



## Condominium Purchase and Sale Agreement The Princeton in Cascade Falls

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between Park North Development, LLC (Seller) and \_\_\_\_\_ (Buyer) identified below. In consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with the following terms and conditions and specifications, all of which form a part of this Agreement:

- Property To Be Sold:** The Princeton, located in Cascade Falls.  
Street address to be: \_\_\_\_ Quarry Lane, Saco ME 04072  
Together with an undivided interest in the common elements as specified in the declaration of Cascade Falls Condominium (collectively, the "units")
- Work Dates:**  
Work is anticipated to commence on or about \_\_\_\_\_ and the estimated date of substantial completion and closing will be on or about \_\_\_\_\_. \* Buyer's lender may require additional time to close after completion.

The anticipated work dates are subject to change due to delays caused by occurrences beyond Seller's control, including but not limited to, permit delays from Government officials, labor shortages, labor disputes, material shortages, damaged or stolen materials, add-ons or changes from Buyer, loss or damages from fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature; Even if due to Sellers alleged negligence or fault. Buyer agrees that Seller is not responsible for delays due to such circumstances, and that regardless of the source of delay, Seller shall have no responsibility for interest rate increases or any other additional costs to Buyer if the construction time exceeds above closing date.

If there are any delays in closing due to Buyer, any added financing and other cost incurred to Seller will be added to the purchase price. If Buyer is unable or unwilling to close on property for any reason for more than 7 days from receipt of Certificate of Occupancy Seller shall market the property for sale to other Buyers on the open market and Buyer forfeits all down payments and deposits.

- Purchase Price:** The agreed purchase price and payment is as follows: \$  
**Thousand US Dollars**

PAYMENTS, in satisfaction of the total purchase price, Buyer shall pay to the Seller as follows:

Unit reservation of \$\_\_\_\_\_ (already paid) and a down payment of \$\_\_\_\_\_ due at the signing of this Agreement. The unit reservation and down payment check shall be made payable to Park North Development, LLC. The unit reservation payment and down payment will be non-refundable, used by Seller and applied to purchase price. Balance of purchase price is due at closing by certified or bank check.

4. **Unit Deed:** Upon full payment of the total purchase price and all other payments required hereunder, Seller shall convey the unit by Warranty Deed to Buyer, as joint tenants, unless otherwise designated. The Seller shall convey insurable title to the unit, free from all liens and encumbrances except easements and restrictions of record as noted in the Public Offering Statement, the Master and Condominium Declaration of Covenants, the Condominium Bylaws and the terms and restrictions of Government Approval.
5. **Possession & Occupancy:** Possession and occupancy of premises shall be given to Buyer immediately at transfer of title. Buyer shall have the right to view the property within 24 hours prior to closing.
6. **Mortgage Financing:**  
At the time of signing the Agreement, Buyer shall provide Seller with a pre-approval letter from a Lender showing Buyer, subject to verification of information, is qualified for the loan requested.

Buyer shall provide Seller with a loan commitment letter (including a satisfactory appraisal) from Lender within 30 calendar days of the Effective Date of the Agreement. Buyer agrees to supply Seller with a copy of the appraisal. Failure to deliver such a commitment shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed with construction of the unit and publicly market the property to replacement Buyers, to sell the unit to a replacement Buyer, or to halt construction at its discretion. If there are any delays in closing due to delay by Buyer or Buyer's lender, any added financing and other cost incurred by Seller will be added to the Agreement Price.

If Buyer chooses to pay cash instead of obtaining financing, Buyer shall provide Seller with proof of funds required to purchase the property at the time of signing the Agreement.

If Lender requires Buyer to establish an escrow account for items not completed due to weather (paving, lawn, landscaping, etc.), Buyer is responsible for all cost associated with the establishment of the escrow account and release of funds.

7. **Change Orders.** Any and all alterations or deviations from the above contractual specifications that result in a revision of the purchase price will be executed only upon a written change order signed by both Buyer and Seller. The change order must detail all changes to the contract price and scope of work. Only one Buyer is required to sign the change order to be effective. Email or text messages are acceptable forms of written approval. Additional time may be added to contract deadline to complete the work. If for any reason there is no change order signed by Buyer, then the specifications shall remain unchanged.
8. **Energy Standards:** Maine Law (10 M.R.S.A. Section 1411-1420) establishes mandatory energy efficiency building standards for residential construction. The work covered by this Agreement meets or exceeds those standards.
9. **Warranties:** A Two (2) year limited warranty is provided for defects of labor and materials furnished by Seller. The warranty begins at the issuance of the Certificate of Occupancy for the home. This express warranty excludes normal settling and movement of wood, shrinkage and expansion, warping, normal sheetrock stress cracks and screw pops, normal concrete stress cracks, markings and natural characteristics on wood (including floors, trim & cabinetry), poor quality items chosen by Buyer, screens, paint nicks/chips, damage to walls and/or trim due to moving in, the lawn, landscaping, damage to driveway due to normal settling, excessive weight or abusive use; damage due to ordinary wear and tear, abusive use, or lack of proper

maintenance of the property; defects in items installed and/or supplied by Buyer or anyone else except Seller.

Seller is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed unit.

Seller will assign and pass on to Buyer, to the extent assignable, the manufacturers' warranties on all appliances, consumer products, and equipment. Seller makes no express warranty on appliances or other equipment sold with the unit.

In addition to any additional express warranties agreed to by the parties, the Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code, applicable for this location, at the time of construction in a workmanlike manner and fit for habitation and appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

10. **Warranty: Statute of Limitation:** Pursuant to 11 M.R.S.A. 2-725(1), the parties agree that the statute of limitations applicable to any claim for breach of warranty under this Agreement shall be reduced to two (2) years. This Warranty existing under this Agreement is not transferable unless otherwise stated.
11. **Punch List:** At the end of the first *THIRTY* (30) days of receiving the Certificate of Occupancy and at the *end of each warranty year*, Buyer must, if applicable, supply a clearly typed list to Seller stating any and all items under warranty that are in need of repair, adjustment, or replacement. Seller will complete list within thirty days of receiving list, unless otherwise not possible. Emergency situations will warrant immediate attention prior to the expiration of the warranty period. Buyer must make the house available during normal working hours. Buyer must notify Seller of any issues that may arise. If Buyer hires and pays an outside contractor to make repairs, Seller will not reimburse Buyer.
12. **Risk of Loss and Insurance:** Until the Deed is delivered to Buyer at closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall maintain insurance on the property. If the premises are destroyed more than 70% of its value prior to closing, Buyer and/or Seller may choose to terminate this Agreement and refund the reservation payment and down payment.
13. **Assignment:** This Agreement is not assignable.
14. **Resolution of Disputes:** If a dispute arises concerning this Agreement or the performances of the parties, then the parties agree to settle the dispute by jointly paying for the following:
  - (A) Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision. [ ]
  - (B) Non-Binding Arbitration with the parties free to not accept arbitrator's decision and to seek satisfaction through other means, including a lawsuit. [ ]
  - (C) Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.[X]

The foregoing provisions shall not be deemed a waiver of any rights of either party to take legal action; the prevailing party shall be entitled to an award covering reasonable attorney's fees and costs.

15. **Other:** This Agreement will be construed according to the laws of the State of Maine. This Agreement completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation. Neither party is relying on any statement or representations not contained in this Agreement made by the other or on their behalf. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER.

16. **Buyer's Broker**  Yes,  No

Agency:

Address:

Agent:

Compensation due:

Buyer represents and warrants that no real estate compensation is due to any person except the agent listed above, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorney's fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for an agent compensation on in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

17. **Proration:** Property taxes and monthly Association dues shall be prorated and charged to Buyer as of the closing date.

18. **Default:** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the down payments and deposits. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return of Buyer down payment and deposits.

19. **Utilities:** Buyer is responsible for final activation of utilities; phone, cable or other source, CMP, sewer and water for personal utility hook-ups. Utilities should be put in Buyer's name as of closing date.

20. **Construction Site:** For Buyer safety, Seller strongly recommends Buyer not enter property during the terms of this Agreement without being accompanied by a representative of Seller. Seller will not be responsible for injury or damages to or from Buyer. Buyer will not attempt to store any personal belongings or other property at the unit during the terms of this Agreement.  
\_\_\_\_\_ Please initial.

21. **Receipt of Documents:** Prior to signing the Agreement, Buyer hereby acknowledges having received and reviewed the Public Offering Statement and accompanying exhibits.  
\_\_\_\_\_ Please initial.

22. **Down Payment/Deposit:** The parties acknowledge that upon the execution of this Agreement and based on the agreements contained herein by the Buyer, Seller will begin to incur substantial costs, obligations and expenses and the deposit and down payment is intended to compensate Seller for the risk of such costs, obligation and expenses. Seller therefore shall have the right to use the down payments and deposit funds for the initial construction of your unit. Buyer acknowledges that upon the execution of this Agreement, the down payments and

deposits shall be deemed fully earned by Seller by virtue of this Agreement and such down payments and deposits shall be entirely non-refundable.

23. **Specifications:** The attached Specifications are a part of this Agreement. If it is not written in this Agreement, it is not included. If there is a discrepancy between the plans and the Agreement, the Agreement overrules. All verbal discussions during negotiation stage, regarding items to be included in the Agreement price, must be written in this Agreement to be included.
24. **Notice to Consumers:** Pursuant to Maine law, Buyer's are strongly advised to visit the website of the Maine Attorney General to gather current information on how to enforce their rights when constructing their home. The Attorney General's address and website are as follows: Attorney General Consumer Information and Mediation Service, 6 State House Station, Augusta, Maine 04333, [www.maine.gov/ag](http://www.maine.gov/ag)
25. **Consumer Protection Addendum:** Buyer acknowledges that a copy of the Maine Attorney General Home Construction Warning is attached to this Agreement as Addendum B.
26. **Binding Agreement:** This Agreement is a binding Agreement when signed by both Seller and Buyer. Counterpart originals and signed emailed or facsimile copies of this Agreement and any change orders shall be binding. This Agreement shall be binding upon the personal representatives, heirs, and successors of the parties.
27. **Confidentiality:** Buyer agrees to allow Seller to contact Buyer's lender, appraiser, and closing agent for directly related information necessary to fulfill the terms of this Agreement.
28. **Description of Property:** Seller agrees to sell and Buyer agrees to purchase for the price set forth in this Agreement, property designated in the basic terms of sale at the address written in this agreement and as set forth in the house plans, accompanying documents and exhibits, as set forth or referenced in specifications below.
29. **Working Capital Reserve Fund:** Buyer must pay, at closing, a onetime amount to the Association for the Working Capital Reserve Fund. The amount due at closing is: \$ \_\_\_\_\_. (\$\_\_\_\_\_ x 4 months = \$\_\_\_\_\_ to the Master Association and \$\_\_\_\_\_ x 2 months = \$\_\_\_\_\_ to the Condominium Association). Amount due is subject to change if Association budget changes prior to closing. \_\_\_\_\_Please initial.
30. **Code Changes:** Buyer will be billed for any additional cost to Seller if there are changes in the local or State building code, after Buyer and Seller sign the agreement.
31. **Furnishings and Models:** Furniture, wall coverings, decorations, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered to be a part of such unit for the purposes of this agreement. Further, the location of wall switches, thermostats, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans or sketches shown to buyer other than those which are a part of the Public Offering Statement are for display purposes only and not be exactly duplicated.
32. **Seller Modifications:** Seller reserves the right to modify the Declaration, Bylaws, Plats and Plans and any other Condominium Document and Master Association Document as may be required by law, a title insurance company, the Seller's present or future lender(s) or at Sellers discretion, provided that such modification shall not: increase the purchase price of the unit,

reduce the obligations of seller for common expense on unsold units, reduce the size of the unit. The dimensions, sizes, and location of interior partitions in the units and the location of the unit in relation to other units, buildings, improvements and other portions of the common elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary. Buyer acknowledges and agrees that such minor variances are acceptable to Buyer and such variances shall not be grounds for any action for rescission, damages or reduction of the purchase price. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided however, that the quality of any such substituted item is equal to or superior to those listed in the specifications.

33. **Marketing Material:** Seller reserves the right to modify, change the plans or specifications as shown on any marketing material or web site up to the point of executing the Purchase and Sale Agreement.
  
34. **Compliance with Declaration:** Buyer agrees to restrict the occupancy of the unit in accordance with the use and occupancy restrictions as set forth in the Declaration, Bylaws and Rules and Regulations and to otherwise be bound in all respects by the provisions and restrictions thereof.

**In Witness whereof**, the parties hereto have executed this Agreement with an effective date as of \_\_\_\_\_ (The "Effective Date" of this Agreement).

SELLER:

PARK NORTH DEVELOPMENT, LLC

By: \_\_\_\_\_  
Its Member

1022 Portland Rd.  
Saco, ME 04072  
207-282-7377 p  
207-282-6568 f

BUYER:

s/ \_\_\_\_\_

print name: \_\_\_\_\_

s/ \_\_\_\_\_

print name: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Tel: \_\_\_\_\_

Cell: \_\_\_\_\_

Cell \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

BANK NAME, ADDRESS, PHONE #, AND CONTACT PERSON NAME

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

HOW DO YOU WISH TO TAKE TENANCY ON DEED

JOINT \_\_\_\_\_

SOLE \_\_\_\_\_

(Check One)

Buyer's Initials \_\_\_\_\_