

# Lakewood Shores Property Owner's Association, Inc.

## Lot Sale Information

The parcels listed below are owned by the Association. The Board of Directors will consider all offers on these properties at any time. A copy of the purchase agreement can be found below, and all bidders should read the document thoroughly, PRIOR to submitting a SEALED bid. In the event of a tie, bidders will be contacted and offered a chance to submit another bid until such time as there is a clear winner. ***Sealed bid envelopes should be clearly marked "Do Not Open – Sealed Bid for Lot # XXX"***. The envelope should contain only, 1.) the highest price the bidder is willing to pay for the property, 2.) lot number being bid upon, and 3.) Bidder contact information, to include daytime phone numbers. Other bids on lots should be submitted in similar fashion. The LSPOA will attempt to contact successful bidders for a period not to exceed 72 hours after the determination of the highest bid has been made. In the case of a tie bid, the tied bidders will each be given another opportunity to bid via facsimile, until such time as the tie is broken. Failure to contact the successful bidder within 72 hours may cause the property to be listed again or offered to the next highest bidder. Questions and bids should be directed to the Executive Director of the Lakewood Shores Property Owner's Association well in advance of submitting a bid at (989) 739-2607. Mail bids to: LSPOA, Inc., Attention Executive Director - 7701 E. Cedar Lake Drive - Oscoda, MI. 48750

| <u>Lot #</u>               | <u>Location</u> | <u>Subdivision</u>     |
|----------------------------|-----------------|------------------------|
| ▶#69 }<br>▶#70 }           | Woodlea Rd. W.  | Lakewood South         |
| #86 }<br>#87 }             | Woodlea Rd. W.  | Lakewood South         |
| 591                        | Woodlea Rd. W.  | Lakewood South No. 2   |
| #636 }<br>#637 }<br>#638 } | Westover Dr.    | Lakewood South No. 2   |
| ▶862                       | Brookhaven Dr.  | Lakewood Shores No. 7  |
| 925                        | Brookhaven Dr.  | Lakewood Shores No. 7  |
| 1046                       | Brookhaven Dr.  | Lakewood Shores No. 7  |
| 1103                       | Cedarbrook Dr.  | Lakewood Shores No. 7  |
| 1120                       | Pine Tree Tr.   | Lakewood Shores No. 10 |
| 1133                       | Briarwood Way   | Lakewood Shores No. 10 |
|                            | Greenbriar Rd.  | Lakewood Shores No. 11 |
|                            | Cedarcrest Dr.  | Lakewood Shores No. 11 |
|                            | Maple Way       | Lakewood Shores No. 12 |
|                            |                 | Lakewood Shores No. 12 |

Continued on next page.

\* = Sale Pending    ▶ = Cloud on Title    # Sold together

| <u>Lot #</u> | <u>Location</u> | <u>Subdivision</u>         |
|--------------|-----------------|----------------------------|
| #28 }        | Berkshire Ct.   | Lakewood Shores G&CC       |
| #29 }        | Berkshire Ct.   | Lakewood Shores G&CC       |
| 62           | Westwood Dr.    | Lakewood Shores G&CC       |
| 63           | Westwood Dr.    | Lakewood Shores G&CC       |
| 88           | Westwood Dr.    | Lakewood Shores G\$CC      |
| 93           | Westwood Dr.    | Lakewood Shores G&CC       |
| 240          | Crestwood Dr.   | Lakewood Shores G&CC No. 2 |
| 241          | Crestwood Dr.   | Lakewood Shores G&CC No. 2 |
| 297          | Westwood Dr.    | Lakewood Shores G&CC No. 3 |
| 316          | Crestwood Dr.   | Lakewood Shores G&CC No. 3 |
| 325          | Crestwood Dr.   | Lakewood Shores G&CC No. 3 |
| 342          | Briar Ridge Way | Lakewood Shores G&CC No. 3 |
| 344          | Briar Ridge Way | Lakewood Shores G&CC No. 3 |
| 477          | Briar Ridge Way | Lakewood Shores G&CC No. 4 |
| 494          | Briar Ridge Way | Lakewood Shores G&CC No. 4 |
| 675          | Windimeir Way   | Lakewood Shores G&CC No. 6 |
| ▶693         | Woodlawn Dr.    | Lakewood Shores G&CC No. 6 |
| 698          | Maplehurst Way  | Lakewood Shores G&CC No. 6 |
| 725          | Woodlawn Dr.    | Lakewood Shores G&CC No. 6 |
| ▶#951 }      | Conifer Tr.     | Lakewood Shores G&CC No. 8 |
| ▶#952 }      | Conifer Tr.     | Lakewood Shores G&CC No. 8 |

\* = Sale Pending      ▶ = Clouded title suspected      # } Sold together

# PURCHASE/SALE AGREEMENT FOR REAL PROPERTY

## 1. PARTIES AND PROPERTY

I/We, [insert name and marital status of seller] Lakewood Shores Property Owners Association ("Seller") of [insert address of seller] 7701 E Cedar Lake Drive, Oscoda, Michigan 48750.

AND

I/We, [insert name and marital status of buyer] \_\_\_\_\_ ("Buyer") of [insert address of buyer] \_\_\_\_\_, enter into this agreement for the sale/purchase of vacant real property legally described as follows ("the premises"): \_\_\_\_\_

This conveyance shall be subject to easements, covenants, rights, reservations, restrictions and rights of way, if any, and all applicable building and use restrictions, zoning ordinance and other applicable laws and governmental regulations.

## 2. SALES PRICE

The sales price to be paid by Buyer to Seller is \$\_\_\_\_\_.

## 3. METHOD OF PAYMENT

Buyer shall pay Seller the sales price in full at the time of closing in cash, certified check, cashier check, or money order.

## 4. METHOD OF CONVEYANCE

Seller shall deliver to Buyer at the time of closing a Quit Claim Deed conveying any and all interest of Seller in the premises to Buyer. Seller makes no warranties nor representations as to the marketability of title to the premises. Buyer acknowledges that Buyer has the right hereunder to examine the title to the premises.

## 5. TITLE CONTINGENCY

This agreement is contingent upon Buyer's review of the marketability of title to the premises and acceptance thereof. If Buyer for any reason is not satisfied with the marketability of title to the premises, Buyer may terminate this agreement by written notice thereof to Seller. If Buyer proceeds to closing, this contingency shall be deemed waived by Buyer and Buyer agrees to accept whatever title Seller is able to convey under the Quit Claim Deed.

6. TAXES AND ASSESSMENTS

Seller will pay all taxes and special assessment installments which are billed prior to the date of closing and Buyer will pay all taxes and special assessment installments which are billed on or after the date of closing.

7. CLOSING

The closing will take place at the office of Landmark Title Corp., at 109 S. State Street, Oscoda, Michigan. The closing will take place on a date and at a time that is mutually agreeable to the parties; provided, the closing will take place within thirty (30) days from the date of this agreement.

8. PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer will pay all costs pertaining to the sale/purchase of the premises, including by way of example, but not limitation, the following: the closing fee of \$150.00 to Landmark Title Corp., the quit claim deed preparation fee of \$125.00 to Landmark Title Corp., recording fees, transfer tax, the cost of an owner's commitment and policy of title insurance (if any), and Buyer's legal fees (if any). Seller will pay only for Seller's legal fees (if any).

9. ENTIRE AGREEMENT

The parties agree that this purchase agreement contains the entire agreement between Seller and Buyer and that there are no agreements, representations, statements, or understandings that the parties have relied on that are not stated in this purchase agreement. The terms, conditions and obligations herein expressed shall survive the closing of this transaction.

10. AMENDMENT OR MODIFICATION

The parties agree that this purchase agreement (and its written and signed addenda, if any) may not be modified without a writing that is signed by both Seller and Buyer.

11. DATE OF EXECUTION

The date of execution of this agreement is the date on which the last person signs this document in its final form. If the parties fail to insert the date of execution beneath their signatures below, then the date of execution is the date on which Seller actually signs the document. It is therefore very important for each person signing this document to write the date of signing in the space provided below his or her signature.

ACCORDINGLY, Seller and Buyer have executed this purchase agreement as of the date written below.

Seller

Lakewood Shores Property Owners Association

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Buyer(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

SSN \_\_\_\_\_ SSN \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ALL SELLERS AND BUYERS OF REAL ESTATE SHOULD RETAIN AN ATTORNEY TO PASS ON THE MARKETABILITY OF TITLE AND IF DESIRED TO ASCERTAIN WHETHER OR NOT THE DETAILS OF THIS SALE HAVE BEEN STRICTLY ADHERED TO AT THE TIME OF CLOSING.**

NEITHER LANDMARK TITLE CORP. NOR ANY OF ITS EMPLOYEES HAVE MADE ANY REPRESENTATIONS AS TO THE CONDITION OF ANY OF THE PROPERTY INVOLVED IN THIS TRANSACTION AND NONE OF THEM ARE RESPONSIBLE FOR ANY CONDITION, REMOVAL OR DAMAGE TO ANY OF THE PROPERTY INVOLVED IN THIS TRANSACTION. ALL REAL ESTATE AGREEMENTS MUST BE IN WRITING TO BE LEGALLY BINDING.