

FHA FORM NO. 3379  
Rev. January 1967

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

**MODEL FORM OF SUBSCRIPTION AND PURCHASE AGREEMENT\***  
(Section 234, National Housing Act)

(To be executed in triplicate, one copy with indicated  
attachments to be retained by the Subscriber.)

Application No. \_\_\_\_\_

Family Unit No. \_\_\_\_\_

Project \_\_\_\_\_

Date \_\_\_\_\_

WHEREAS, \_\_\_\_\_ (hereinafter called Seller) is the owner  
of (or proposes to construct) a multifamily housing project known as

\_\_\_\_\_ located at \_\_\_\_\_

\_\_\_\_\_ and WHEREAS, the said project is proposed to be converted to a Con-  
dominium; And

WHEREAS, 80 percent of the total value of the family units in the project (or such lesser percent as may be  
approved by the Federal Housing Administration (hereinafter referred to as the FHA)) must be sold to purchasers  
approved by the FHA before its insurance of individual mortgages under Section 234(c) of the National Housing  
Act; and

WHEREAS, it will be necessary to establish an association of owners for the operation and regulation of  
the "common areas and facilities" of the Condominium;

**BE IT AGREED AS FOLLOWS:**

**1. Subscription and Purchase Amount**

I/We \_\_\_\_\_, in consideration of the mutual promises of other subscri-  
bers and other good and valuable considerations, and having a bona fide intention to reside in a unit in the above-  
referred-to project, hereby subscribe for participation in \_\_\_\_\_  
(hereinafter called Association) and hereby agree to purchase the above-numbered family unit and the \_\_\_\_\_  
percentage undivided interest in the common areas and facilities\*\* for the price of \$ \_\_\_\_\_,  
payable as follows: \$ \_\_\_\_\_ upon signing this agreement; \$ \_\_\_\_\_  
within \_\_\_\_\_ days after date hereof and the balance at time of conveyance as provided in para-  
graph 3, hereof.

Seller hereby agrees that all sums received on account of the purchase of the family unit shall be held in trust  
and shall be placed in an escrow account with

\_\_\_\_\_ Bank under an escrow agreement, the terms of which are acceptable  
to the FHA. The escrow agreement shall provide that Seller shall not be entitled to receive any sums in the es-  
crow until conveyance of title.

I/We hereby subscribe to the Plan of Apartment Ownership, Association By-Laws and Regulatory Agreement,  
copies of which are attached hereto and receipt of which is hereby acknowledged. I/We hereby agree that, in  
addition to the purchase price above mentioned, I/We will be liable for our proportionate share of the Associa-  
tion assessments as outlined in the By-Laws. I/We also agree that in addition to the above-mentioned purchase  
price we will pay to the Association at or before conveyance of title the sum of \$ \_\_\_\_\_,  
representing our proportionate share of the Association's required working capital.

**2. Plan and Purpose**

The Association will be established for the purpose of operating and maintaining the common areas and facilities  
of the Condominium. Each owner of a family unit in the Condominium will be a member of the Association and  
will be subject to the by-laws and regulations thereof. As set forth in the Plan of Apartment Ownership, the  
vote of each member will be based on the ratio of the value of the family unit(s) which he owns to the total value  
of the entire project.

\* This form is required in cases where subscriber seeks an insured mortgage under Section 234.

\*\* References hereinafter made to "family unit" shall include the undivided interest in the common areas and  
facilities.