

**CONDOMINIUM ADDENDUM
TO
WEST MICHIGAN REGIONAL PURCHASE AGREEMENT**

Project: Maplewood Village

Seller/Developer: Maplewood Village Development, LLC
107 E 18th Street, Holland, Michigan 49423

Purchaser(s): _____

Unit No.: _____

Date: _____

Developer and Purchaser have entered into a Purchase Agreement (“**Agreement**”) pursuant to which Purchaser has agreed to purchase from Developer the condominium unit described above (the “**Unit**”) in Maplewood Village, a condominium project located in City of Holland, Allegan County, Michigan. This Condominium Addendum is attached to and made apart of the Agreement in order to set forth the general terms and conditions applicable to the sale of units in Maplewood Village. **In case of conflict or inconsistency between the standard pre-printed terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control.**

1. **Plan of Development.** Developer is engaged in the development of a condominium project known as Maplewood Village to consist of not more than 46 units, located in City of Holland, Allegan County, Michigan (the “**Project**”) and has organized the Maplewood Village Condominium Association, a Michigan nonprofit corporation (the “**Association**”) for the purpose of operating and maintaining the common elements of the Project. All Co-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 contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plan of the Project and in the Articles of incorporation, Bylaws and Rules and Regulations, if any, of the Association (the “**Condominium Documents**”).

2. **Purchase of Unit.** Purchaser agrees to purchase the Unit from Developer pursuant to the terms and conditions set forth in the Agreement, as modified by this Addendum. (The Agreement, as modified by this Addendum, is sometimes referred to below as “**this Agreement**”).

a. The Unit shall be located as indicated in the site plan for the Condominium Project,

which Purchase acknowledges he has examined. If the Unit is not complete on the date of this Agreement, the Unit shall be constructed in accordance with the Developer's master plan. Finishing items shall be completed by Developer in accordance with the finishing package selected by Purchaser.

- b. The developer may make any reasonable changes or substitutions of comparable material, equipment, or appliances called for in the specifications that are in accordance with applicable building codes. Landscaping and construction materials shall also be within the discretion of the developer unless otherwise expressly provided in this agreement. The developer may change the size, style, location, and ground elevation of any buildings or units not yet sold or completed or of any limited common elements appurtenant to the unit at any time.
- c. The purchase price of the unit shall include all standard appliances and fixtures that are owned by the developer and situated in the unit on the closing date, but no furnishings or extra features shall be included in the purchase price unless specifically provided for in the basic plans or in any specification sheets attached to this agreement. Furniture, wall coverings, furnishings, draperies, and the like shown in any model unit are only for display purposes and are not considered part of the unit for the purpose of this agreement.
- d. If the purchaser orders changes, additions or modifications to the Unit or Unit finishes (collectively "**Extras**"), such Extras shall be honored only if requested in writing and provided to the Developer. If the cost of such Extra's exceeds, or is otherwise not included in, any allowance in the Purchase Price, the Purchaser shall then deposit with Developer, in addition to any progress payments required by these Agreement, the full amount of the estimated cost of such extras. Developer may refuse to proceed with construction of the Unit, and may declare a default under this Agreement, if Purchaser fails to make such a payment within three (3) business days of a demand therefore. Purchaser and Developer shall prepare and execute an appropriate written document reflecting any agreement they reach concerning Extras.
- e. The unit and the purchaser's rights to it are subject to the terms of the Michigan Condominium Act, MCL 559.101 et seq.

3. **Terms of Purchase.** Purchaser shall pay Developer the Purchase Price as provided elsewhere in this Agreement. Purchaser agrees that, in addition to the purchase price set forth herein, he will be liable for (i) his proportionate share of the monthly dues assessment imposed by the Association with respect to the month in which closing occurs, and the full monthly dues assessment with respect to the month following the date of closing, for maintenance, repair, replacement or other expenses of administration as set forth in the Condominium Bylaws of the Project, (ii) an amount equal to two (2) months' estimated monthly assessments (maintenance fees) to be paid to the Association at the time of closing as a working capital contribution, and (iii) his proportionate share of any property taxes levied against either (a) the Project as a whole for the year in which the closing occurs if the closing occurs in the year the Project is first created, or otherwise (b) the Unit for the year in which the closing occurs.

Property taxes shall be prorated to the date of closing on a calendar year basis based on the most recent, available tax information.

If this Agreement is contingent upon the availability of financing, Purchaser shall have seven (7) days to determine whether financing satisfactory to him can reasonably be expected to be available at the time of the closing. It shall be Purchaser's obligation to advise Developer within seven (7) days of the date of this Agreement if such financing cannot reasonably be expected to be available. If Purchaser does not notify Developer of his intention to withdraw from this Agreement because of the expected unavailability of satisfactory financing in writing within seven (7) days from the date it becomes a binding Purchase Agreement, the financing contingency shall be deemed to have been waived, and no further right of withdrawal shall exist, even if Purchaser's financing expectations are not borne out.

If Purchaser does, in a timely fashion, notify Developer of Purchaser's intention to withdraw from this Agreement because of the unavailability of financing, Developer shall have a period of 20 days to obtain financing for Purchaser or agree to supply it to Purchaser on terms not less favorable than those generally prevailing in the community to borrowers having the financial standing of Purchaser. If Developer does so, Purchaser shall be obligated to accept such financing, the financing contingency set forth above shall be deemed satisfied, and this Agreement shall remain binding upon Purchaser. Developer shall be under no obligation to commence construction of Purchaser's unit until the financing contingency contained herein has been fulfilled or waived.

4. Conveyance of Title. Developer agrees to convey to Purchaser good and merchantable title to the Unit, subject to: (1) current general real estate taxes; (2) the outstanding balance of special assessments (principal and interest), if any, against the Unit, including fees for sewer trunkage and water trunkage; (3) special city or county taxes or assessments for improvements not yet completed; (4) easements, covenants, restrictions and building lines of record (5) applicable zoning and building laws or ordinances; (6) acts done or suffered by Purchaser; (7) the Act, (8) the Master Deed for the Project and all amendments thereto; and (9) liens and other matters over which the title insurer provided for herein commits to insure.

Purchaser further agrees to consummate the purchase of the Unit within 10 days after notice from Developer that Developer is prepared to tender title and possession, and to pay the balance of the purchase price as set forth in this Agreement, for disbursement in accordance with the terms of the Escrow Agreement attached hereto.

In the event that Purchaser has entered into a contract for the modification of the Unit or for the acquisition and installation of extras related thereto with a party other than the Developer the rights of the parties shall be governed by such contract and the Developer assumes no responsibility for any performance or payments required by such contract.

5. Assumption of Obligations. Purchaser agrees that he will assume and hereby assumes as of the date of closing all obligations appurtenant to the Unit under the Master Deed.

6. Cancellation Rights of Purchaser. All funds paid by Purchaser pursuant to this Agreement shall be deposited with Transnation Title Agency of Michigan Lakeshore Division,

LLC as escrow agent (or with such other escrow agent qualified to act as such as may be later substituted in said capacity), under a certain Escrow Agreement between Developer and the escrow agent attached hereto as Exhibit B and incorporated herein by reference the terms of which are accepted by Purchaser, who agrees to be bound thereby as though originally made a party to such agreement. In the event of Purchaser's withdrawal from this Agreement before the expiration of the withdrawal period described below in this Paragraph 6, such funds shall be returned to Purchaser within three business days after written notification of such withdrawal has been received by escrow agent, and thereupon all rights and liabilities of Purchaser and Developer hereunder shall wholly cease and terminate.

Unless Purchaser elects to voluntarily waive his right to withdrawal, Purchaser may withdraw from this Agreement without cause and without penalty if such withdrawal is made before the conveyance of the Unit and within nine business days after receipt of the documents required by Section 84a of the Act, which withdrawal period shall include the day on which those documents are received if that day is a business day.

After expiration of the withdrawal period, Developer shall retain sufficient funds in escrow (or provide sufficient security) to assure completion of only those uncompleted structures and improvements labeled "must be built" under the terms of the Condominium Documents.

7. **Cancellation Rights of Developer.** If, before the expiration of the withdrawal period described in Paragraph 6 above, the Developer determines not to construct the Unit to be purchased hereunder or for any other reason desires to withdraw as a party to this Agreement, then Developer shall so notify Purchaser in writing. In either case, Developer reserves the right to cause to be returned to Purchaser or his successors all sums paid hereunder, and thereupon all rights of Purchaser shall cease and terminate without further liability on the part of the Developer.

It is understood that Purchaser's credit is subject to approval by Developer and by any proposed mortgagee. After the expiration of the withdrawal period described in Paragraph 6 above, Purchaser's rights may be canceled by Developer in the event that a mortgage commitment as described in Paragraph 3 cannot be secured under the terms provided therein. In such event, Developer shall cause to be returned to Purchaser all of the sums paid hereunder and this Agreement shall be considered null and void and all Purchaser's and Developers rights shall cease and terminate without further liability on the part of either party.

8. **Good-Faith Deposit.** Purchaser shall deposit the amount identified in Section 23 of the West Michigan Regional Purchase Agreement, to be applied to the Purchase Price at Closing. Except as provided in Section 9 below, the Good-Faith Deposit shall be non-refundable, and shall be retained by Developer in the event Purchaser fails to close as required by the Purchase Agreement.

9. **Default by Purchaser.** If Purchaser shall default in the performance of any of the payments or obligations called for in this Agreement and such default shall continue for 10 days after written notice sent by Developer to Purchaser then, at the option of Developer, all rights of Purchaser under this Agreement shall terminate immediately.

If Purchaser's rights terminate before the expiration of the withdrawal period described in

Paragraph 6 above, or if Developer shall default in any manner hereunder, all sums paid by Purchaser shall be refunded to him, and neither party hereto shall be obligated further. If Purchaser's rights are terminated after expiration of the withdrawal period described in Paragraph 6 above, any amount paid by Purchaser toward the purchase price of the total cost thereof (including the Good-Faith Deposit identified in Section 21 of the West Michigan Regional Purchase Agreement and any amounts for extras or modifications) may be retained by the Developer as liquidated damages, or Developer, at its option, may elect to pursue any legal or equitable remedy available to it under the laws of the State of Michigan for recovery of actual damages or otherwise.

10. **Possession.** Developer agrees to deliver possession of the Unit at time of closing unless otherwise mutually agreed by Purchaser and Developer.

11. **Closing.** This sale shall be closed and the payment of the purchase price and delivery of the deed shall be made in accordance with this Agreement at such place and on such date as Developer shall designate by notice to Purchaser as provided in Paragraph 4. At or before closing, the Developer shall provide Purchaser at Developer's expense with a standard form commitment for issuance of an owner's policy of title insurance by Transnation Title Agency of Michigan Lakeshore Division, LLC (or such other title insurance company as Developer may designate) showing title in Purchaser subject to (a) the general printed exceptions contained in the policy and (b) the title exceptions set forth above in Paragraph 4, and promptly after closing shall cause to be issued and delivered to Purchaser an owner's policy of title insurance based upon such commitment. The title policy or commitment therefore shall be conclusive evidence that a good and merchantable title is being conveyed to Purchaser, and shall be in the amount of the purchase price designated elsewhere in this Agreement. Purchaser shall pay for recording the deed to the Unit, mortgage costs (if any), and other closing costs customarily paid by purchasers of comparable real estate in Allegan County, Michigan. If the owner's policy or commitment shows a defect in Developer's title, Developer shall have 120 days from date of delivery to insure against loss or damage to Purchaser occasioned thereby. If Developer fails to clear its title as aforesaid, then at the option of Purchaser, this Agreement shall become null and void and all deposits made by Purchaser shall be returned to him immediately.

12. **Failure to Perform.** Tender of deed or purchase money shall not be necessary where the other party has defaulted. A failure to appear at the time and place stated above on notice to close the Transaction shall be a default. A failure to furnish to Developer and/or mortgagee all requested credit information and to sign customary papers relating to the application and securing of a mortgage commitment pursuant to Paragraph 3 shall be a default. Time is of the essence of this Agreement, and the words "date hereof" mean date of acceptance of this Agreement by Developer.

13. **Advertising.** For the purpose of completing the sales promotion of the Project, Developer, its agents, successors and assigns, are hereby given full right and authority to maintain on the condominium property (excluding the Purchaser's Unit) until the sale of the last Unit therein, such signs, transient parking, sales offices and/or model units as Developer may desire, together with rights of ingress and egress therefrom for Developer and its agents, successors and assigns, and any of their respective licensees or invitees. Developer shall restore the common elements to habitable status upon termination of use.

14. **Assignability.** This Agreement is personal to Purchaser and Purchaser may not

assign this Agreement without the prior written consent of the Developer, which may be withheld with or without cause. Any purported assignment of this Agreement in violation of this Paragraph shall be voidable at the option of Developer. Developer's refusal to consent to an assignment shall not entitle Purchaser to terminate this Agreement or give rise to any claim for damages against Developer, Developer may assign its rights hereunder and, if such assignment shall be for the purpose of securing a lender to Developer, Purchaser's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender.

15. **Warranty Matters.** Please see the Express Limited Warranty attached as Exhibit A.

16. **Construction Specifications.** The Unit shall be constructed in accordance with the Residential Construction Performance Guidelines, Consumer Reference, Fifth Edition, issued by the National Association of Home Builders.

17. **Risk of Loss.** Until date of closing, all risk of loss with respect to the Purchaser's Unit from fire and the elements shall be borne by Developer.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE ACTING ON BEHALF OF PURCHASER UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

19. **Notices.** All notices and demands required by this Agreement shall be made in writing and shall be considered received on the date following the day on which such notice is deposited in the United States mail, first class postage prepaid, and addressed to Developer, or to Purchaser, at the respective addresses given herein or to Purchaser's attorney, or such written notices and demands may be made by personal delivery to either party or to such party's attorney.

20. **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 \$2,500.00, 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. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

21. **Customization During Withdrawal Period.** Prior to the time this Purchase Agreement becomes binding upon a Purchaser, the Purchaser may nonetheless hire Developer to customize a Unit and determine the cost of building the Unit as customized. Customization during the withdrawal period will be handled on the following basis: Purchaser will hire Developer to customize a Unit within the design and planning restrictions established by the Condominium Documents. Purchaser shall pay Developer a non-refundable fee of \$_____ to pay for architectural, engineering, legal and other fees that may accompany the preparation of the chosen

condominium Unit Plan. This fee is not a part of the purchase price per Unit nor in any way related to the purchase price; instead, it represents a charge for specific services rendered regardless of whether a Unit is purchased. Purchaser acknowledges that the exterior design style and theme of the Condominium Project are to be maintained and that customization will be related principally to the interior of the Unit, and Developer has the right of approval or rejection of such customized plans. Upon preparation of customized plans for the Unit, Developer shall calculate a sale price for the Unit as customized. The sale price for the Unit as customized shall be transmitted to Purchaser, along with the cost of a standard Unit and an explanation of all differences between the two. Within three (3) days after receipt of such cost, Purchaser will advise Developer whether he or she wishes to purchase (i) the Unit as customized, or (ii) Developers' standard Unit. If Purchaser wishes to purchase a Unit as customized, this Purchase Agreement shall, as soon as possible, be amended to provide for the customization selected by Purchaser.

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

23. **Interpretation.** Each pronoun used in this Agreement shall include any gender, neuter, or number that the identity of its antecedent may require.

DEVELOPER:

Maplewood Village Development, LLC

By: Ace Builders, Inc.
Its Member

Dated: _____

By _____
Jerry Overbeek
Its President

PURCHASER(S):

Dated: _____

Dated: _____

Exhibit A
Express Limited Warranty

THIS EXPRESS LIMITED WARRANTY IS THE ONLY WARRANTY WHICH DEVELOPER WILL PROVIDE WITH PURCHASER'S UNIT. IT IS PART OF DEVELOPER'S CONTRACT WITH PURCHASER FOR THE PURCHASE OF PURCHASER'S UNIT. UNDER THIS WARRANTY, DEVELOPER AGREES TO REPAIR OR REPLACE ANY ITEMS COVERED BY THE WARRANTY WITHOUT COST TO THE PURCHASER, IF A VALID CLAIM IS MADE WITHIN THE WARRANTY PERIOD, AS DEFINED BELOW.

- A. **Length of Warranty.** The express limited warranty shall last for one (1) year beginning the earlier of (i) the date Purchaser and Developer close the sale of the Unit (the "closing") or (ii) if the Purchaser executed a Purchase Agreement to Purchase the Unit before a certificate of occupancy had been issued for the Unit, then from the date the certificate of occupancy was issued. The warranty is only extended to Purchaser, and will end earlier if Purchaser sells the Unit prior to the end of the warranty period.
- B. **Transferability.** The warranty only extends to Purchaser as the buyer of the Unit. Purchaser cannot transfer or sell it to anyone else.
- C. **What is Covered Under the Express Limited Warranty.** Developer will repair or replace, as Developer deems necessary, any defective materials or workmanship in the structural portions of the Unit for a period of one (1) year from the date of the closing. The structural portions include the walls, floors, roof, ceiling, foundation, windows, ducts, wiring and pipes. Drywall cracks or nail pops caused by settling or acclimatization during the Warranty period will be repaired by Developer (this does not apply to drywall hung in an unheated garage or other unheated space). Developer shall not be responsible, however, to repaint the area where such drywall cracks or nail pops were repaired. Developer will also repair and replace, within thirty (30) days from the date of the closing, any minor defects within the Unit noted on a preclosing inspection checklist as mutually agreed to by both parties.
- D. **Items or Conditions Not Covered by this Express Limited Warranty.** This express limited warranty does not apply to the following items, conditions, or problems: 1) damage caused by Purchaser or third parties; 2) damage due to ordinary wear and tear; 3) damage from acts of God or natural catastrophes; 4) problems caused by failure to make normal maintenance; 5) hairline cracks in walls, driveways, sidewalks, or in areas with ceramic tile; 6) heaving of cement; 7) any external treatments on the Unit; and 8) acoustical problems.

This express limited warranty also does not cover the following items, which may carry a manufacturer's warranty: Refrigerator, Dishwasher, Electric range, Cook-top, Vent Hood, Microwave, Garbage disposal, Furnace, Air Conditioner, and Hot water heater. In the event of any problem with these items, Purchaser should make a warranty claim against the manufacturer.

- E. **Extent of Express Limited Warranty.** This express limited warranty does not cover any lost profits, incidental damages, consequential damages, or damages to persons or property which Purchaser may suffer as the result of any defect in the Unit which is otherwise within

the coverage of this express limited warranty. In addition, this express limited warranty only extends to the actual cost to repair or replace covered items. The limitations on liability for lost profits, incidental damages, and consequential damages shall survive any failure of essential purpose of the warranty provided in this Purchase Agreement. This express limited warranty cannot be modified or amended except by writing signed by Developer. In no event shall Developer's total liability arising during the warranty period exceed the collective sales price of the Unit as it was contracted. **DEVELOPER IS EXTENDING AND PURCHASER IS ACCEPTING THIS EXPRESS LIMITED WARRANTY IN CONSIDERATION FOR PURCHASER'S WAIVER OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- F. **Making a Claim.** If it becomes necessary to make a claim during the one (1) year warranty period, or a lesser period if applicable, Purchaser must notify Developer in writing of the claim within the warranty period. If Developer determines Purchaser's claim is covered by the express limited warranty, then within sixty (60) days of such determination, Developer will, at Developer's option, repair or replace the defective item.