

# STILLWATER Reservation Agreement

WHEREAS, Liberty Davison Associates, L.L.C., a Michigan Limited Liability Company (hereinafter known as "Seller"), offers sites in a residential condominium Project known as **STILLWATER CONDOMINIUM**, located in Davison Township, Genesee County; and

WHEREAS, each building site will be a separate residential Unit subject to sole ownership and will constitute a Condominium Unit as defined under Michigan law; and whereas \_\_\_\_\_ (hereinafter known as "Depositor") wishes to reserve a Unit in the Condominium for purchase and construction of a residence thereon.

**IT IS AGREED AS FOLLOWS:**

1. Seller agrees to reserve Unit \_\_\_\_\_ in the Condominium Project for purchase by Depositor(s) and for construction of a residence thereon.
2. In consideration of such reservation, Depositor agrees to deposit the sum of \$ **1,000.00** to be held by Security Union Title Insurance Company by and through its agent, **Philip R. Seaver Title Company, Inc.**, of 2700 North Woodward Avenue, Bloomfield Hills, Michigan 48304, under an Escrow Agreement, the terms of which are attached hereto and incorporated by reference.
3. Depositor agrees that, upon notice from Seller so requesting, Depositor will execute and deliver to Seller formal documents of purchase with respect to said Unit which documents shall include, but need not be limited to, a Site Purchase Agreement. Such documents of purchase and their contents and the contents of documents of any nature by which the Condominium may be established shall be within the sole discretion of Seller.
4. Depositor agrees to promptly submit, upon request by Seller, such personal and financial information as Seller may in its discretion require to determine whether Depositor will be preliminarily accepted or rejected for participation in the Condominium project. In the event that Depositor is rejected for participation, this Agreement shall immediately terminate and the deposit shall be refunded without further liability on the part of either party. Preliminary acceptance by Seller shall not be deemed (a) final approval for purchase, or (b) final credit approval for mortgage financing purposes, which right of final approval is reserved as specified in the formal documents of purchase referred to above.
- 5. If Depositor fails or refuses for a period of 3 days after notice to Depositor by Seller so requesting, (a) to execute and deliver said formal documents of purchase, or (b) to deliver such personal or financial information as Seller may require, then this Agreement shall terminate, and the deposit shall be refunded in full without further liability on the part of either party.**
6. Depositor's home (address listed below) shall be offered for sale and listed with a multiple-list (MLS) real estate firm for the duration of this Reservation. In the event that Depositor home is not offered for sale, then this Agreement shall immediately terminate and the deposit shall be refunded in full within 3 business days without further liability on the part of either party.
7. If Depositor desires to withdraw his reservation at any time prior to execution by him of the formal documents of purchase referred to above, then this Agreement shall terminate immediately upon written notice to Seller by Depositor and the deposit hereunder shall be refunded in full within 3 business days after Seller's receipt of such notice without further liability on the part of either party.
8. This Reservation Agreement is not a Purchase Agreement. No lien of any sort is acquired by Depositor hereunder either upon the Unit covered hereby or upon the Condominium Project site. Depositor may not assign his rights under this agreement. The liability of Seller hereunder is at all times limited to the return of the deposit without interest.
9. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered, faxed, or sent by ordinary first class mail or by registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient party at the address shown below (or Buyer's Agent). For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed to be effective upon mailing or personal delivery, whichever is applicable.
10. Depositor hereby acknowledges receipt prior to execution of this Agreement of a copy of The Condominium Buyers handbook published by the Michigan Department of Commerce.

Liberty Davison Associates, L.L.C., a Michigan Limited Liability Company

\_\_\_\_\_  
Authorized Officer or Agent  
P.O. Box 250, Davisburg, MI 48350  
Office: (248) 933-9400

\_\_\_\_\_  
Depositor

\_\_\_\_\_  
Depositor

Dated \_\_\_\_\_

\_\_\_\_\_  
Address of Depositor(s)

## **Reservation / Building Agreement Policy**

- 1) **RESERVATION** - This reservation is a non-binding agreement to purchase a home at a future date. A reservation is taken for a specific Homesite, giving the buyer the first opportunity to purchase that site when the site is available for construction.
- 2) **TERM** - This Reservation will be in effect until both parties have agreed to a Building and Site Agreement. If the Agreements are not reached, the builder/developer can terminate this reservation and all monies will be returned to the Buyer and any and all obligations will therefore cease.
- 3) **CANCELLATION** - Reservations will not be cancelled in order to allow another Buyer to reserve a Homesite.
- 4) **PREMIUM LOCK** - Reservations "lock" the Homesite premium, but not the Home price.
- 5) **CONTRACT TIMING** - In general, Building Agreements will be available on sites that are available for construction within 60 days.
- 6) **FINANCING** - In general, construction loans are not necessary for Stillwater.
- 7) **DEPOSITS** - Deposits for Home construction can be as little as \$5,000 for the Building Agreement and \$1,000 for the Homesite. The \$1,000 placed for a Reservation will be transferred to the Site Agreement Deposit.

### **Site Release Schedule:**

**Homesites Available for Construction:      Sites 1 - 29**

**Other Estimated Releases:                      Site 30 - 60 (Available 2008)**