Residential Condominium Contract (Resale)

TXR 1605 / TREC 30-18 | Residential Contracts | TREC effective 07/01/2026

What this form is for

Designed for resales of condominium units. Not to be used where seller owns fee simple title beneath the unit (e.g., townhomes). Not to be used in complex transactions. Appropriate addenda may be attached. Not to be used for transactions known as "contracts for deed," "wraps," or "lease purchases."

Key sections and how to complete the form

Use the form in order. The sections below explain the main decisions, blanks, disclosures, or deadlines the form is designed to address. Complete the actual form from the transaction facts and the instructions printed on the current version.

1. Parties

The parties to this contract are (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. Property And Condominium Documents

A. The Condominium Unit, improvements and accessories described below are collectively referred to as the Property (Property). (1) CONDOMINIUM UNIT: Unit , in Building , of , a condominium project, located at (address/ zip code), City of ,County of , , Texas, described in the Condominium Declaration and Plat and any amendments thereto of record in said County; together with such Unit's undivided interest in the…

3. Sales Price

A. Cash portion of Sales Price payable by Buyer at closing ....$ The term “Cash portion of the Sales Price” does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract. B. Sum of all financing described in the attached: q Third Party Financing Addendum, q Loan Assumption Addendum, q Seller Financing Addendum ....$ C. Sales Price (Sum of…

4. Leases

Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes) q A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases…

6. Title Policy

A. TITLE POLICY: Seller shall furnish to Buyer at qSeller’s qBuyer’s expense an owner policy of title insurance (Title Policy) issued by (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1)…

7. Property Condition

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities…

8. Broker Or Sales Agent Disclosure

Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more

9. Closing

A. The closing of the sale will be on or before , 20 , or within 7 days after objections to matters disclosed in the Commitment have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title…

10. Possession

A. BUYER’S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: q upon closing and funding q according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will…

11. Special Provisions

(This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's…

12. Settlement And Other Expenses

A. EXPENSES: The following expenses must be paid at or prior to closing: (1) Seller shall pay the following expenses (Seller's Expenses): (a) releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract; (b) an amount…

13. Prorations

Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations…

14. Casualty Loss

If any part of the Unit which Seller is solely obligated to maintain and repair under the terms of the Declaration is damaged or destroyed by fire or other casualty, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller’s control, Buyer may (a) terminate this contract and the earnest money…

15. Default

If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer…

Related forms and resources

These documents may connect to this form depending on the property, financing, occupancy, disclosure requirements, or other facts of the transaction. Open the related resource to see what it does and how it is completed.

Third Party Financing Addendum

TXR 1901 · TREC 40-11

Review when: Third-party financing may apply when the buyer’s condominium purchase is financed.

Addendum Concerning Right to Terminate Due to Lender’s Appraisal

TXR 1948 · TREC 49-1

Review when: Appraisal termination right may apply with third-party financing when the addendum’s conditions are met.

Sale of Other Property by Buyer

TXR 1908 · TREC 10-6

Review when: Review when the buyer’s purchase depends on proceeds from the sale of another property.

Addendum for "Back-up" Contract

TXR 1909 · TREC 11-9

Review when: Use when the condominium offer is intended to be a back-up contract.

Seller's Temporary Residential Lease

TXR 1910 · TREC 15-7

Review when: Review if the seller will remain temporarily after closing.

Buyer's Temporary Residential Lease

TXR 1911 · TREC 16-7

Review when: Review if the buyer will occupy temporarily before closing.

Addendum For Seller's Disclosure of Information On Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law

TXR 1906 · TREC 56-0

Review when: Review for applicable condominium units in residential property built before 1978.

Addendum Regarding Fixture Leases

TXR 1954 · TREC 52-1

Review when: Review if fixtures serving the unit are leased and will remain or be assumed.

Addendum For Section 1031 Exchange

TXR 1956 · TREC 60-0

Review when: Review when a party intends to accomplish a Section 1031 exchange.

Use the current official form

This page explains the form; complete the current official TREC version for the transaction. Form shown in this resource: **TREC 30-18**.

Need further assistance?

For transaction-specific questions, contact your broker or **Broker Rochelle Fitzgerald** at Fitz & Co. Real Estate.

Educational resource

For educational purposes only. Agents should verify current forms and consult with their broker when needed.

Fit & Co. Texas Resource Center | Educational resource. Use the current form version for the transaction.