

CONDOMINIUM PURCHASE AGREEMENT

CRYSTAL LAKE STORAGE BARNS, LLC

Condominium Unit No. _____ (“Unit”)

WHEREAS, CRYSTAL LAKE STORAGE BARNS, LLC, a Michigan limited liability company (hereinafter "Developer"), is developing **CRYSTAL LAKE STORAGE BARNS LLC**, a storage Condominium Project located in the Township of Benzonia, Benzie County, Michigan, and

WHEREAS, _____, (hereinafter "Purchaser") wishes to reserve the right to purchase a unit in the Project and to participate in the Association of Co-owners formed for the operation and regulation of the common elements of the Project.

IT IS AGREED AS FOLLOWS:

Purchaser, in consideration of the mutual promises of other Purchasers and other good and valuable consideration, hereby reserves the right to participate in the proposed Project by purchasing the above referred Condominium unit, together with an undivided interest in the common elements of the Project for the price of \$ _____ (the "Purchase Price").

Purchaser agrees that he will pay the Purchase Price as follows:

(a) \$ _____ upon execution of this Agreement (to be held in escrow with ATA National Title Group of 13919 S West Bay Shore Dr., Suite 105, Traverse City, MI 49684 under an Escrow Agreement dated _____, the terms of which are incorporated herein and made a part hereof), provided further, all sums deposited shall be so held in escrow and shall be returned to the Purchaser within three (3) business days after withdrawal from this Agreement as provided herein,

(b) \$ _____ upon receipt of the Purchaser’s Information Booklet containing the Condominium documents (to be held in escrow under the same terms as Subparagraph (a) above),

(c) \$ _____ upon commencement of construction of Crystal Lake Storage Barns (to be held in escrow under the same terms as Subparagraph (a) above),

(d) To pay the remaining portion of the Purchase Price as follows:

(1) In cash at closing;

- (2) To pay \$_____ in cash and to finance the balance under a conventional mortgage.

If Purchaser elects to finance the Purchase Price under a conventional mortgage, he shall make good faith application at his sole cost for a mortgage commitment within ten (10) days after this Agreement becomes a binding purchase agreement pursuant to Paragraph 2 below.

Closing on the reserved unit shall occur seven (7) days after the expiration of the waiver period described in Paragraph 2 below.

Purchaser agrees that, in addition to the Purchase Price, he will be liable after closing for his proportionate share of the Association Assessment for maintenance, repair, replacement and other expenses of Administration as outlined in the Condominium Bylaws.

1. **PLAN AND PURPOSE**

Crystal Lake Storage Barns Condominium Association has been, or will be, established as a Michigan non-profit corporation for the purpose of operating and maintaining the common elements of the Condominium. Each Co-owner shall be a member of the Association and will be subject to the Bylaws and regulations thereof. Purchaser hereby subscribes to and agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plans of the Project and the Articles of Incorporation, Bylaws and Regulations, if any, of the Association, the contents of which documents will be as Developer, in its discretion, deems appropriate.

2. **EFFECT OF AGREEMENT**

This Agreement shall become a binding purchase agreement upon Developer and Purchaser upon the expiration of nine (9) days after receipt by Purchaser of the Condominium documents. However, if Purchaser shall waive the nine (9) day period in writing, then this Agreement shall become immediately binding upon the execution of such waiver.

3. **CONVEYANCE OF TITLE**

In consideration of this Agreement, the Developer agrees to convey to Purchaser good and marketable title to said unit subject to easements and restrictions of record, all pertinent governmental regulations and subject to the instruments mentioned in Paragraph 1 above. Purchaser agrees to consummate the purchase of said unit from Developer within nine (9) days after Developer has notified Purchaser in writing that it is prepared to tender title and possession to him. 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 and taxes, assessments and insurance will be adjusted to the date of closing.

County taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1

to the date of closing, and Purchaser with the balance of the year. City taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30.

In addition to the Developer's credit for tax proration at the time of closing and in the event that 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 percentage of value share of real estate taxes with respect to the Condominium Project which will next fall due.

Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued in a face amount equal to the purchase price of the unit. A commitment therefore will be furnished to Purchaser by Developer at or prior to closing.

An amount equal to two (2) months' estimated maintenance assessment shall be paid by Purchaser to Developer on behalf of the Association at the time of closing as a non-refundable working capital deposit.

4. CANCELLATION RIGHTS OF PURCHASER

Unless the Purchaser waives the right of withdrawal, the Purchaser may withdraw from this Agreement without cause and without penalty if the withdrawal is made before conveyance of the unit and within nine (9) business days after receipt of the Condominium documents and the amounts theretofore paid by him under this Agreement will be refunded to him in full satisfaction and termination of any rights and liabilities of Purchaser and Developer of any sort hereunder and shall wholly cease and terminate.

5. CANCELLATION RIGHTS OF DEVELOPER

If Developer determines not to establish the Purchaser's unit in the Condominium Project, then Developer shall so notify Purchaser in writing. In such event, Developer reserves the right to return all sums received for reservation of the right to purchase said unit to Purchaser or his successors, and thereupon, all rights of Purchaser shall cease and terminate without further liability on the part of Developer.

The Developer may, at its option, release the obligations of Purchaser under this Agreement in the event Purchaser shall secure another Purchaser who is satisfactory to the Developer. This Agreement is not otherwise assignable.

6. **SECURITY FOR COMPLETION**

After expiration of the withdrawal period provided in Paragraph 5, Developer shall be required to retain sufficient funds in escrow or to provide sufficient security to assure completion of all improvements labeled "Must Be Built" in the Condominium Subdivision Plan.

7. **ARBITRATION**

At the exclusive option of the Purchaser, any claim which might be the subject of a civil action against the Developer which involves an amount less than Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), and arises out of or relates to this purchase agreement or the unit or Project to which this agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

8. **DEFAULT**

If the Purchaser shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Purchaser, then, forthwith at the option of the Developer all rights of Purchaser under this Agreement shall terminate. If Purchaser's rights are terminated subsequent to this Agreement becoming a binding purchase agreement pursuant to Paragraph 2 hereof, 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 on page one hereof. If Purchaser's rights terminate prior to the time this Agreement becomes a binding purchase agreement pursuant to Paragraph 2 hereof, all sums paid by Purchaser shall be refunded to him and neither party hereto shall be obligated further.

9. **ORAL REPRESENTATION NOT TO BE RELIED UPON**

This Agreement will supersede any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

10. **NOTICES**

All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary First Class Mail or by registered or certified mail, postage prepaid, and return receipt requested, 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.

11. **USAGE OF TERMS**

The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the context indicates a contrary intention.

12. **THE CONDOMINIUM BUYERS' HANDBOOK**

Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of the Condominium Buyers' Handbook published by the Michigan Department of Licensing and Regulatory Affairs.

This Agreement is executed by the parties on the _____ day of _____, 20____. Purchaser hereby acknowledges receipt of a copy of this Agreement and the Escrow Agreement referred to above.

The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS CONTAINED HEREIN WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

Purchaser

Purchaser

Address:

Email Address:_____

DEVELOPER:
CRYSTAL LAKE STORAGE BARNS, LLC, a
Michigan limited liability company

By: David Sperry
Its: Member

Purchaser's Telephone No.:

Developer's Telephone No.:

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EXHIBIT "A"

(Part of Purchase Agreement)

Condominium Unit No. _____

Address: _____

Purchaser: _____

The following is a list of additional items, changes and/or extra features to be added to the foregoing Condominium unit. Purchaser will pay the total price shown below for such items within ten (10) days after Purchase Agreement becomes a binding Purchase Agreement in accordance with the General Provisions and the liquidated damage provision set forth in the Purchase Agreement shall be applicable thereto in the event of Purchaser's default.

a.	_____	\$ _____
b.	_____	\$ _____
c.	_____	\$ _____
d.	_____	\$ _____
e.	_____	\$ _____
f.	_____	\$ _____
g.	_____	\$ _____
h.	_____	\$ _____
i.	_____	\$ _____
j.	_____	\$ _____
k.	_____	\$ _____
l.	_____	\$ _____

TOTAL: \$ _____

Dated: _____

_____ Purchaser

_____ Purchaser