

HERITAGE SQUARE TOWNHOMES
PRELIMINARY RESERVATION AGREEMENT

Whereas, HERITAGE SQUARE DEVELOPMENT, LLC, a Michigan limited liability company (hereinafter known as "Developer"), of 272 W. Clay Avenue, Muskegon, Michigan 49440 has received approval from the City of Muskegon for a residential/commercial condominium project "HERITAGE SQUARE TOWNHOMES" located in the City of Muskegon, Muskegon County ("Project"); and

Whereas, _____
(Hereinafter known as "Depositor" wishes to reserve a proposed unit in Heritage Square Townhome Development for purchase;

IT IS AGREED as follows:

1. Developer agrees to reserve Model _____ Unit # _____ (located as indicated on the site plan for Heritage Square Townhomes, which Depositor acknowledges he has examined)
2. In consideration of such reservation, Depositor agrees to deposit the sum of One Thousand Dollars (\$1,000) to be held in an escrow account at LandAmerica TransNation Title without interest until such time as provided herein.
3. Subject to the provisions of Paragraphs 4 and 5 below, Depositor agrees that, upon notice from Developer or Developer's Broker, Real Estate West Michigan ("Broker") so requesting, he/she will execute and deliver a formal purchase agreement with respect to said purchase in a standard form of Purchase Agreement employed by Developer for Heritage Square Townhomes.
4. If Depositor fails or refuses, for a period of five (5) days after notice to Depositor by Developer requesting execution and delivery of said Purchase Agreements, to comply with such request, then this Agreement shall, at Developer's option, terminate and the Deposit shall be refunded in full without further liability on the part of either party.
5. If the Depositor desires to withdraw his reservation in writing to Developer or Broker any time prior to execution by him/her of the formal documents of purchase referred to above, then this Agreement shall terminate immediately. A Mutual

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Depositor Name _____ Date: _____

Model _____ Unit 3 _____

Release Form shall be completed by Developer and Depositor and the Deposit hereunder shall be refunded in full with five (5) business days without further liability on the part of either party. Nothing herein requires Depositor to proceed with the purchase of any unit.

- 6. 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 the purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed to be effective upon the date of the post mark or the date of personal delivery.
- 7. This Preliminary Reservation Agreement is not a purchase agreement. No lien of any sort is required by Depositor hereunder either upon the land covered hereby or upon Heritage Square Townhomes.
- 8. The liability of the Developer hereunder is at all times limited to the return of the Deposit without interest.

IN WITNESS WHEREOF, the parties hereto have executed this Preliminary Reservation Agreement as of the _____ day of _____, 200_____.

DEVELOPER
Heritage Square Development, LLC
272 W. Clay Avenue
Muskegon, Michigan 49440

By:
Gary Post
Its Member
Signature:

DEPOSITOR (Print Name & Address)

Signature:
