

WHITESTONE BAY CONDOMINIUM
INFORMATION STATEMENT AND RECEIPT

Notice to Purchaser: Paraphrased below are provisions of Section 84a of the Michigan Condominium Act ("Act"), which is being submitted to Purchaser to comply with the requirements of the Act. By signing below, Purchaser acknowledges that he has reviewed this Statement and has received from Developer a copy of the recorded Master Deed and its exhibits, a copy of the recorded First Amendment to Master Deed and its exhibits, a copy of the recorded Second Amendment to Master Deed, a signed Purchase Agreement and its exhibits, a copy of the Escrow Agreement, a Condominium Buyer's Handbook and the Disclosure Statement.

Section 84a of the Act provides in part:

1. The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

a. The recorded master deed.

b. A copy of the purchase agreement that conforms with Section 84 (of the Act), and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.

c. A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in Section 145 (of the Act).

d. A disclosure statement relating to the project containing all of the following:

- i. An explanation of the association of co-owners' possible liability pursuant to Section 58 (of the Act).
- ii. The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, and residential builder, and residential maintenance and alteration contractor.
- iii. A projected budget for the first year of operation of the association of co-owners.

- iv. An explanation of the escrow arrangement.
 - v. Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.
 - vi. If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project described in Section 32 (of the Act), and an explanation of the material consequences of expanding the project.
 - vii. If the condominium project is a contractible condominium project, an explanation of the contents of the master deed relating to the election to contract the project prescribed in Section 33 (of the Act), an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.
 - viii. If Section 66(2)(j) (of the Act) is applicable, an identification of all structures and improvements labeled pursuant to Section 66 (of the Act) "need not be built".
 - ix. If Section 66(2)(j) (of the Act) is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvements labeled pursuant to Section 66 (of the Act) "must be built".
 - x. Other material information about the condominium project and the developer that the administrator requires by rule.
- e. If a project is a conversion condominium, the developer shall disclose the following additional information:
- i. A statement, if known, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical and plumbing systems; and structural components. If the condition of any of the components of the building listed in this

subparagraph is unknown, the developer shall fully disclose that fact.

- ii. A list of any outstanding building code or other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.
- iii. The year or years of completion of construction of the building or buildings in the project.

2. A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in Section 84(2) (of the Act). An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in Section 84(2) (of the Act).

3. At the time the purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.

4. [Subparagraph 4 intentionally omitted -- business condominiums.]

5. With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

6. The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

7. In addition to other liabilities and penalties, a developer who violates this section is subject to Section 115 of the Act, which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages.

Dated: _____

PURCHASER:

Unit No. _____
