

Unit_____

NEWBERRY PLAZA CONDOMINIUM ASSOCIATION SALES PACKET CHECKLIST

The Newberry Plaza Condominium Association requires that the following items be submitted to the Management Office Thirty (30) days in advance of closing.

**ALL FUNDS MUST BE SUBMITTED IN THE FORM OF CERTIFIED CHECKS,
CASHIERS CHECKS OR MONEY ORDERS**

A. TO BE COMPLETED BY SELLER(S):

_____ **1. FORM "A":**

Complete initial and sign all 3 pages of Form "A" for seller(s). Original copies required.

_____ **2. SALES PROCESSING FEE:**

Submit \$550.00, payable to the "Newberry Plaza Condominium Association".

_____ **3. ELEVATOR SECURITY DEPOSIT:**

Submit \$300.00, for the elevator security deposit. Elevator time exceeding 2 hours will be billed at \$150.00 an hour in half hour increments. This deposit shall be applied to excess elevator time or damage to the common elements.

_____ **4. SALES CONTRACT:**

Submit a copy of the signed sales contract, including all riders.

_____ **5. Declaration and By-Laws (IF NECESSARY)**

Submit \$65.00 payable to the "Newberry Plaza Condominium Association" for the condominium association declaration and by-laws, if you require a copy.

BUYER REQUIREMENTS ON NEXT PAGE

B. TO BE COMPLETED BY BUYER(S):

_____ **1. FORM "B":**

Complete, initial and sign all 7 pages of Form "B" for buyer(s). Original copies required.

_____ **2. SALES PROCESSING FEE:**

Submit \$700.00, payable to the "Newberry Plaza Condominium Association" for processing fee.

- A. NOTE: All documents must be submitted with complete information and must be signed by all appropriate parties selling and purchasing the unit.
- B. All fees are subject to change without notice.
- C. You must submit a copy of the Closing/Settlement Statement (RESPA) to the Management Office before access to the building will be granted.
- D. Proof of Liability Insurance in an amount no less than \$500,000 to the Management Office within 15 days after closing.

ALL FUNDS MUST BE SUBMITTED IN THE FORM OF CERTIFIED CHECKS, CASHIERS CHECKS OR MONEY ORDER

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FORM "A" FOR SELLERS**

The Board of Directors of Newberry Plaza Condominium Association thanks you as a soon-to-be former owner for your cooperation and wishes you well in your new residence. The information requested on this form is necessary to assist our Management in meeting its obligation to maintain Newberry Plaza as a first-class condominium. We appreciate your assistance in completing this form. If you have any comments or suggestions for improving this form, or about any aspect of the operation of the Association, your input and participation are encouraged.

Thank you.

**BOARD OF DIRECTORS
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION**

INSTRUCTIONS FOR COMPLETING THIS FORM:

- A. Complete and initial all parts of the form.
- B. Sign your name(s) and insert date in Part D.

PART A - Seller's Name(s) and Address

Unit Number_____

Present Legal and Beneficial Owner(s) Name
or Holder of Power of Direction if Unit Held in Trust

Mailing Address

City State Zip

(____)_____
Home Phone

(____)_____
Work Phone

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FORM "A" FOR SELLERS**

PART B - NOTICE OF INTENT TO SELL

In accordance with the Regulations established by the Board of Directors under the Declaration of Condominium Ownership, I (We) hereby submit to the Board of Directors this Notice of Intention to Sell the above described Property to the party or parties (and only those parties) named. The tender to and receipt by the Board of this completed form shall constitute valid notice of my intention to sell the Unit.

Seller(s) _____ (initials) _____ (initials)

Sale Price _____

PART C - SMOKE DETECTOR CERTIFICATION

I (We) certify that there is a smoke detector installed in the unit in good working order, in compliance with City Code.

Seller(s) _____ (initials) _____ (initials)

PART D - SELLER'S SIGNATURE(S)

I (We) certify that I (We) have read and initialed Parts A, B and C of this form and that the information therein is complete, true and correct.

Signature _____ Date _____

Signature _____ Date _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
FORM "A" FOR SELLER**

ELEVATOR SECURITY DEPOSIT AND AGREEMENT

OWNER(S) NAME _____ **UNIT NUMBER** _____

I (We), as owners moving out of the Newberry Plaza, agree to deliver to the Newberry Plaza Condominium Association ("Association") a \$300.00 security deposit, payable a money order, cashier's check or certified check, which will be held by the Association in accordance with its Rules and Regulations as a deposit for elevator usage above two hours and as security against damage caused to the Association's Common Elements arising from, or out of, elevator usage in moving of my (our) furnishings and belongings out of the Unit(s) identified above. Time above two hours is charged in half hour increments at a rate of \$150.00 per hour. Said deposit shall be delivered to the Association prior to elevator usage.

The entire security deposit of \$300.00 will be refunded upon completion of the move, provided there is no damage sustained to the Common Elements of the Newberry Plaza Condominium Association and no usage above two hours. Damage in excess of the security deposit shall be promptly paid by the undersigned to the Association upon demand.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure for availability.

If more than one person is selling, both must sign below.

Forwarding Address: _____

Telephone: (____) _____

Signature: _____ **Date:** _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
SALES FORM "B" FOR BUYERS**

The Board of Directors of Newberry Plaza Condominium Association wishes to take this opportunity to welcome the new owners to Newberry Plaza and to thank you in advance for your cooperation. The information requested on this form is necessary to assist our Management in meeting its obligation to maintain Newberry Plaza as a first-class condominium. We appreciate your assistance in completing this form. If you have any comments or suggestions for improving this form, or about any aspect of the operation of the Association, your input and participation is encouraged.

Thank you.

**BOARD OF DIRECTORS
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION**

INSTRUCTIONS FOR COMPLETING FORM:

- A. Complete and initial parts of this form.
- B. Sign your name and insert date in Part E.

PART A - Purchaser's Name and Address

Purchasing Unit No. _____

Purchaser(s) (Legal and Beneficial Owner(s) Name or Holder of Power of
Direction if Unit Held in Trust)

Current Address City State Zip

(____) _____

Current Home Phone

(____) _____

Current Work Phone

(Please Check) _____

**I will notify the Management Office of my new phone
number within ten days of moving into the unit and revise
Part C, the Resident Information Sheet, as needed.**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
SALES FORM "B" FOR BUYERS**

PART C - Page 1 - Resident Information Sheet

(Please print or type and complete all items)

Unit #: _____

Home #: _____

Legal and Beneficial Owner(s) of unit or holder of power of direction, if held in trust

Residents(s): 1. _____

2. _____

Email Address: 1. _____

Cell #: _____

2. _____

Cell #: _____

Electronic Communication

By selecting yes you are agreeing to receive important information via email

Yes ____ **No** ____

Name of Business Employed by:

1. _____

2. _____

Business Phones: 1. _____

2. _____

OTHER RESIDENTS:	BUSINESS PHONE:	RELATIONSHIP:	AGE IF MINOR:
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_____	(____) _____	_____	_____
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_____	(____) _____	_____	_____
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******IN CASE OF EMERGENCY******

Name: _____ **Relationship:** _____

Address: _____

Home Phone: (____) _____ **Office Phone:** (____) _____

Disabled Resident Requiring Assistance: No ____ Yes ____

If yes please describe _____

**NEWBERRY CONDOMINIUM ASSOCIATION
SALES FORM "B" FOR BUYERS**

PART C - Page 2 - Resident Information Sheet

Please Initial Each Item

_____ We certify that: (1) the information set forth above includes each and every person who will occupy the unit and is complete, true and correct; and (2) we will notify the Management Office of any changes in the information set forth above.

_____ We certify that we have copies of the Association's (1) Declaration and Bylaws and (2) Rules and Regulations, and that we have read and understand them and agree to be bound and abide by them.

_____ We certify that we received a copy of the EPA Required Lead Safety pamphlet.

_____ We understand that dogs, except those grandfathered are not permitted and certain other pets are allowed by the Association's Rules and Regulations.

_____ We understand that false statements or documentation, including but not limited to, purchase agreements and riders will be considered a breach and violation of the Declaration and Rules and Regulations, and may result in a fine or other action allowed by law.

_____ We certify that we will be using the unit for residential purposes only.

_____ We acknowledge having been advised that the Association's insurance does not cover any damage to the interior of our unit, this includes without limitations, damage to wall coverings, paint, paneling, built-ins, carpeting, fixtures, and appliances, any of our personal property and any such property stored elsewhere in the building. We also understand that the Association's insurance does not cover claims for personal injury, death, or similar occurrences covered by general liability insurance. We agree to obtain our own insurance coverage for all of the foregoing items and any other items not covered by the Association's insurance.

Resident's Signature

Date

Resident's Signature

Date

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
SALES FORM "B" FOR BUYERS**

PART D - Notice to Buyers

1. This is also to notify you that the Association Declaration, which has been recorded against the property, the Association By-Laws and Rules and Regulations provide that all owners, tenants and residents are bound by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, including rules relating to such items as pets, use of units and common elements. The By-Laws and Rules and Regulations further provide that the Association may charge all costs and expenses associated with enforcing the provisions of the Declaration, By-Laws and Rules and Regulations, to the Unit Owner and that in the event a tenant or other resident is in violation of the By-Laws and Rules discretion to enforce the terms of the lease, and that any violation of the Association Declaration, By-Laws, or Rules and Regulations shall constitute a default under the terms of the lease and breach of the lease.

Buyers _____(initials) _____(initials)

PART E - Buyer's Signature

I (We) hereby certify that I (we) have read, completed and initialed the appropriate boxes in Parts A through D of this form, and that the information therein is complete, true and correct.

Signature _____ Date _____

Signature _____ Date _____

ELEVATOR SECURITY DEPOSIT AND AGREEMENT

OWNER(S) _____ **UNIT NUMBER** _____

I (We), as the undersigned owner(s) or soon to be owner(s), agree to be bound by the Rules and Regulations of the Association and any other of the Association's governing documents. In accordance thereto, if any damage is caused to the Association's Common Elements arising from, or out of, elevator usage in the moving of my (our) furnishings and belongings from the Unit(s) identified above, any such damage will be billed back to the monthly Assessment. Time above two hours is charged in half-hour increments at the rate of \$75 per half-hour.

I (We) further understand that the Association is not liable for any cost incurred by me (us) due to elevator failure for availability.

If more than one person is selling, both must sign below.

Buyer(s) _____

Date: _____

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION
PET REGISTRATION AGREEMENT**

UNIT NUMBER _____

Unit Owner Name(s) _____

Mailing Address _____

City/State/Zip _____

Home Phone (____) _____ **Office Phone** (____) _____

Type of Pet _____

Pet's Name _____

Breed _____

Date of Birth _____

Date of last rabies shot _____

Color _____ **Height** _____

Weight _____ **Sex** _____

If Male Cat: Certificate of Neutering (Attached) _____

The above named unit owner(s) and/or tenant(s), in consideration of the permission granted by the Newberry Plaza Condominium Association ("Association") to keep a pet in their unit, hereby agrees as follows:

1. No pets or guest pets are allowed in the building except for
 - A. those specific dogs and cats that were registered with the Management Office in accordance With the 1986 Rules. These registrations are not transferable; and,
 - B. those pet of the type usually and customarily kept as a household pet which
 - i. are maintained in a cage, aquarium, or similar enclosure and do not use the common elements, and
 - ii. Do not exceed in size or weight of a common household cat, and
 - iii. are non-venomous and otherwise present no danger to residents in the event of escape;

Provided however, that this section does not permit the keeping dogs, mice, rats, insects, or snakes.

1. Household cats are allowed under Section 1(b), but are limited to no more than two per residence. Male cats must be neutered and the certificate of neutering provided.
2. Pets must be raised or kept using the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety, and welfare of the remaining Owners and Tenants. No animals shall be raised, bred or kept for any commercial purpose. Litter boxes must be kept clean at all times, minimally clean daily if in use, in order to eliminate any odors in any common area or other units. Kitty litter must be disposed of in tightly sealed plastic bags and placed in the garbage chute.

3. Pets shall be controlled so as not to (a) create a nuisance or (b) relieve themselves in or on the Common Elements. Any deposit of waste by a pet on the Common Elements shall promptly and properly be disposed of by the person attending to the pet. Pets shall not be fed in any portion of the Common Elements.
4. No pets may be left unattended at any time in the Common Elements. At no time will pets, except dogs permitted under Section 1(a) above, be permitted in the Common Elements unless carried in an enclosed container. The leash shall not be more than six (6) feet in length.
5. An Owner is responsible for damage or other violations of these Rules and Regulations and Guidelines caused by any pets kept or maintained in the Units owned by him or her, including pets of his or her Tenants and invitees of the Owner or Tenant. The cost of repairing or remedying any damage caused by a pet, and the cost or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-Laws or Rules and Guidelines, shall be charged to the responsible Owner.
6. All pets must be registered. The Board may impose such registration fees as it deems appropriate. For the protection of all persons, registrations of authorized pets shall include the pet Owner's name, the pet's name, the Unit number, a physical description of the pet and up-to-date proof of current rabies inoculation. The Management Office may impose additional registration requirements for the dogs allowed under Section 1(a). Dogs must wear Association tags at all times. These tags are not transferable from pet to pet, Resident to Resident, or Unit to Unit.
7. Any Owner, Tenant, Association officer employee who observes any litter, damage or other violation caused by a pet should report such violation in writing to the Management Office, identifying the pet and/or its owner and/or Unit and describing the violation.
8. All statutes, ordinances, Rules and Guidelines of the governmental organizations of body having jurisdiction over the Building, pertaining to animal regulation, are incorporated herein and made a part thereof.
9. Any Owner who has been found to have been responsible for one or more violations of these Rules and Guidelines shall be deemed to have a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter, the Board or its authorized agents may elect to order the permanent removal of the pet from the building upon three (3) days' notice from the Board its authorized agents. In addition, each violation of the above agreement may result in a fine per occurrence.

The Unit Owner(s) identified above here by execute this Agreement on this day _____ of _____, _____ and agree to be subject to its enforcement.

Unit Owner _____

Unit Owner _____