, including attorney fees incurred as a result of such claim.

29. Enforceability. The contract arising from the execution of this Agreement shall be binding on and specifically enforceable by the parties and their respective heirs, personal representatives, and assigns.