

AGREEMENT

Between Owners of Units numbered _____ in a Multiple Building Known as:
[building name]
located on land leased from

COMMUNITY LAND TRUST IN THE SOUTHERN BERKSHIRES
at Forest Row, Great Barrington, Massachusetts

The undersigned in consideration of the mutual promises and agreements herein and the parties' reliance thereon, being owners of units in a multi-unit dwelling in "Forest Row," so-called, being a Planned Unit Residential Development (PURD) owned by the Community Land Trust in the Southern Berkshires (hereinafter referred to as CLT) hereby agree to the following regarding ownership and use of said multi-unit dwelling and the curtilage relating thereto.

1. The parties agree to enter individually (as to each unit) into a lease with CLT for the land upon which their respective units are located. The parties agree that in the event a party is in default under said CLT lease, the parties hereto not in default shall have a right of first refusal to succeed to the lease interest of such defaulting party. Such right of first refusal is subject to the rights of the mortgage holder, if any, of such defaulting party and to the rights of the CLT. As to the area surrounding and appurtenant to the structure embracing the said units, including the parking area, all as shown on the site plan, the parties agree to mutually maintain and care for said area, to keep same in a clean and well-cared for state; and to do same in a manner promoting safety and consistent with other sites in the Forest Row development.
2. For purposes of facilitating resolution of issues and concerns joint to the use of said premises and said units, the parties hereto agree to meet from time to time as a unit association to discuss issues relating to their use and ownership of said units and to adopt regulations relating to such use and costs relating to same. With regard to the use and care of the premises of the undersigned, a meeting may be held upon request of any two parties, such request to be upon reasonable notice. Decisions relating to use and care of the premises of the undersigned, not otherwise controlled by other agreements, shall be by a majority vote, each dwelling unit being entitled to one vote. No such decision shall impair or be in conflict with the said lease with CLT. The parties hereto stipulate that their unit

- association is not a partnership and the parties have no intent of creating partnership rights and liabilities.
3. The parties agree to share equally joint costs, providing that no aggregate expenditures in excess of \$250.00 in any one calendar year shall be made for such joint work without the vote or assent of the majority of the unit association, in accord with its rules and regulations.
 4. The parties shall designate a secretary to keep records of the unit association; and the parties shall select a treasurer to hold funds of the unit association.
 5. The unit association shall discuss from time to time the advisability of maintaining singular or coordinated insurance policies, as to the building containing the parties' units and as to premises liability insurance.
 6. Any party selling or otherwise conveying his/her/their interest in said premises shall give the transferee notice of the rules and regulations of the unit association; the parties agree further to provide guests and invitees reasonable notice/explanation of the unit association's rules and regulations, as such may pertain to such guests and invitees.
 7. Any common expense not paid by a party hereto (or his/her successor in interest) shall be deemed a lien against the equity interest of such party, and this agreement shall be evidence of such rights in the parties to secure their claim for such contribution to common expenses.
 8. In the event a party ceases to be the owner of a unit, such party shall be entitled to receive from the treasurer of the unit association his/her/their pro-rata share of any funds held by the unit association treasurer.
 9. The parties agree that no unit owner shall make a material change to the exterior of the common building unless same is approved by the unit association by a majority vote.
 10. The parties agree that no unit owner shall make any interior change which may adversely affect the health and well-being of the other adjacent unit owners; nor shall any unit owner permit upon the premises (including within each unit) illegal acts or such other acts which may adversely affect the health and well-being of the other adjacent unit owners.
 11. This agreement may be amended only by a vote, duly noticed, of at least 75% of the eligible votes in the affirmative and no such vote shall be or result in acts detrimental to the economic value of the units.
 12. Any conflicts or disputes arising among unit owners shall be resolved by arbitration, which arbitration shall be in accord with the arbitration procedures of the CLT lease (to which the parties hereto are lessees).

Forest Row Multiple Unit Agreement

Executed this _____ day of _____ 2____.

Name (s)

Owner (s) of unit #s

Berkshire Community Land Trust
P.O. Box 276
Great Barrington, MA 01230
(413) 528-4472 • www.berkshirecommunitylandtrust.org