

**THE COTTAGES AT TWIN PINES CONDOMINIUM**  
**PURCHASE & SALE AGREEMENT**  
**(this "Agreement")**

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_

1. PARTIES AND MAILING ADDRESSES:

Seller: **PLYMOUTH PINES LLC**, a Massachusetts limited liability company with the principal place of business at 505 Main Street, Reading, Massachusetts 01867, hereinafter called the SELLER, agrees to SELL and

Buyer: \_\_\_\_\_, [an individual/a married couple] with a mailing address of \_\_\_\_\_, hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION: Unit \_\_ (the "Unit"), in the condominium located at **335 Carver Road, Plymouth, Plymouth County, Massachusetts**, known as The Cottages at Twin Pines Condominium (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated \_\_\_\_\_, 2016, and recorded with the Plymouth County Registry of Deeds in Book \_\_, Page \_\_, as amended from time to time (the "Master Deed") [however prior to the recording of the Master Deed, which will occur at the time of incorporations of the first Units, reference to the Master Deed shall be the "Master Deed of The Cottages at Twin Pines Condominium" a copy of which has been provided by the SELLER to the BUYER, subject to modifications necessary to incorporate the first Units constructed and added to the Condominium and to meet the requirements of applicable law and the applicable government agencies], together with (a) an undivided \_\_\_\_ percent interest in the common areas and facilities of the Condominium, (b) the same \_\_\_\_ percent interest of the Organization of Unit Owners known as the The Cottages at Twin Pines Condominium Trust (the "Unit Owners Organization"), and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the by-laws of the Unit Owners Organization (the "By-Laws"), and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). [The By-Laws to be dated and recorded when the first Unit is complete]. For title reference to the Condominium only, see deed of Jayne E. Skomial, Trustee of the VACJ Family Realty Trust, dated March 31, 2015, and recorded with Plymouth County Registry of Deeds in Book 44194, Page 93.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: The Unit will be constructed by the SELLER, as more particularly shown on the plans (the "Plans") attached hereto as Exhibit A and incorporated herein by reference and shall be constructed in accordance with the specifications (the "Specifications") attached hereto as

SELLER'S Initials \_\_\_\_\_

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BUYER'S Initials \_\_\_\_\_

BUYER'S Initials \_\_\_\_\_

Exhibit B and incorporated herein by reference. Seller agrees to complete construction of the Unit and perform such other work as may be required, in a good and workmanlike manner using only first class new materials, pursuant to said Plans and Specifications, without material deviation.

The Unit will be shown on a final site plan to be recorded with the Plymouth County Registry of Deeds (the "Site Plan").

Included in the sale as a part of the Unit are the fixtures and all appliances including all items listed in the Specifications, the extent to which any of such fixtures may be governed in part by provisions contained in the Condominium Documents.

4. SELECTIONS, INITIAL CUSTOMIZATION OPTIONS: On or before \_\_\_\_\_ (the "Selection Period"), BUYER shall make selections of, and sign off on, interior finishes and colors of all items per The Cottages at Twin Pines Selections Sheet, attached hereto as Exhibit C. In the event that the BUYER fails to make, and sign off on, all selections within the Selection Period, SELLER shall have the sole and absolute right to make all such selections for and on behalf of the BUYER. If the BUYER fails or refuses to timely make selections, it shall be a waiver of the right to do so thereafter and the BUYER acknowledges that the BUYER shall be fully bound by any selection so made by the SELLER and any such selection shall not be the basis upon which the BUYER may terminate this Agreement or fail to close or to seek any monetary adjustment relating to any such selections.

On or before signing this Agreement, the BUYER may also select one or more initial customization options (the "Initial Customization Options"), a list of which is attached hereto as Exhibit D (the "Customization Options Sheet"). The sum equivalent to 10% of the total cost of any such Initial Customization Options shall be reflected in the Deposit and paid for by the BUYER upon executing this Agreement. Prices and items listed in the Customization Options Sheet will be effective only prior to signing this Agreement. Any options or customization features chosen thereafter will be subject to the then current price for said option and/or customization.

In the event that the BUYER's failure to timely make selections and sign offs causes a delay in the date for delivery of the deed, BUYER shall mutually agree upon a per diem reimbursement amount to be paid by BUYER to SELLER for each day that the delivery date is so delayed as a result of BUYER's failure to timely make such selections and sign offs.

In the event that the BUYER selects an option or customization feature, and such selection results in the need for additional time, beyond the time anticipated for delivery and installation of the same type of selection in a standard model, causing a delay in the date for delivery of the deed, BUYER and SELLER shall mutually agree upon a per diem reimbursement amount to be paid by BUYER to SELLER for each day that the delivery date is so delayed as a result of BUYER's selection.

5. **TITLE DEED:** Said premises are to be conveyed by good and sufficient quitclaim deeds running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement; and
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a single family residence;
- (e) 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;
- (f) Town of Plymouth Board of Appeals Decision Case No. 3779, dated March 3, 2015, recorded on May 11, 2015, with the Plymouth Country Registry of Deeds in Book 45527, Page 217, as amended in Book 45519, Page 311 (the "Decision");
- (g) Terms and conditions of any and all modifications and amendment to the Decision, approved by the Plymouth Zoning Board of Appeals;
- (h) All restrictions, easements and encumbrances referred to in the Condominium Documents; and
- (i) Those matters set forth on Exhibit E attached hereto and incorporated herein by reference.

6. **PLANS:** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration. 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.

7. **PURCHASE PRICE:** The agreed purchase price for said premises is \_\_\_\_\_ **Dollars and 00/100 (\$\_\_\_\_\_ .00) Dollars**, of which:

\$	<b>1,000.00</b>	have been paid as a binder with the Offer;
\$	_____ .00	have been paid as a deposit on this date (including 10% of the Initial Customization Options);
\$	_____ .00	are to be paid at the time of delivery of the deed by cash, wire transfer, certified, cashier's treasurer's or bank check or
		<u>attorney's IOLTA check</u>
\$	_____ .00	TOTAL <i>plus</i> the balance of any additional customizations or work authorizations (in the form of so-called change orders)

8. TIME FOR PERFORMANCE; DELIVERY OF DEED: Such deed is to be delivered (the “Closing”) at \_\_\_\_\_ o'clock [A.M./P.M.] on the \_\_\_day of \_\_\_\_\_, 201\_ (the “Closing Date”) at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence in this agreement.
  
9. POSSESSION AND CONDITION OF PREMISES: Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) not in violation of building, zoning, health and environmental laws, and (b) in compliance with provision of any instrument referred to in Section 5 hereof. Dwelling shall be “broom clean”, free from trash, debris and personal property not included in the sale. The BUYER and its agents shall have the right of access to the Unit prior to the time specified for delivery of the SELLER’s deed only for the purpose of showing the Unit to prospective mortgage lenders and a final “walk-through” prior to Closing Date. Said right of access shall be exercised only in the presence of SELLER and/or the listing broker and only after reasonable notice thereof to the SELLER.
  
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of not more than thirty (30) days as specified in a notice given to BUYER provided such extension does not exceed the expiration of BUYER’s mortgage loan commitment. SELLER’s reasonable efforts shall not exceed the sum of \$5,000 including attorneys’ fees but exclusive of liens and encumbrances.
  
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If at the expiration of the extended time the SELLER shall have failed to so remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
  
12. BUYER'S ELECTION TO ACCEPT TITLE: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

- (a) pay over or assign to the BUYER on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED: The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE: To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or, in the case of institutional mortgages, arrangements for subsequent recording are made in accordance with customary conveyancing practice.
15. INSURANCE: Until the delivery of the deed, the Seller shall maintain "Builder's Risk" insurance on said Unit. Risk of Loss to remain with SELLER until deed is recorded.
16. ADJUSTMENTS: Taxes for the then current year and common expenses for the then current month, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of conveyance. The conveyance of the Unit shall include the SELLER's allocable share of any working capital or other reserve funds held by the organization of unit owners, without adjustment or payment of any additional consideration by the BUYER. **BUYERS acknowledge that at the Closing, they will be required to fund the reserve account with two (2) months of their common expenses. Further, BUYERS agree to pay their allocable share of the pre-paid insurance premium for the Condominium. This provision shall survive the delivery of the deed.**
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES: If the amount of said taxes is not known at the time of the delivery of the deeds, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKERS:** BUYER and SELLER represent and warrant to each other that they have not contacted any real estate broker in connection with this transaction other than \_\_\_\_\_ and were not directed to any other party as a result of any services or facilities of any other real estate broker. Each agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any other real estate broker with whom BUYER or SELLER has dealt in connection with this transaction and resulting from a misrepresentation with respect to the foregoing representations and warranties. BUYER specifically agrees to indemnify SELLER and hold SELLER harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any real estate broker other than \_\_\_\_\_ relating to the sale of this Unit to BUYER. The Brokers herein, who join in this Agreement and become a party hereto to the extent any provisions herein apply to the broker, warrant that they are duly licensed as brokers by the Commonwealth of Massachusetts. The provisions of this Section shall survive the delivery of the deed.
19. **BROKER'S FEE:** A Broker's fee for professional services of \$ \_\_\_\_\_ is due to the broker from the SELLER herein, but only if, as and when the title passes, the deed is delivered to and accepted by the BUYER and recorded in the Plymouth County Registry of Deeds, and the SELLER is paid the full consideration and not otherwise, regardless of the reason the foregoing events do not occur
20. **DEPOSIT:** All deposits made hereunder shall be held in escrow by Partridge Snow & Hahn LLP, as escrow agent (the "Escrow Agent") subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER.
- SELLER and the BUYER agree that Partridge Snow & Hahn LLP may act as escrow agent, even though it represents SELLER herein and that Partridge Snow & Hahn LLP may continue to represent the SELLER even in the event of a dispute concerning any deposit held pursuant to this Agreement.
21. **BUYER'S DEFAULT; DAMAGES:** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole remedy at law or in equity. The agreement of the BUYER to the provisions hereof is explicitly in consideration of the SELLER waiving the SELLER's right to seek specific performance or damages in excess of the deposit regardless of the actual amount thereof, and represents a reasonable estimate of the parties as to the actual damages suffered by the SELLER in the event of such a default.

22. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity or as a member or manager of a limited liability company, only the principal or the estate or the limited liability company represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder, member, manager or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
23. WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representation not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representation:
- (a) SELLER is a Massachusetts limited liability company, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and SELLER is not insolvent; this agreement has been and all the documents executed by SELLER that are to be delivered to BUYER at the Closing will be duly authorized, executed, and delivered by SELLER and are, and in the case of documents executed by SELLER to be delivered hereunder, will be, legal, valid, and binding obligations of SELLER enforceable against SELLER in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), will be sufficient to convey title (if they purport to do so), and do not, and will not at the time of the Closing, violate any provision of any agreement to which Seller is a party or to which it is subject.
  - (b) To the best of SELLER's knowledge and belief there is not now and has never been in the premises any urea formaldehyde foam insulation (UFFI), or asbestos, or lead paint or unsafe concentrations of radon gas or underground storage tanks, but SELLER has not tested for UFFI, asbestos, lead paint or radon gas.
  - (c) SELLER is not aware of any past, pending or future litigation with regard to the premises;
  - (d) SELLER has no knowledge of the existence of facts or circumstances relative to third parties asserting claims to use or ownership of any portion of the premises;
  - (e) To the best of SELLER's knowledge there are no lawsuits currently pending or threatened by or against the Unit Owners Organization, 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;
  - (f) 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.

24. MORTGAGE CONTINGENCY CLAUSE: In order to help finance the acquisition of the Unit, the BUYER shall apply for a conventional bank or other institutional mortgage loan or loans totaling no more than \$\_\_\_\_\_, at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commit for such loan cannot be obtained on or before \_\_\_\_\_, the BUYER may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. **In no event will BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a mortgage loan application conforming to the foregoing provisions within two (2) business days after the execution this agreement.**

25. CONSTRUCTION; CERTIFICATE OF OCCUPANCY; ESCROW:

- (a) SELLER agrees to Substantially Complete (as defined below) construction of the Unit and perform such other work as may be required, pursuant to the Plans and Specifications, without material deviation. SELLER agrees to use its best efforts to complete construction within the time requirements of this Agreement.
- (b) No later than five (5) business days prior to the Closing, SELLER shall notify BUYER that the Unit is ready for final inspection and BUYER agrees to promptly inspect the UNIT with SELLER and prepare a final "punch list" for minor finish items that do not substantially and materially interfere with the use and enjoyment of the Unit. The SELLER shall make every effort to complete items on the final punch list prior to the Closing, but if necessary, SELLER agrees to complete any punch list items in a good and workmanlike manner within a reasonable time after the Closing, and in no case later than ninety (90) days after the Closing; provided that the ninety (90) day deadline may be extend for events beyond the reasonable control of the SELLER and shall be extend only for the duration of such events.
- (c) BUYER acknowledges no monies may be withheld or escrowed for punch list items except as may be required by BUYER's lender for seasonal holdbacks, such as exterior paint, landscaping, or driveway; provided that any such holdbacks must be approved prior to Closing between BUYER, BUYER's lender, and SELLER. The provisions of this Section shall survive the delivery of the deed.
- (d) At the time of Closing, SELLER shall deliver to BUYER an unconditional Certificate of Occupancy issued by the Town of Plymouth.
- (e) The term "Substantially Complete" as used herein, shall mean that the Unit has been completed (as evidenced by either a Certificate of Occupancy from the Town of Plymouth, or a Certificate of Substantial Completion from SELLER's Architect), except for minor items that do not materially interfere with BUYER's beneficial use and enjoyment of the Unit.

26. CLOSING DATE EXTENSION: The Closing Date may be extended by SELLER in writing one (1) or more times in the event of a legitimate title objection, or if the Unit is not Substantially Complete. The parties agree that the fact that minor items of construction with respect to the Unit remain to be completed at the time of Closing or for



construction work or improvements continuing in other units or in common areas or facilities in the Condominium shall not entitle either party to postpone or delay the time for Closing or to withhold or otherwise delay the payment of any part of the purchase price due hereunder. The parties further agree that Section 25 above is controlling regarding punch list items.

27. ADDITIONAL CUSTOMIZATIONS: Any additional customization requested by BUYER after execution of this Agreement shall be in writing and signed by both the BUYER and SELLER. Any such customization features shall be in the form of a so-called change order, mutually agreeable to the parties, and shall be accompanied by an amount equal to one-half (1/2) of the cost of such agreed upon work. The balance shall be due and payable to the SELLER at the timing of Closing. BUYER's failure to pay for such work as outlined herein shall be considered a breach of terms of this Agreement.
28. BUILDERS' WARRANTY: SELLER shall supply BUYER with a 1-year Builders' Warranty at Closing, substantially in the form attached hereto as Exhibit F.
29. CONNECTION FEES: SELLER agrees to pay for any water or electric connection fees or any other hookup fees servicing the Unit and warrants water and electric services shall be delivered by the Closing Date.
30. ROAD/SEPTIC SYSTEM: The roads have been designed and will be constructed to meet the Town of Plymouth standards, but it is intended that the roads shall remain private ways within the Condominium. BUYER acknowledges that the repair and maintenance of the roads will be a common expense of the Unit Owners Organization. BUYER also acknowledges that the Condominium is served by an onsite septic system as more fully described in the Master Deed and Trust, and thus the Unit and Condominium is subject to certain restrictions and obligations as set forth therein.
31. REVIEW OF DOCUMENTS: This agreement is subject to BUYER's and BUYER's lender's satisfactory review of (a) the final version of the Condominium Documents, including the projected budget (the "Budget"), and (b) a copy of the SELLER's proposed deed, within five (5) business days of receipt of same from SELLER or Broker. The BUYER may terminate this Agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto; provided, however, SELLER shall have the right to remedy any issues BUYER or BUYER's lender may have with the Condominium Documents before BUYER shall have the right to terminate this agreement as a result of dissatisfaction with said documents.
32. BUDGET: SELLER has prepared a projected Budget for the operation of the Condominium. BUYER acknowledges that any such budget is and can only be based upon present conditions and estimates of costs; that SELLER has in good faith attempted to provide figures based upon reasonable assumptions, but that such figures cannot be known at this time with any certainty nor can they be guaranteed and that in no event

shall SELLER be liable for any inaccuracies or omissions in such budget or any losses or expenses incurred by any party. In order to provide working capital for the Condominium, on the Closing Date BUYER shall deposit with the Condominium Trust one-sixth (1/6) of the estimated annual common charges attributable to the Unit. BUYER understands that this amount does not represent pre-paid condominium fees.

33. MONTHLY CONDOMINIUM FEE: The monthly condominium fee has been projected to be \$\_\_\_\_\_ per month on this Unit for the balance of the year in which the Unit is purchased. The SELLER makes no representations or warranties with respect to future monthly condominium fees. The monthly condominium fee is determined in accordance with the provision set forth in the The Cottages at Twin Pines Condominium Trust
34. RESERVATION OF RIGHTS; UNSOLD UNITS; CONDOMINIUM DOCUMENTS: SELLER shall have, and hereby reserves, the right: (a) at any time to raise or lower the price of any or all unsold units (except the Unit which is the subject of this agreement as long as the Unit is subject to this agreement); and (b) at any time cause to be made such changes or modifications in the Condominium Documents as SELLER shall deem necessary in order to meet requirements of applicable laws and governmental regulations, lending institutions and/or marketing considerations; provided, however, that no such change or modification shall materially alter the Unit Percentage or materially alter the size, layout, location or features of the Unit. Notwithstanding the limitations contained in the preceding sentence, it is specifically understood and agreed that alterations not materially and adversely affecting the BUYER or the Unit Percentage, or of the size, layout, location or features of the Unit or other areas or elements of the Condominium arising from any one or more exigencies or details of the construction, renovation or rehabilitation of the building and improvements comprising the Condominium shall not be construed to give rise to any claim by the BUYER that the SELLER is unable to give title, or to make conveyance, or to deliver possession of the Unit, or that the Unit or any other area, facility or portion of said Condominium building and improvements does not conform with the provisions hereof, all as herein stipulated, and, notwithstanding any such alterations, the BUYER shall accept delivery of the deed at the time of performance determined hereunder and shall perform all BUYER's obligations in connection herewith. Without limiting the generality of the foregoing (but subject to the foregoing provisions as to material alterations of the Unit Percentage, and the size, layout, location and features of the Unit, etc.), in the event that a new or amended condominium statute is enacted in Massachusetts before the recording of the Master Deed and Declaration of Trust, SELLER reserves the right in its sole discretion to revise or amend the Condominium Documents or to substitute new documents in lieu thereof in order to comply with the requirements of such new or amended statute.
35. DELIVERY OF 6(D) CERTIFICATE AND MASTER POLICY OF INSURANCE: On or before the Closing Date, SELLER shall deliver to BUYER (a) a written certificate duly executed and acknowledged by the proper officials of the association of unit owners and in proper form for recording, stating that there are no unpaid common area expenses as of that date pertaining to the Unit, 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 Unit is a part and in conformity with the provisions of the Condominium Documents, of which the named insured shall be the association of unit owners, 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.

36. ESCROW AGENT: The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct. Parties hereto each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in a performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice, or instruction in connection with this agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

The undersigned jointly and severally agree to protect and indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without the willful misconduct on the part of the Escrow Agent, arising out of or in connection with the acceptance of, or the performance of its duties under this Agreement, as well as the costs and expenses of defending against any claim or liability arising from this Agreement.

37. DOCUMENTS AND CHARGES AT CLOSING: SELLER shall sign and deliver at closing such customary documents and certificates as shall be reasonably requested by BUYER's lender or closing attorney or BUYER's title insurer, including but not limited to an affidavit to establish exemption under Internal Revenue Code §1445(B)(2), and a title insurance affidavit regarding parties-in-possession and mechanics' liens. BUYER's performance hereunder is conditioned upon title to the Premises being insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to the Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions and the exceptions permitted under Section 5 above.

38. SELLER DOCUMENTS AT CLOSING: In addition to any other documents required to be executed by SELLER under this Agreement or either Rider, SELLER agrees at the closing to execute a statement under oath to any title insurance company issued a policy to BUYER and/or BUYER's mortgagee to the effect that: (1) there are no tenants, leases or parties in possession of the Unit, except as set forth herein, if at all, and (2) SELLERS have no knowledge of any work having been done to the Unit which would entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on the Unit.

39. LEAD PAINT LAW: The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of

said premises must remove or cover said paint, plaster or other materials so as to make it inaccessible to children under six years of age.

It is understood that portions of the Unit may contain lead based paint, plaster or other accessible lead based material and that no representations have been made by SELLER concerning the presence or absence of such lead based materials. BUYER acknowledges that, in certain circumstances, BUYER may incur obligations to remove such lead based materials pursuant to Section 197 of Chapter 111 of the General Laws and BUYER hereby agrees to accept and assume any such obligations. The Massachusetts Department of Public Health Property Transfer Notification form has been provided to BUYER prior to the execution of this Agreement, and BUYER has read the Notification or had the Notification read to them, and was informed of the availability of inspections of dangerous levels of lead, and has signed the Notification described above.

The provisions of this Section shall survive the delivery of the deed hereunder.

- 40. SMOKE AND CARBON MONOXIDE DETECTORS: The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the of the city or town in which said premises is located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.
- 41. NOTICES; ELECTRONIC SIGNATURES: All notices and correspondence with regard to this Agreement shall be sent by facsimile or electronic mail, mailed by registered or certified mail, return receipt requested and all charges prepaid, or hand delivered, addressed to BUYER or SELLER as follows:

If to SELLER, to SELLER's Attorney:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

If to BUYER, to BUYER's Attorney:

Jay R. Peabody, Esq.  
Partridge Snow & Hahn LLP  
128 Union Street, Suite 500  
New Bedford, MA 02740  
Phone: (774) 206-8200  
Fax: (774) 206-8210  
Email: jp@psh.com

All notices shall be deemed given when received. Delivery of signatures via facsimile or electronic mail shall be deemed originals for purposes of the execution of this Agreement and any modification, extension or notice hereunder.

42. EXTENSION OF TIME AUTHORIZATION: BUYER and SELLER hereby authorize their respective attorney to assent and execute on their behalf, any agreements extending the time for performance of any event or of any notice that may be given under this agreement.
43. AGREEMENT NOT TO BE RECORDED: If the BUYER shall record this Agreement, the BUYER shall be deemed to be in default under this Agreement, the SELLER's obligations under this Agreement shall terminate and SELLER shall be entitled to retain the deposit and the interest earned thereon.
44. TITLE STANDARDS: Any title matter which is the subject of a title or practice standard of the Real Estate Bar Association (REBA) at the time of the delivery of the deed shall be covered by said title or practice standard to the extent applicable.
45. WHOLE AGREEMENT: This Agreement supersedes any other agreement made by the parties hereto in connection with the transaction contemplated hereby. See Exhibits A through F attached hereto and incorporated herein by reference.
46. SATURDAY, SUNDAY, OR HOLIDAYS/EXTENSIONS: If the Closing Date or any time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then the Closing Date or such time period shall be automatically extended to the close of business on the next business day,
47. COUNTERPARTS; ELECTRONIC SIGNATURES; GOOD FAITH: This Agreement may be executed in one or more counterparts, which collectively shall constitute one and the same instrument and, for purposes of this Agreement, facsimile, scanned or electronic signatures shall be construed as original except as to the Deed and the Closing documents and except as to documents intended to be recorded; provided however that no party shall avoid any obligation hereunder by failing to provide such original signature. This Agreement, and every term, condition and provision hereof, shall be governed and controlled by mutual, reciprocal and objective covenants of good faith and fair dealing.
48. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and

several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or be used in determining the intent of the parties to it.

The Unit to be conveyed hereunder are those described in this Purchase and Sale, and the Plans and Specifications, and exhibits attached hereto and executed by BUYER and SELLER. The BUYER acknowledges that the Unit to be conveyed hereunder does not include a fee interest in the roadway.

*[Signature Page Follows]*

**NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.**

SELLER:

BUYER:

PLYMOUTH PINES LLC

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

Name:

Title:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

**EXHIBIT A**  
**PLANS**

**See attached.**



**EXHIBIT B**  
**SPECIFICATIONS**

**See attached.**

**EXHIBIT C**  
**THE COTTAGES AT TWIN PINES SELECTIONS SHEET**

**See attached.**

**EXHIBIT D**  
**CUSTOMIZATION OPTIONS SHEET**

**See attached.**

**EXHIBIT E**  
**PERMITTED EXCEPTIONS**

1. All easements, easement areas, and rights of way set forth on a plan of land entitled " \_\_\_\_\_", Scale: 1"= \_\_\_\_\_', Date: \_\_\_\_\_, 20\_\_\_\_, last revised \_\_\_\_\_, 20\_\_\_\_, prepared by \_\_\_\_\_, said Plan recorded with the Plymouth County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_.
  
2. [*For affordable Units only:*] Deed Rider for Ownership Project in the form attached to Exhibit \_\_ hereto (Unit Deed), which Deed Rider shall be attached to and become a part of the Unit Deed to be recorded with the Plymouth County Registry of Deeds.
  
3. [*For affordable Units only:*] Regulatory Agreement for Comprehensive Permit Projects which Funding is Provided Through Other Than a State Entity, which Regulatory Agreement was recorded with the Plymouth County Registry of Deeds in Book 46413, Page 152.

**EXHIBIT F**  
**PLYMOUTH PINES LLC LIMITED (1) YEAR WARRANTY**

Closing Date: \_\_\_\_\_  
Unit Number: \_\_\_\_\_

**Seller:**  
Plymouth Pines LLC  
505 Main Street  
Reading, MA 01867  
Phone:  
Fax:

**Buyer:**

**Date:**

1. Seller warrants to the Buyer that the work performed under the Purchase & Sale Agreement dated \_\_\_\_\_ by and between Buyer and Seller is free from defects, not inherent in the quality used, in materials, equipment and workmanship for a period of **one (1) year** after the “date of possession”, whose date shall be the date of delivery of the Unit Deed for the Unit from the Seller to Buyer.

2. **THIS LIMITED WARRANTY CONTAINS ALL EXPRESS WARRANTIES OF SELLER, ALL OTHER WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED AND HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Except for any warranties implied by law and not subject to exclusion, there are no warranties that extend beyond the express warranties set forth herein. The term of any warranties implied by law and not subject to exclusion shall end upon the termination of this Limited Warranty.

3. This limited warranty is extended only to the Buyer and is not assignable by Buyer.

4. In the event of breach by Seller, the Buyer’s recovery shall be limited to the actual cost to repair any defect or deficiency covered by this Limited Warranty. The Seller waives any and all claims for incidental, consequential, special and consumer protection damages.

5. The parties agree that Massachusetts law shall control this Limited Warranty and jurisdiction is proper in the Massachusetts Superior Court.

6. The Buyer shall notify the Seller in writing by registered or certified mail, return receipt requested, postage prepaid, within thirty (30) days after the discovery of any failure, defect or damage, otherwise the claim shall be deemed waived. In the event of an emergency failure (i.e. roof or plumbing leak), Buyer should contact Seller immediately by telephone or fax at the numbers listed above. If Buyer gives Seller proper notification and if the condition is covered by this Limited Warranty, Seller or subcontractors chosen by Seller will replace or repair the defect (the decision to repair or replace is Seller's sole decision) at no charge or cost to Buyer within a reasonable time, not to exceed sixty (60) days, unless weather conditions, labor problems or shortages causes delays. Any steps taken by Seller to correct defects under this Limited Warranty shall not extend the time of this Limited Warranty. All such notice of claim on account of any failure, defect or damage covered hereunder must be postmarked no later than one (1) year from the date of possession or shall be deemed waived.

7. Buyer acknowledges that the following items are specifically EXCLUDED from this Limited Warranty unless Seller is notified of the defect in writing prior to the time of performance under the Agreement or prior to occupancy whichever occurs first:
  - A. glass or screen breakage;
  - B. scratches or cracks in vinyl or other flooring;
  - C. carpet stains; and
  - D. peeling of paper or nicks, dents, scratches, or other imperfections in interior surfaces. (Seller is not responsible for defects in wallpaper and/or subsequent variations in matches of color or texture.)
  
8. Buyer acknowledges that the following, as applicable, are EXCLUDED from this Limited Warranty:
  - A. Defects which are the result of characteristics common to materials used, such as, but not limited to, warping or deflection of wood; fading, chalking and/or checking of paint due to sunlight; cracks in concrete, plaster, brick, masonry, grouts and caulking due to drying and/or curing.
  - B. Cracking, pitting and flaking in concrete foundation and floors, except foundation cracks which emit water.
  - C. Water accumulation in the basement resulting from high ground water conditions, if Buyer elects not to install a sump pump.
  - D. Water accumulation in the basement resulting from (i) an unusual storm, which shall mean any storm with one inch of rain or more in a four hour period, or (ii) moisture condensing in a cool basement during warm, humid periods of the year.
  - E. Foundation leakage due to changes of the grading of the ground by anyone other than Seller. It is the Buyer's responsibility to correct normal, minor settlement near the foundation that may cause water to drain or accumulate against the foundation.
  - F. Damage to roofs caused by snow or ice backing up under shingles or damage, if any, caused by windblown rain or snow through roof, gable or soffit vents, or louvers into attic space, unless caused by negligent workmanship or defective materials. It is Buyer's obligation to insure free passage in gutters and downspouts at all times.
  - G. Stoppage of plumbing and sewage disposal due to Buyer's actions or omissions. Buyer is responsible for frozen faucets or bursting pipes unless the frozen faucets or bursting pipes are caused by the Seller's failure to properly insulate pipes or using inferior materials. Draining and closing exterior faucets are the responsibility of the Buyer.
  - H. Damage to countertops and cabinets due to bubbling or scorching or other misuses.
  - I. Hairline cracks and seams in plaster and drywall other than those caused by structural defects, provided that joints are properly located to minimize cracking. Any repair of plaster or wallboard, caused by structural defects, may not completely blend with surrounding materials.
  - J. Shrinkage or separation of hardwood flooring.
  - K. Shrinkage, swelling, or leakage of doors and windows attributable to weather conditions.
  - L. Occasional dents of interior woodwork and twisting, and hairline checking of wood framing, plywood, exterior siding and wood trim.
  - M. Fading or darkening of paints, stains and other finishes exposed to sunlight.
  - N. Damage to asphalt walks and driveways caused by high-heeled shoes, bicycle kickstands, gasoline and oil spillage, frost heaves, depressions, tire markings, or stones that flake out.
  - O. Defects in items supplied or installed by Buyer, or anyone other than Seller or its subcontractors acting at the Seller's order.
  - P. Defects in materials or equipment that are covered by manufacturer's warranties including labor to repair same, even if such labor cost is not warranted by manufacturer. The Seller, at the Buyer's written request and at no expense to the Buyer, shall act as the Buyer's agent in pursuing

the manufacturer for any defects in materials supplied and installed by Seller.

- Q. Damage due to abuse, improper or insufficient maintenance, improper operation, alteration, modification or normal wear and tear under normal usage.
- R. Seller assumes no liability for damages to personal property of Buyer.
- S. Loss or damage which the Buyer has not taken timely action to minimize.
- T. The presence or development of radon and mold are products of environmental conditions that are beyond the control of Seller, therefore Seller does not warrant and expressly disclaims any responsibility for the presence or development of radon or mold.

9. Mechanical equipment is covered by Manufacturer's Warranties, in some cases, parts are covered. Be sure to check each individual Manufacturer's warranty. All equipment must be maintained by the Buyer to Manufacturer's instructions. We hereby pass through and assign directly to you any and all Manufacturer's Warranties on all appliances and equipment supplied by us. As part of the pass through of these or any other Manufacturer's Warranties on equipment or appliances included in the Project, such warranties may include specific procedures which must be followed to make the warranty effective. The procedure may require notification or registration by you to the manufacturer, or a warranty card according to any manufacturer's requirement shall not create any liability on us for any expressed or implied warranty on such equipment or appliances. The forwarding of such material to any manufacturer is the Buyer's sole responsibility.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

SELLER:

BUYER:

PLYMOUTH PINES LLC

By: \_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Name:

\_\_\_\_\_  
 Name: