

OTTAWA POINTE

PURCHASE AGREEMENT

1. **PETIT LAKE DEVELOPMENT, LLC.**, a Michigan limited liability company, (herein the “Developer”), hereby agrees to sell, and whose address is _____ (the “Purchaser”), hereby agrees to purchase, on the terms and subject to the conditions set forth in this Agreement, Unit Number _____ (the “Unit”) at Ottawa Pointe, a residential site condominium project located in the Townships of Brooks and Croton, Newaygo County, Michigan (the “Project”).

2. The purchase price for the Unit, as depicted on the Condominium Subdivision Plan for Ottawa Pointe, which the Purchaser acknowledges having examined, together with an undivided interest in the common elements appertaining thereto, shall be _____ Dollars (\$ _____), payable as indicated in paragraph 3 of this Agreement.

3. The Terms of Purchase shall be as indicated by “X” below: (Other unmarked terms of purchase do not apply.)

_____ CASH The full purchase price upon execution and delivery of Warranty Deed.

_____ CONTRACT \$ _____ upon execution and delivery of Land Contract on Grand Form No. 3 wherein the balance of \$ _____ shall be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on agreed possession date, and first payment to become due thirty (30) days after agreed possession date. Exceptions:

_____ FINANCING CONTINGENCY. Purchaser’s obligation to close is subject to Purchaser’s ability to obtain a mortgage loan in the amount of \$ _____ bearing interest at a rate no greater than _____ % per annum, on or before _____ (“Financing Deadline). Purchaser shall apply for the mortgage

loan immediately and accept it promptly if tendered. This contingency shall be deemed satisfied or waived by Purchaser if Purchaser does not terminate this Agreement by written notice to Seller on or before the Financing Deadline if Purchaser is unable to obtain such mortgage commitment by such date. If Purchaser does not deliver to Seller proof that Purchaser has accepted a mortgage loan commitment on or before the Financing Deadline, Seller may thereafter at any time treat this contingency as not having been satisfied and terminate this Agreement by written notice to Purchaser, unless Purchaser has waived this contingency in

writing, prior to the Financing Deadline.

PURCHASER AGREES THAT, IN ADDITION TO THE PURCHASE PRICE ABOVE MENTIONED, PURCHASER WILL BE RESPONSIBLE FOR PURCHASER'S PROPORTIONATE SHARE OF THE ASSOCIATION ASSESSMENTS FOR MAINTENANCE, REPAIR, REPLACEMENT AND OTHER EXPENSES OF ADMINISTRATION AS OUTLINED IN THE CONDOMINIUM BY-LAWS OF OTTAWA POINTE WHICH ACKNOWLEDGES PURCHASER HAS EXAMINED.

4. To evidence Purchaser's good faith, purchaser has deposited with Developer the sum of _____ Dollars (\$ _____) which shall be held in escrow in accordance with paragraph 5 of this Agreement.
5. Escrow of Funds. Developer and Purchaser hereby agree that all amounts received by Developer under this Agreement shall be deposited in an escrow account with Best Homes Title Agency, LLC. ("Escrow Agent") in accordance with the Michigan Condominium Act, and pursuant to the terms of an Escrow Agreement between Developer and Escrow Agent, a copy of which is attached hereto and incorporated by reference herein. If Purchaser withdraws from this Agreement in accordance with paragraph 7 below, all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser within three (3) business days in full satisfaction of all rights of Purchaser, and thereupon this Agreement, and all rights and liabilities of Purchaser and Developer hereunder, shall be terminated. After the expiration of the withdrawal period described in paragraph 7 below, Developer is required to retain sufficient funds in escrow or other sufficient security to assure completion of only those uncompleted improvements described in the Escrow Agreement.
6. Plan and Purpose. The Ottawa Pointe Condominium Association has been established by the Developer as a Michigan nonprofit corporation for the purpose of operating and maintaining the common elements of the Condominium. Each co-owner will be a member of the Association and will be subject to the Bylaws and regulations thereof. A representative of the person or persons owning each unit will be entitled to one (1) vote in the affairs of the Association, the value of which shall equal the percentage allocated to the unit owned by such co-owner in the Master Deed. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Bylaws and Condominium Subdivision Plan of Ottawa Pointe, and the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Ottawa Pointe Condominium Association (hereinafter collectively called the "Condominium Documents"), the contents of which are as Developer, in its sole discretion, has determined appropriate, but which are in compliance with the Michigan Condominium Act.
7. Receipt of Documents; Withdrawal. On the date set forth in the Acknowledgement which is attached hereto and incorporated by reference herein (the "Document Receipt Date"), Purchaser received from Developer:
 - (a) Copies of the Condominium Documents, including the recorded Master Deed;

(b) A copy of this Agreement in a form which was complete and ready for signature by Purchaser together with a copy of the Escrow Agreement;

(c) A Condominium Buyers Handbook published by the Michigan Department of Commerce, together with an insert thereto describing changes instituted by the 1983 amendments to the Condominium Act;

(d) An explanation form pursuant to Section 84a of the Condominium Act; and

(e) A Disclosure Statement for Ottawa Pointe.

Purchaser may withdraw from this Agreement without cause and without penalty if the withdrawal is made by written notice to Developer within nine (9) business days after the Document Receipt Date and before the conveyance of title to the Unit as described in paragraph 2 above. Immediately after Purchaser's withdrawal from this Agreement, Purchaser shall execute and personally deliver or send by registered or certified mail, postage pre-paid and return receipt requested to Escrow Agent a Certificate in the form attached hereto as Exhibit A. For purposes of any release of funds held by Escrow Agent, Purchaser's withdrawal shall not be effective until such Certificate has been received by Escrow Agent at the following address:

Best Homes Title Agency, LLC
4949 Plainfield Ave. NE
Grand Rapids, MI 49525

For all other purposes, Purchaser's withdrawal shall be effective upon mailing or personal delivery of a written notice to Developer. If Purchaser does not withdraw, this Agreement shall become binding upon the elapse of nine (9) business days after the Document Receipt Date. The calculation of the nine (9) business-day withdrawal period shall include the Document Receipt Date if such date is a business day. The term "business day" as used in this Agreement means a day other than a Saturday, Sunday or legal holiday.

8. Conveyance of Title. Developer agrees to convey to Purchaser good and marketable title by warranty deed to the Unit subject to: (a) easements, covenants and restrictions of record; (b) all governmental limitations; (c) acts or neglects of Purchaser; (d) the Condominium Documents; and (e) all installments of any special or supplemental assessment that are not at the time of the conveyance due and payable. ***Purchaser agrees to consummate the purchase of the Unit from Developer within ten (10) days after Developer has notified Purchaser in writing that it is prepared to tender title and possession.*** It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by the purchasers of comparable real estate in this jurisdiction. There shall be no proration of real estate taxes. Developer shall be responsible for paying the _____, 20__ taxes and all prior taxes, and Purchaser shall be responsible for the _____, 20__ taxes, and all subsequent taxes. If the real property tax bills relative to the condominium property have

not yet been split into separate tax bills for each unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated share of real estate taxes for which Purchaser is responsible.

AN AMOUNT EQUAL TO ONE HUNDRED DOLLARS (\$100) SHALL BE PAID BY PURCHASER TO THE ASSOCIATION AT THE TIME OF CLOSING, AS A WORKING CAPITAL DEPOSIT, AND THIS PAYMENT SHALL NOT ACT AS A CREDIT AGAINST ANY FUTURE ASSESSMENT. FURTHERMORE, IN THE EVENT THIS AGREEMENT PERTAINS TO A SEWER UNIT (I.E. UNIT 1 THROUGH 34, INCLUSIVE) IN THE PROJECT, AN AMOUNT EQUAL TO FIVE HUNDRED DOLLARS (\$500) SHALL BE PAID TO THE ASSOCIATION AT THE TIME OF CLOSING AS A WORKING CAPITAL CONTRIBUTION FOR THE COMMUNITY SEWER SYSTEM. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy in a face amount equal to the purchase price of the Unit, subject to the general printed exceptions contained in the policy and the permissible title exceptions hereinabove stated. A commitment to issue this title insurance policy will be delivered by Developer to Purchaser at or before closing. This commitment shall be conclusive evidence that good and merchantable title is being conveyed to Purchaser. If the commitment shows a defect in Developer's title, Developer shall have sixty (60) days to cure said defect. If Developer fails to clear its title within sixty (60) days, then, at the option of Purchaser, this Agreement shall become null and void and all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser.

9. Cancellation Rights of Developer. It is understood that Purchaser's credit is subject to approval by Developer and by any proposed mortgagee. In the event Developer or such mortgagee determines that Purchaser does not have adequate credit for participation in this project, then all amounts deposited with Escrow Agent under this Agreement shall be returned to Purchaser in full satisfaction of any rights of Purchaser, and thereupon this Agreement and all rights and liabilities of Purchaser and Developer hereunder shall be terminated.
10. Assignment. Developer may, in its sole discretion, release the obligations of Purchaser under this Agreement in the event Purchaser shall secure another purchaser who is satisfactory to Developer. This Agreement is not otherwise assignable by Purchaser.
11. Default. If the Purchaser shall default in any of his obligations under this Agreement and such default shall continue for ten (10) days following written notice from Developer, then, at the option of the Developer, all rights of Purchaser under this Agreement shall immediately terminate. If Purchaser's rights are terminated after this Agreement becomes binding in accordance with paragraph 7 above, any amount paid toward the purchase price shall be retained by the Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed ten percent (10%) of the purchase price specified in paragraph 2 above. In lieu of accepting such liquidated damages, Developer may pursue such other legal and equitable remedies as may be available to it, including the right (which is hereby granted) to have this Agreement specifically enforced. If Purchaser's rights terminate before this Agreement becomes binding in accordance with paragraph 7 above, all sums paid by Purchaser shall be returned to him and all rights and liabilities of Purchaser and Developer under this Agreement shall be terminated.

12. Limited Warranty. Developer will assign to and for the benefit of Purchaser and the Ottawa Pointe Condominium Association all assignable warranties made to Developer by contractors, materialmen and suppliers relative to services, materials and equipment incorporated in the project. THERE IS NO GUARANTEE OF THE UNIT OR THE COMMON ELEMENTS OF THE CONDOMINIUM OTHER THAN AS SPECIFIED HEREIN.

13. Arbitration of Claims. At the exclusive option of Purchaser, any claim which might be the subject of a civil action against Developer which involves an amount less than \$2,500, and arises out of or relates to this Purchase Agreement or the Unit or the Project shall be settled by binding arbitration. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.
14. Oral Representations Not to Be Relied Upon. This Agreement constitutes the entire agreement between the parties, and there are no other agreements, oral or written, relating to this transaction. No oral representations or statements shall be considered a part hereof. This Agreement may not be amended, modified or changed except by written agreement signed by both Developer and Purchaser.
15. Notices. All notices required or permitted hereunder and all notices of change of address shall be in writing and shall be deemed sufficient if personally delivered or sent by ordinary first-class mail or by registered or certified mail, postage prepaid, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.
16. Usage of Terms. The pronouns and relative words herein used are written in the masculine and singular only. If the purchase is joint or by a woman or a business entity, such words shall be read as if written in plural or as appropriate in the circumstances.
17. Partial Invalidity. The invalidation of any portion of this Purchase Agreement shall not affect the validity of the remainder.
18. Binding Effect. This Agreement shall supersede any and all previous agreements between Developer and Purchaser with respect to the Unit and bind Developer and Purchaser, and their respective heirs, personal representatives, administrators, executors, assigns and successors.
19. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Michigan.
20. **Exclusive Builder Fee.** **The Developer has the right to appoint an exclusive builder to construct all of the residences within the Project and/or to review and approve all proposed builders, in Developer's discretion. In the event Purchaser desires to use a builder other than Developer's exclusive builder to construct the residence on the Unit, Developer reserves the right to require that Purchaser's approved builder pay a fee to Developer equal to 2.5% of the total costs for the construction of the residence upon the issuance of a certificate of occupancy for the residence. This paragraph shall survive the closing. An Architectural Review Committee appointed by the Developer must review plans and specifications for all structures and improvements within the Project prior to commencement of construction.**
This Agreement is executed by the parties hereto on the _____ day of _____,
20____.

PURCHASER:

PETTIT LAKE DEVELOPMENT, LLC, a
Michigan limited liability company

By : _____

Its: _____

Address:

Address:

6688 E, Carrigan Dr.
Newaygo, MI 49337

OTTAWA POINTE

EXHIBIT A

PURCHASE AGREEMENT

PURCHASER'S CERTIFICATE

WHEREAS, _____ (“Purchaser”),
on _____, _____, entered into a Preliminary Reservation Agreement and/or
Purchase Agreement (“Agreement”) with Pettit Lake Development, LLC (“Developer”), in
respect of Unit No. _____ of Ottawa Pointe, a condominium project located in Newaygo
County, Michigan; and

WHEREAS, all amounts received by Developer under such Agreement have been
deposited in an escrow account with First American Title Insurance Company (“Escrow Agent”)
in accordance with the Michigan Condominium Act, and pursuant to the terms of an Escrow
Agreement between Developer and Escrow Agent; and

WHEREAS, such Escrow Agreement provides that the funds held by Escrow Agent with
respect to Purchaser shall be released to Purchaser only upon satisfaction of certain specified
conditions; and

WHEREAS, Purchaser, by executing and delivering this Certificate, desires to certify that
one of such specified conditions has occurred;

ACCORDINGLY, Purchaser hereby certifies to Escrow Agent that all of the conditions
indicated by an “X” below have occurred, and Purchaser therefore requests that Escrow Agent
release to Purchaser all funds held in escrow pursuant to the Agreement:

_____ CANCELLATION OF PRELIMINARY RESERVATION AGREEMENT.
Purchaser has executed a Preliminary Reservation Agreement, but has not
executed a Purchase Agreement, and Purchaser has canceled such Agreement.

_____ WITHDRAWAL FROM PURCHASE AGREEMENT Purchaser has
executed a Purchase Agreement, and has withdrawn from such Agreement within
the withdrawal period described therein.

_____ MORTGAGE CONTINGENCY. A Mortgage contingency is provided for in the Agreement, and Purchaser has failed or has been unable to obtain a mortgage within the period described therein.

_____ FAILURE TO CONVEY TITLE. Developer has failed to convey good and merchantable title to Purchaser within sixty (60) days after the issuance of a title commitment in respect of the unit to be sold to Purchaser.

This Certificate has been signed by Purchaser on this _____ day of _____, 20____.

Purchaser

Purchaser

Acknowledged before me by _____ in _____ County, Michigan, on _____, _____.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____