

STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE PURCHASE AND SALE AGREEMENT - CONDOMINIUM RIDER

▶ **1. PARTIES:**

	SELLER(S)	BUYER(S)
Name(s)	_____	_____
Address	_____ _____ _____	_____ _____ _____

▶ **2. DESCRIPTION:** The Purchase and Sale Agreement to which this Condominium Rider is attached is hereafter referred to as the "Basic Agreement" for the sale of condominium Unit No. _____ (the "Unit") of the _____ (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated _____, and recorded on _____ in Book _____, Page _____, (the "Master Deed"), together with (a) Seller's undivided percentage interest in both the Common Areas and Facilities of the Condominium and the Organization of Unit Owners through which the Condominium is managed and regulated, and (b) the rights and easements appurtenant to the Unit as may be set forth in the Master Deed and any other document governing the operation of the Condominium such as the documents establishing the Organization of Unit Owners, the By-Laws of the Organization of Unit Owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents").

3. TITLE DEED: In addition to those matters set forth in the Basic Agreement, the premises shall be conveyed subject to and with the benefit of (a) the provisions of the Act, and the Condominium Documents, including without limitation all obligations of the Unit Owners to pay a proportionate share of the Common Expenses of the Condominium, and (b) all restrictions, easements and encumbrances referred to in the Condominium Documents.

4. UNIT PLAN: If SELLER'S Deed to BUYER is the first deed of such Unit, SELLER'S Deed shall have attached thereto, as a part thereof, the plan required by Section 9 of the Act.

▶ **5. CONDOMINIUM ITEMS TO BE APPORTIONED:** In addition to those items listed in the Basic Agreement, Common Expenses of the Condominium for the current month shall be apportioned as of the date of closing. The conveyance of the premises shall be deemed to include the SELLER'S allocable share of any working capital and other reserve funds held by the organization of Unit Owners.

(a) The amount of SELLER'S allocable share of any working capital and other reserve funds held by the Organization of Unit Owners shall | shall not be an adjustment to the purchase price.

(b) On or before the Closing Date, SELLER shall provide written verification from the organization of Unit Owners to BUYER of the amount of any reserve fund held by the Organization, and SELLER'S allocable share of each.

▶ **6. ADDITIONAL WARRANTIES AND REPRESENTATIONS:** In addition to those warranties set forth in the Basic Agreement, the following representations and warranties are made by SELLER as of the date of this Agreement and also as of the time of the delivery of the Deed: (complete and modify as appropriate).

(a) To the best of SELLER'S knowledge there are no lawsuits currently pending or threatened by or against the condominium association, the developer of the condominium or any contractor regarding the construction or physical condition of the condominium buildings, common areas and facilities, or any portion thereof, that would affect the ownership, use or enjoyment of the Unit being sold hereunder;

(b) The current monthly condominium common area fee for the Unit is \$ _____ and there is no additional fee paid to the condominium association for parking;



(c) SELLER has not received notice of and has no knowledge of any special assessments for the Unit and Seller is aware of no immediate pending improvements, repairs, or replacements or plans therefore which would be likely to result in a supplemental assessment or significant increase in the monthly common expenses for the Unit; and

(d) The copies of the Condominium Documents delivered to the BUYER are true and complete copies of all of the Condominium Documents, as now in force and effect.

7. CERTIFICATE OF NO LIENS; CERTIFICATE OF INSURANCE, RIGHTS OF FIRST REFUSAL: At the time of the closing, SELLER shall deliver to BUYER (a) a written Certificate duly executed and acknowledged by the proper officials of the Unit Owners Association and in proper form for recording, stating that there are no unpaid common area expenses as of that date pertaining to the unit being sold hereunder, in accordance with Section 6(d) of the Act; and (b) a duplicate original policy or certificate thereof, of insurance with respect to the Condominium including, but not limited to, fire, extended coverage, liability, and other coverage in such forms and with such limits appropriate for the Condominiums of which the Premises is a part and in conformity with the provisions of the Condominium Documents, of which the named insured shall be the Condominium Unit Owners Association, the officers and members thereof, all owners of individual units of the Condominium, including but not limited to the BUYER, and all mortgagees of all owners of individual units of the Condominium, all as their interests may appear; and (c) if applicable, a certificate in recordable form concerning the exercise or non-exercise of any right of first refusal contained in the Condominium Documents; and BUYER'S obligations hereunder are expressly conditioned upon SELLER'S delivery to BUYER of the aforesaid instruments.

8. CONDOMINIUM DOCUMENTS: SELLER shall deliver to BUYER copies of all the Condominium Documents and any proposed amendments thereto ("Amendments"), together with a copy of SELLER'S proposed deed. If BUYER is not reasonably satisfied with the Condominium Documents or any Amendments, or the proposed Deed, BUYER shall have the right to terminate this Agreement and to the refund of all deposits; provided (a) BUYER or Buyer's attorney, gives notice to SELLER and Seller's attorney specifying all provisions unsatisfactory to BUYER within seven (7) days of BUYER'S receipt of the Condominium Documents, Amendments, or Deed, as the case may be, and (b) SELLER fails to amend such provisions to BUYER'S satisfaction prior to the Closing Date.

► **9. SPECIAL CONDITIONS / ADDENDA:**

Executed under seal by the parties hereto as of the date of the Basic Agreement.

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_____ SELLER:	_____ DATE	_____ BUYER:	_____ DATE
_____ SELLER:	_____ DATE	_____ BUYER:	_____ DATE

