

CONDOMINIUM PURCHASE AGREEMENT
MAYFIELD BARNS CONDOMINIUM

Condominium Unit No. _____ ("Unit")

WHEREAS, Mayfield Barns, LLC (hereinafter "Developer") is developing **Mayfield Barns Condominium**, a storage Condominium Project located in the Township of Mayfield, Grand Traverse 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 Coowners formed for the operation and regulation of the common elements of the Project.

IT IS AGREED AS FOLLOWS:

1. TERMS

Purchaser, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby reserves the right to participate in the Project by purchasing the Unit, together with an undivided interest in the common elements of the Project for the price of _____ Dollars (\$ _____), which is inclusive of all additions described in Exhibit "A" (the "Purchase Price").

Purchaser agrees to pay the Purchase Price as follows:

(a) An amount equal to ten (10%) percent of the Purchase Price ("Initial Deposit") upon execution of this Agreement (to be held in escrow with The Talon Group Title & Escrow Agency, of 415 Munson Avenue, Suite 102, Traverse City, Michigan 49686 ("Escrow Agent"), under an Escrow Agreement dated _____, 2022 ("Escrow Agreement"), the terms of which are incorporated herein and made a part hereof), provided further, if necessary, all sums deposited in escrow shall be returned to the Purchaser within ten (10) business days after withdrawal from this Agreement as provided for in Paragraph 5. **Upon expiration of the Withdrawal Period, in order to initiate construction of the Unit and related common elements, Purchaser agrees and acknowledges that the Initial Deposit shall be deemed non-refundable and released to the Developer for said purposes as provided for hereinafter.**

(b) Not later than ten (10) business days after the expiration of the Withdrawal Period, a second deposit in the amount of fifty percent (50%) of the remaining balance of the Purchase Price less the sum of the Initial Deposit is due ("Second Deposit"), which shall be held in escrow with the Escrow Agent in accordance with the Escrow Agreement. **Purchaser agrees and acknowledges that to the extent not already released to the Developer, the Second**

Deposit shall be non-refundable and released to the Developer for purposes relating to the construction of the Unit and related common elements as provided for hereinafter.

(c) Not more than ten (10) business days after Developer gives Purchaser notice of completion of the exterior walls and roof appurtenant to the Unit, the Purchaser shall make a final deposit in the amount of fifty percent (50%) of the remaining balance of the Purchase Price less the sum of the Initial Deposit and Second Deposit ("Final Deposit") (the Initial Deposit, Second Deposit and Final Deposit shall collectively be referred to herein as "Deposits"), which shall be held in escrow with the Escrow Agent in accordance with the Escrow Agreement. **Purchaser agrees and acknowledges that to the extent not already released to the Developer, the Deposits shall be non-refundable and released to the Developer for purposes relating to the construction of the Unit and related common elements as provided for hereinafter.**

(d) Purchaser agrees to pay, at closing, any remainder of the original Purchase Price to include any balance due for modifications requested by Purchaser after the initial execution of this Agreement.

Closing on the reserved unit shall occur seven (7) days after the Developer receives a Certificate of Occupancy, whether temporary or final, for the Unit.

Purchaser acknowledges that Purchaser will be liable after closing for their proportionate share of the Association Assessment for maintenance, repair, replacement and other expenses of Administration as outlined in the Condominium Bylaws.

2. PLAN AND PURPOSE

Mayfield Barns Condominium Association has been, or will be, established as a Michigan nonprofit corporation for the purpose of operating and maintaining the common elements of the Condominiums. Each Coowner 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, and copies of which have been furnished to Purchaser.

3. 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 at which time all Deposits shall be deemed non-refundable and released to Developer. 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.

4. CONVEYANCE OF TITLE

In consideration of this Agreement, the Developer agrees to convey to Purchaser good and marketable title to the Unit subject to easements and restrictions of record, all pertinent governmental regulations and subject to the instruments mentioned in Paragraph 2 above. Purchaser agrees to consummate the purchase of the 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.

Taxes will be prorated based on local custom. 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.

All expenses and costs shall be prorated in accordance with local custom including the pro-ration of the Association Assessments.

An amount equal to one-sixth (1/6th) of the annual maintenance assessment shall be paid in advance by Purchaser to Developer on behalf of the Association at the time of closing as a working capital deposit for the Association.

5. 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 ("Withdrawal Period") 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. **After the Withdrawal Period, Purchaser shall have no right to withdraw or terminate this Agreement, and all Deposits made hereunder shall be deemed irrevocable and may be released by Escrow Agent to Developer as provided for herein. Purchaser hereby releases and agrees to indemnify and hold harmless Escrow Agent from any cost, claim or liability related to the Deposits.**

Notwithstanding, should Purchaser wish to terminate this Agreement after the Withdrawal Period but before closing, Purchaser may give Developer a notice specifying its wish

to be relieved from its obligations under this Agreement. Upon receipt of such notice, Developer shall market the Unit for sale to third parties. Upon entering into a purchase agreement with a third party for the Unit where such new purchaser deposits with Developer an amount not less than the Deposits and providing for a purchase price satisfactory to Developer, Developer shall refund an amount to Purchaser equal to the Deposits less any expenses Developer incurs related to the sale and marketing of the Unit. Upon being refunded the Deposits, the parties hereto shall be deemed to have been fully released from this Agreement.

6. **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 Deposits, 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.

7. **SECURITY FOR COMPLETION**

After expiration of the Withdrawal Period provided in Paragraph 5, Developer is 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. Purchaser hereby acknowledges that all improvements in the Condominium Subdivision Plan are labeled "Need Not Be Built" and no improvements are labeled "Must Be Built", and therefore Developer is not required to retain any monies in Escrow pursuant to this Paragraph.

Notwithstanding anything to the contrary provided for herein, Developer agrees that the Deposits shall be held by the Escrow Agent and used solely for the purposes related to the construction of the Unit and appurtenant general and limited common elements and shall be released by the Escrow Agent to the Developer or directly to its contractors and/or subcontractors as construction draws pursuant to sworn statements provided by the Developer to Escrow Agent and for no other purpose.

8. **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 00/100 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.

9. **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 3 hereof, any amount paid toward the Purchase Price shall be retained by the Developer as reasonable liquidated damages. Purchaser acknowledges that the retention of all Deposits is reasonable because of Developer's reliance on this Agreement in commencing and/or completing improvements for the Project. If Purchaser's rights terminate prior to the time this Agreement becomes a binding purchase agreement pursuant to Paragraph 3 hereof, all sums paid by Purchaser shall be refunded to him and neither party hereto shall be obligated further.

10. **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.

11. **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.

12. **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.

13. **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:

Purchaser=s Telephone No.:

Email Address:

DEVELOPER:

Mayfield Barns, LLC, a Michigan limited liability company

By:

Its:

Developer=s Telephone No.:

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
