

BRITTON
HOMES

EARNEST MONEY CONTRACT PART I

PURCHASER: Vandana Kumar

Purchaser and any Co-Purchaser are hereinafter referred to singularly as “Purchaser.”

STATUS: [] Married; [] Single; [] Trust; [] Corporation; [] Partnership

CO-PURCHASER (if any): Sanjeev Kumar

STATUS: [] Married; [] Single; [] Trust; [] Corporation; [] Partnership

PURCHASE PRICE: \$ \$1,275,000

STREET ADDRESS: 3611 Lacefield Drive, Frisco, TX 75033

PROPERTY: Lot 1, Block N, Fields 60' Lot, Section 1B, according to the map or plat thereof recorded in the Official Public Records for Real Property of Denton County, Texas, together with all improvements constructed or to be constructed thereon (hereinafter referred to as the "Property").

PLAN NUMBER: 533A; ELEVATION NUMBER: 51

EARNEST MONEY: \$63,750.00 (the “Earnest Money”)

**** SEE SECTION 5.6 FOR DETAILS ON THE NONREFUNDABLE NATURE OF EARNEST MONEY. ****

AGENT NAME: Michael McCuller

BROKERAGE: Real Broker, LLC

AGENT CONTACT NUMBER: 4692339732

AGENT EMAIL ADDRESS: mcculler@brentgermanyteam.com

TITLE COMPANY: Executive Title Company

CLOSING DATE: On or before 03/10/2025 If either no date or “N/A” is shown, closing shall occur within a reasonable time after Completion (as defined in Paragraph 3.2 of this Earnest Money Contract (“Contract”)) or on such other date thereafter as Perry Homes, LLC d/b/a Britton Homes (“Seller” or “Britton Homes”) may determine in its sole discretion.

TYPE OF SALE / MORTGAGE: CASH SALE; FHA; VA;

Purchaser receives special incentive for using a Recommended Lender:

 CRESTMARK MORTGAGE; PARKSTONE MORTGAGE; US BANK.

BROKER REFERRAL FEE. (Check here if applicable) Purchaser understands that, at the closing of this sale, a Broker Referral Fee will be paid by Seller.

Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase, the Property, subject to and in accordance with the terms and conditions contained herein, including, but not limited to, those contained in Part II of the Contract and any addenda. Seller agrees it will construct, or it has constructed, improvements on the Property in accordance with this Contract. There are no contingencies to this Contract unless otherwise agreed to in writing by Seller.

SPECIAL PROVISIONS (The following supersede and control over any conflicting provisions in the remainder of the Contract.)

The Purchase Price is contingent upon Purchaser both (i) using Crestmark Mortgage to provide Third-Party Financing and (ii) Seller paying up to \$7,500.00 for discount points and/or closing costs.

[Buyer’s Acknowledgement on Following Page]

THE FOREGOING DEFINITION OF TERMS AND SPECIAL PROVISIONS, IF ANY, SHALL APPLY WHEN USED IN THE REMAINDER OF THE CONTRACT. THIS CONTRACT CONSISTS OF MULTIPLE PAGES AND PARTS AND MUST BE SIGNED ON THIS FRONT PAGE, ON THE LAST PAGE OF PART II AND ANYWHERE ELSE INDICATED.

Executed effective the 7 day of February, 2025

PURCHASER:

PURCHASER

SELLER:

BRITTON HOMES PURCHASER

BY: _____
SALES PROFESSIONAL

BRITTON HOMES EARNEST MONEY CONTRACT PART II

I. PURCHASE

- 1.1 EARNEST MONEY.** Purchaser has delivered to Seller the sum specified above as the Earnest Money together with a copy of this Contract. Should Purchaser's obligations under this Contract be carried out within the time specified, the Earnest Money (and any additional Earnest Money paid after the date of the original Contract) will be applied as a credit against the Purchase Price. Any Change Order Deposits to be applied toward the Purchase Price will be denominated as Earnest Money when at closing. The Earnest Money and any Change Order Deposits may be deposited in a non-interest bearing account and no interest shall be paid to Purchaser.
- 1.2 FINANCING.** Purchaser agrees and represents to Seller that Purchaser will be able to close as required by this Contract. Purchaser agrees to comply with all requirements of this Contract and the accompanying Funding Addendum with respect to obtaining funds to permit closing under this Contract. If Purchaser utilizes FHA or VA financing, the terms of the FHA/VA amendatory clause or escape clause, if signed by Purchaser and Seller, are incorporated herein by reference.
- 1.3 PLAN.** The Purchase Price includes payment for a residence (either already constructed or currently under construction or to be constructed) on the Property substantially in conformity with the construction prints for the plan number and the elevation number designated in this Contract (the "Plans"). Purchaser acknowledges a copy of the Plans are on file at Seller's office and available for examination by Purchaser prior, or subsequent, to the signing of this Contract. The Plans are the property of Seller and no interest in the Plans is conveyed to Purchaser. Purchaser acknowledges that this residence is one of a number of residences constructed or to be constructed by Seller according to a general land plan and design. This Contract is an agreement to purchase upon completion of a certain type and size residence on a particular lot or plat of ground and shall not be construed as a contract to build said residence to the order, or at the direction, of Purchaser. Purchaser acknowledges that Seller revises its plans from time to time and that, due to these plan revisions, homes released for construction at different times from the construction at the Property (including without limitation completed and model homes) may differ from the residence at the Property even though the Plan Number and/or Elevation Number may be the same. Without limiting the generality of the foregoing, Purchaser acknowledges that Seller may build (or has already built) other homes very similar to the Property, or based upon the same or similar Plan, and possibly in relatively close proximity to the Property, and no one has made any representation to Purchaser to the contrary. Purchaser also acknowledges that Seller makes no representations, promises, or warranties (either verbally or in writing) concerning the uniqueness of the Plan.
- 1.4 PURCHASE PRICE.** Purchaser agrees to pay the Purchase Price (which includes rolled-in closing costs, if any, and which is subject to adjustment as allowed in this Contract or by subsequent Amendment on Seller's forms but not for market conditions), for the sale and conveyance of Property and for construction of the improvements thereon. Purchaser acknowledges that the total purchase price (including any rolled-in closing costs) is an amount agreed to between Seller and Purchaser and is not subject to change based on an appraisal obtained through the mortgage process.

II. CLOSING

- 2.1 CLOSING.** The closing will be held on or before the Closing Date and at a time and place to be designated by the Title Company. If a Closing Date is not specified on the first page of this Contract, then the sale under this Contract shall be closed upon the date of completion of the improvements, as defined below, or on such other date thereafter as Seller may determine in Seller's sole discretion. At closing, Purchaser agrees to pay the Purchase Price in the manner above provided.
- 2.2 PROPERTY TAXES; PRORATIONS; TITLE MATTERS; TITLE INSURANCE; SURVEY.** Seller shall pay all ad valorem taxes upon the Property through and including the preceding year. Taxes, maintenance fees, assessments and dues for the current year shall be prorated between Seller and Purchaser as of the Closing Date, unless otherwise agreed to by the Parties in writing. If taxes for the current year vary from the amount prorated at Closing, the parties shall adjust the prorations when tax statements for the current year are available. At closing, Seller agrees to execute and deliver to Purchaser a Warranty Deed conveying the Property free and clear of all encumbrances except those specified herein. Any of the Purchase Price may be used by Seller to discharge encumbrances. An Owner's Policy of Title Insurance and a survey from Seller's approved surveyor, both at Purchaser's expense (unless otherwise agreed by Purchaser and Seller, who shall individually be referred to in this Contract as a "Party" and collectively as the "Parties"), are required. The Owner's Policy of Title Insurance must cover the Property in the amount of the Purchase Price, subject only to the exceptions specified herein and the printed exceptions required by the State Board of Insurance in the State of Texas. Any usual use restrictions, easements, mineral or royalty reservations, covenants, rights-of-way, conditions, maintenance charges or zoning ordinances, to which the Property may be subject, or which may be common to the addition or subdivision of which the Property is a part, shall not be valid objections to the title to the Property.
- 2.3 PRIVATE TRANSFER FEE.** Purchaser may be subject to a private transfer fee obligation. Purchaser's obligation to pay any private transfer fee may be governed by Chapter 5, Subchapter G of the Texas Property Code.

III. CONSTRUCTION AND IMPROVEMENTS

- 3.1 FEATURES SHEET.** Purchaser acknowledges that the home at the Property may include features described in a "Features Sheet" that may be shown to Purchaser. Seller reserves the right, in its sole and absolute discretion and without notice to Purchaser, to substitute materials and/or supplies and to make changes to features and/or products (all based on availability and with no guarantee of equivalence) described in the Features Sheet. Purchaser acknowledges that such substitutions and/or changes described in this paragraph may occur and agrees to accept (without additional consideration or change in the Purchase Price) same in the home at the Property. The features in the model and inventory homes may differ from those that will be included in the home Purchaser is buying. Purchaser understands that all interior plants, furnishings, refrigerators, decorative wall coverings, decorative paint colors, decorative mirrors, and all other personal property used in model or inventory homes are for display purposes only and are not included in this sale.
- 3.2 COMPLETION; STANDARDS OF CONSTRUCTION.**
- A. The home constructed, or to be constructed, shall be conclusively deemed completed at the time Seller determines the home is ready for the New Home Demonstration, as defined below, unless Seller determines in its sole discretion that items may be completed after Closing or after the New Home Demonstration. Seller agrees that, notwithstanding any provision of this

Contract to the contrary, the residential building(s) on the Property are either already complete as of the date of this Contract or will be substantially complete within two years of the date of this Contract, unless nonperformance or delay occurs due to acts of God, casualty losses, material losses, impossibility of performance, frustration, events beyond Seller's control, or other defenses to contract actions under state or federal law, in accordance with 15 U.S.C. Section 1702(a)(2). **PURCHASER ACKNOWLEDGES AND AGREES SELLER DOES NOT, AND SHALL NOT, GUARANTEE THE SPECIFIC DATE WHEN THE HOME TO BE CONSTRUCTED SHALL BE COMPLETED AND/OR READY FOR OCCUPANCY.**

- B. The improvements at the Property will meet the Perry Homes Express Limited Warranty as defined below, the applicable building codes and the requirements of any other applicable governmental entity. Seller and Purchaser agree that passage of such inspections indicates compliance with the applicable codes and standards. Additionally, in certain counties, an inspector will inspect the home and file a report in the county where the Property is located for the sole purpose of satisfying county requirements. No person or entity shall be deemed a third-party beneficiary of this inspection and/or report.
- C. Seller retained various third parties to perform inspections of the Property prior to closing. Copies of these reports are available for Purchaser to review upon request by Purchaser at a mutually agreeable time. Seller encourages Purchaser to review these inspections. Whether Purchaser reviews the inspections or not or whether Purchaser performs their own inspections or not, which Purchaser is advised to do, Purchaser acknowledges that reports obtained by Seller prior to closing revealed no latent defects at the Property and the Property has been constructed in a good and workmanlike manner, consistent with the quality of construction normally provided in the county where the Property is located. Purchaser accepts the inspection reports as true and correct as of the date of closing.

3.3 SELECTIONS; NON-STANDARD MODIFICATIONS; OPTIONS; UPGRADES; CHANGE ORDER DEPOSITS. Purchaser agrees to make selections, non-standard modifications, options and/or upgrades on Seller's forms (e.g., Enhancement Change Orders, Selection Sheets, etc.), in writing from among those items offered by Seller, at the time and place designated by Seller. Seller reserves the right to require Purchaser to provide Seller with Change Order Deposit(s) (in such payment form and in such amount(s) as Seller may require in its sole discretion) prior to either ordering or installing any such items that are non-standard, options, or upgrades from Seller's base plan(s). At Seller's discretion, charges for Purchaser's selections that Seller requires to be paid prior to closing may be either be deemed to be "paid in cash" (in which case they will not be credited toward the Purchase Price) or be deemed Change Order Deposits and credited toward the Purchase Price at closing as set forth in Paragraph 1.1. If Seller requires Purchaser to change the Purchase Price based on Purchaser's selections, Purchaser agrees to sign an Amendment reflecting the change in price. Seller may, at its sole discretion, require Change Order Deposits be paid by Purchaser for amounts allocated to after-market (post-closing) installation by Seller's vendors; in such instance, the home and all improvements will be completed according to and in the timeframes provided in Paragraph 3.3, and such after-market installations will occur after Closing. If Purchaser fails to either make such selections or furnish any required Change Order Deposit(s) or other sums within the time period specified by Seller, then Seller shall be entitled, and is authorized by Purchaser, to install standard Seller selections. **ANY CHANGE ORDER DEPOSIT(S), AND ANY AMOUNTS "PAID IN CASH" FOR SELECTIONS, DELIVERED TO SELLER SHALL BE NONREFUNDABLE. THE NONREFUNDABLE NATURE OF SUCH SUMS SHALL BE CONSIDERED LIQUIDATED DAMAGES TO SELLER (BECAUSE SUCH DAMAGES TO SELLER ARE UNCERTAIN AND NOT EASILY ESTIMATED) AND SHALL NOT BE CONSIDERED A PENALTY TO PURCHASER.**

3.4 NEW HOME DEMONSTRATION; INSPECTIONS.

- A. Purchaser agrees to attend the New Home Demonstration with Seller's representative, at a time to be determined by Seller. The New Home Demonstration will consist of a review of the location and use of various features of the home, homeowner maintenance responsibilities, and a review of Seller's follow-up and warranty procedures. Only Purchaser and Seller's representative may attend the New Home Demonstration.
- B. Purchaser may have the home inspected at Purchaser's sole expense prior to the New Home Demonstration. Seller is under no obligation to address, correct or repair any matters described by Purchaser's inspector. Any inspections performed by Purchaser shall be performed by individuals and/or companies that meet the following requirements: (i) carries general liability insurance in an amount not less than \$500,000.00 and provides Seller with a certificate of insurance; (ii) maintains a license to perform the subject inspections by the State of Texas and/or jurisdiction where the Property is located, as applicable; (iii) performs the inspection at a time reasonably convenient to Seller and with advance notice to Seller; (iv) provides the results of any inspection to Seller in writing detailing any alleged violations of any applicable building codes or standards with citations to the relevant provisions; and (v) performs all inspections visually without the disassembly or removal of building materials or components of the Property.

3.5 LANDSCAPING; DRAINAGE & IRRIGATION SYSTEMS; IMPORTANCE RELATIVE TO FOUNDATION.

- A. At the time of the New Home Demonstration, Purchaser and Seller should review the landscaping on the Property. The Parties agree to the following terms relating to plant replacement, tree removal and landscaping:
 - 1. Plants and evergreen trees (such as pine trees) installed by Seller that die during the first thirty (30) days after closing will be replaced by Seller provided that the Purchaser has exercised reasonable care and proper watering.
 - 2. Seller will not replace grass or sod after closing.
 - 3. Hardwood trees planted by Seller in the dormant season that die will be replaced only if brought to the attention of Seller's Warranty Department in writing at the beginning of the next growing season. Trees that leaf out, but later die, will not be replaced.
 - 4. **Purchaser acknowledges and agrees that existing trees on the lot may die as a result of construction. Except as set forth specifically above, Seller does not accept responsibility for the life of trees.**
 - 5. **Notwithstanding anything in this Contract to the contrary, plants, grass, trees, or vegetation of any kind that die as a result of insect infestation, inclement or severe weather, acts of God, freeze, hurricanes, tornado, or any causes beyond Seller's control are not the responsibility of the Seller and will not be replaced.**
 - 6. Seller may remove some or all of the existing trees from the Property for a variety of reasons in its sole discretion during the construction of the improvements. **Apart from those trees removed by Seller, Purchaser may request additional trees be removed by Seller at Purchaser's expense, but only if such request is made by signing an Enhancement Change Order within 10 days after the date of this Contract. If Purchaser has requested that the Seller not remove certain trees in close proximity to the foundation, then Purchaser acknowledges that the existence of trees within close proximity to the foundation could cause future foundation problems, in which instances Purchaser agrees Seller shall bear no responsibility. Under no circumstances will Seller replace any trees it removes prior to closing.**
- B. The drainage for the Property will be in place on the Closing Date. Purchaser agrees to exercise careful consideration to the effect on drainage when installing sprinkler systems, swimming pools, decks, playground equipment or additional landscaping. Purchaser agrees to take measures to prevent swimming pools or spas from interfering with the proper drainage of water away from the foundation. If a sprinkler system has been or will be installed, Purchaser should be aware that

proper maintenance of the sprinkler system is very important. A leak in the system can negatively affect the performance of the foundation. At the time of the New Home Demonstration, the sprinkler system, if any, will be in working order and its operation will be demonstrated to Purchaser. Except as outlined in the Perry Homes Express Limited Warranty, after closing, Seller will have no further responsibility for the maintenance or performance of the sprinkler system or the drainage.

- C. Soil conditions vary, and some homes may be built on expansive soils. Cracks appear in all foundations to a varying degree as a result of the concrete curing process and the movement of the slab caused by seasonal moisture changes in the soil adjacent to the foundation. Purchaser acknowledges that alterations made to drainage patterns and/or soil grade within ten (10) feet of the foundation may negatively impact the foundation's performance. Purchaser agrees not to alter the proper drainage pattern or grade of the soil within ten (10) feet of the foundation such that it negatively impacts the foundation's performance. **Seller strongly recommends that Purchaser engage appropriate and competent professionals regarding all drainage at the Property and any changes to the drainage, including, but not limited to landscaping, trees, shrubs, plants, sprinklers, pools, patios, and fences. Proper positive drainage away from the foundation is important for maintaining and ensuring that the foundation performs as designed.**
- D. **ANY DAMAGE TO THE HOME ARISING FROM (I) AN ALTERATION OF EITHER THE ORIGINAL DRAINAGE PATTERN OR ANY SUBSEQUENT DRAINAGE PATTERN INSTALLED BY SELLER (II) INSTALLATION AFTER CLOSING BY PARTIES OTHER THAN SELLER OF A SPRINKLER SYSTEM, A SWIMMING POOL, DECKS, PLAYGROUND EQUIPMENT OR ADDITIONAL LANDSCAPING AND/OR (III) LACK OF MAINTENANCE OR NEGLECT AFTER CLOSING TO ANY OF THE FOREGOING IS THE SOLE RESPONSIBILITY OF PURCHASER (AS BETWEEN SELLER AND PURCHASER), AND PURCHASER RELEASES SELLER, ITS AGENTS AND EMPLOYEES, FROM, AND WAIVES AND RELINQUISHES, ANY AND ALL LIABILITY AND/OR DAMAGES THAT MAY ARISE FROM SUCH ISSUES.**

3.6 CONSTRUCTION SITE VISITS. Because of potential safety and health hazards present during construction of the Property's improvements, as well as the practical limitations on Seller's ability to control the activities of all persons involved in the construction process and thereby limit the risk of personal injury that may arise from construction activities, Seller restricts access to the Property to those entries made at Seller's request or with Seller's express consent and approval. It is Seller's policy that hard hats must be worn at all times by persons present at a construction site. Hard hats are available for use by Purchaser and Purchaser's licensees and invitees upon request. **IF PURCHASER CHOOSES TO ENTER THE PROPERTY PRIOR TO CLOSING, AND REGARDLESS OF SELLER'S PRESENCE ON THE PROPERTY AT SUCH TIME, PURCHASER AGREES TO, AND DOES HEREBY, RELEASE, WAIVE, DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF PURCHASER OR PURCHASER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, OR ARISING FROM THE ACT OF A THIRD-PARTY OR THE CONDITION OF THE PROPERTY AND/OR THE IMPROVEMENTS. THIS RELEASE, WAIVER, DEFENSE, AND INDEMNITY IS GIVEN TO SELLER REGARDLESS OF WHETHER THE SELLER OR ITS AGENTS OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO PURCHASER OR PURCHASER'S AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF SELLER (OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES) OR ATTRIBUTABLE TO SELLER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.**

This Paragraph 3.6 expressly survives the default, cancellation, breach, or termination of the Contract and survives closing and delivery of the warranty deed.

IV. NOTICES AND DISCLOSURES

4.1 MARKET DECISIONS. The home-building business is influenced by many factors. From time to time, Seller finds it necessary to change the price range, size, or style of homes being built in a community or area, or decides to discontinue our building in a community or area. Neither Seller, nor its employees, can represent or guarantee that market, or other factors, will not influence the future development, marketing, or pricing of homes in a community or area.

4.2 SQUARE FOOTAGE. Any square footage referenced in any way on the Plans, sales brochures and other materials provided by Seller (including without limitation a plan number) is merely an estimate of the square footage, but is not an actual representation of the square footage of the residence or improvements to be built (or built) at the Property. Purchaser acknowledges certain plan options may materially increase or decrease actual square footage and that all measurements are subject to change. **ANY AND ALL MEASUREMENTS OF SQUARE FEET CONTAINED IN ANY PLANS, DRAWINGS, SALES BROCHURES AND OTHER MATERIALS OF SELLER ARE ESTIMATES ONLY. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY RELATED TO THE SIZE OF THE PROPERTY OR THE RESIDENCE CONSTRUCTED AT THE PROPERTY.** Purchaser warrants and represents that Purchaser, in executing this Contract (i) is relying upon Purchaser's own judgment as to square footage and (ii) is not relying upon any promise, statement, agreement or representation of any agent of Seller as to square footage.

4.3 BUILDING MATERIALS – EFFECTS AND VARIATIONS. Homes are built with components that come from many different sources and include both naturally occurring and synthetic materials.

- A. Building components may contain trace elements that are either naturally occurring or by-products of the manufacturing process. For example, marble, tile, granite and other stones may have some amounts of lead or radon in them; and wood products, insulation, paints, glues and other materials may off-gas fumes, including formaldehyde and other aldehydes. These elements typically dissipate over time and present no cause for concern for most people. However, if Purchaser or any intended occupant is sensitive to or concerned about these issues, Purchaser should conduct independent research before purchasing the Property or selecting options (such as marble, granite, tile, wood floors, etc.). Seller will not be responsible for sensitivities, allergic reactions, or other consequences of exposure to naturally occurring elements, synthetic compounds, or by-products resulting from the manufacturing process of building materials, appliances and other products within the residence at the Property. Purchaser accepts the responsibility of assessing their own concerns, sensitivities, allergies, etc., and making an informed purchasing decision. Seller makes no warranties, express or implied, or representations about existing or future health hazards relating to such matters.
- B. Purchaser acknowledges that materials and selections available for viewing at the sales office, the model home, the Design Center, online, or elsewhere are representative samples only and that normal product variations will occur between sample products and those installed at the Property due to manufacturing tolerances, natural occurring deviations, variations in material components, pixelation, and lighting differences in the surroundings in which they are viewed (both in person and remotely). Examples of products that may contain such variations include, without limitation, stone, brick, tile, granite, ceramic, stain, and paint. In addition, Purchasers acknowledge bricks may effloresce. Purchaser acknowledges and agrees

to accept such variations in the products. Purchaser acknowledges exterior selections may require Seller or other approvals to conform to subdivision, building program, or rotation requirements.

- C. Unavailability of materials may lead to Seller substituting similar products (all based on availability and with no guarantee of equivalence) from different manufacturers than were available to or utilized by Seller at the time of executing this Contract. Purchaser specifically acknowledges and agrees that Seller may make such materials substitutions during construction of the residence. Material unavailability may also permit Seller to use different materials (all based on availability and with no guarantee of equivalence) when performing repairs under the Perry Homes Express Limited Warranty.

4.4 ATTICS; GARAGE SIZE.

- A. Not all attics are designed for storage space. The installation of attic access is not an indication that the attic can be used for storage. During the plan review with the Seller’s Sales Professional, Purchaser(s) should note if the attic is designated for storage. Attics should not be converted into living spaces.
- B. Purchaser acknowledges that a garage space may not be of sufficient size to accommodate all makes and models of vehicles. Purchaser has undertaken or will undertake his or her own independent investigation as to whether or not the garage will accommodate Purchaser’s particular vehicle(s). Purchaser agrees that Seller has made no representations or warranties regarding whether or not Purchaser’s vehicle(s) will fit into the garage.

4.5 INSULATION. See Insulation Addendum to the Contract.

4.6 PLUMBING LINES. The water lines for the home will be, or are, located in the attic and/or walls of the home. This means that during severe cold weather situations, Purchaser should take necessary precautions to prevent freezing and/or bursting of water lines. The placement of water lines in the attic and/or walls of the home is a normal and customary construction practice.

4.7 WINDSTORM REQUIREMENTS. The Texas Department of Insurance has determined that new homes built in certain zones must comply with the Building Code for Windstorm Resistant Construction (“Windstorm Code”). If the Property is located in one of these zones, the Windstorm Code may require certain changes to the Plans, which could include altering the location and/or size of the windows of the home. Purchaser accepts the changes to the Plans made by Seller to comply with the Windstorm Code.

4.8 ENVIRONMENTAL CONDITIONS.

- A. *General.* Various environmental related conditions may exist on, within or near the Property, including, without limitation, radon gas; mercury; odors; formaldehyde or other aldehydes; mold; pollution from air, water and soil; electromagnetic fields (a combination of electric fields and magnetic fields, or “EMFs”); shifting or instable soil; and/or contamination of any kind. The Texas Department of State Health Services, the United States Environmental Protection Agency, and other local, state, and federal agencies have expressed concern that prolonged exposure to various environmental conditions may result in adverse effects on human health. Seller makes no warranties, express or implied, or representations about the existing or future health hazards or environmental conditions on, within, or near the Property, or from nearby sources. Purchaser is advised that the presence of wetlands, mold, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Purchaser’s intended use of the Property, and Purchaser releases Seller from any claims related thereto.
- B. *CFLs.* If Compact Fluorescent Light Bulbs (“CFLs”) are installed, Purchaser understands that CFLs contain mercury. Purchaser understands that if a CFL is broken, the CFL could emit dangerous mercury vapor that exceeds federal guidelines for chronic exposure. In addition, if broken, CFLs may require special cleanup efforts by certified professionals that could be costly. Purchaser also understands that CFLs may have to be disposed of via a specific recycling protocol. Humans and animals should avoid exposure to mercury and mercury vapor. Seller makes no warranties, express or implied, or representations about the existing or future health hazards relating to CFLs and Purchaser releases Seller from any claims related thereto.
- C. *EMFs.* Electronic fields exist wherever voltage is present such as in home wiring or appliances that are plugged in. Magnetic fields are created only when electricity flows through a wire. EMFs can come from such household appliances as dishwashers, hair dryers, electric blankets or computer terminals. EMFs also emanate from electric power lines. Purchaser acknowledges some concerns have been raised about health risks associated with EMFs. Seller makes no warranties, express or implied, or representations about the existing or future health hazards relating to EMFs on, within, or near the Property, or from nearby sources. Purchaser is advised that the presence of EMFs may affect Purchaser’s intended use of the Property, and Purchaser releases Seller from any claims related thereto.
- D. *Mold.* Mold commonly occurs in the environment and is an abundant and essential part of the world’s ecological system. Molds are classified as fungi and are found nearly everywhere. Purchaser acknowledges it is not uncommon for mold to develop on framing members during construction. Purchaser acknowledges the continued presence of moisture on components of the home can cause the propagation of mold, which may cause allergenic reactions and other health problems in some individuals. Upon assuming possession of the Property, Purchaser is responsible for implementing an inspection and maintenance program for the identification and elimination of moisture that could give rise to the growth of mold or other conditions detrimental to functioning of the home or the health of its occupants. Seller makes no warranties, express or implied, or representations about the existing or future health hazards or other effects of mold, within, or near the Property, or from nearby sources. Purchaser is advised that the presence of mold may affect Purchaser’s intended use of the Property, and Purchaser releases Seller from any claims related thereto. Any leak or the presence of moisture that is covered by the Perry Homes Express Limited Warranty will be corrected pursuant to that warranty.
- E. **PURCHASER RELEASES SELLER, ITS AGENTS AND EMPLOYEES, FROM, AND WAIVES AND RELINQUISHES, ANY AND ALL LIABILITY AND/OR DAMAGES (INCLUDING WITHOUT LIMITATION ANY PROPERTY DAMAGE, PERSONAL INJURY, OR OTHER LOSS, DAMAGE OR LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM THE PRESENCE OF CFLS, EMFS, MOLD (OR OTHER HARMFUL ORGANISMS), OR ENVIRONMENTAL RELATED CONDITION THAT OCCURS NATURALLY, IS CONTAINED IN A MANUFACTURED AND/OR NATURAL PRODUCT, MAY ARISE FROM PURCHASER’S FAILURE TO EFFECTIVELY MAINTAIN THE PROPERTY, OR THE FAILURE TO PROMPTLY NOTIFY SELLER OF WARRANTY CLAIMS.**

4.9 ENERGY COSTS; ENERGY RATINGS; GREEN BUILDING.

- A. **SELLER MAKES NO WARRANTY OR GUARANTEE THAT ANY SPECIFIC LEVEL OF ELECTRIC AND GAS ENERGY UTILITY COSTS OR SAVINGS WILL BE ACHIEVED IN THE PROPERTY, EVEN IF THE HOME IS CONSTRUCTED WITH NO VARIATION FROM THE PLANS.**
- B. Purchaser and Seller agree that “Green Building” is a subjective term with many possible definitions and understandings. Purchaser understands and acknowledges that Seller is not holding itself out as a “Green Building” specialist and that Seller

has not made any specific representations related to the impact of “Green Building” on the home or the Property. Seller has not made any representations to Purchaser (nor does Purchaser rely on any representations) relating to the Property regarding actual energy cost savings, the home’s “sustainability”, indoor air quality, indoor environmental quality, water savings, or any other similar “Green Building” representations. Purchaser understands that “Green Building” does not mean that “green” components last longer or are always available. Although Seller warrants its work and the home pursuant to the Perry Homes Express Limited Warranty, Seller does not offer any special or additional warranty on “green” systems or materials. Purchaser understands that “green” systems and products may in fact have a shorter lifespan than “non-green” products and that “green” products/systems may cost more than “non-green” components and may require more frequent maintenance by Purchaser. Seller does not offer any specific or extra warranty for “green” components, systems, or materials other than those warranties provided by Seller pursuant to the Perry Homes Express Limited Warranty and any applicable manufacturer warranty. Seller and Purchaser agree that delay may arise related to “green building”, including, but not limited to, scarcity of green building components or subcontractors qualified to install special components or systems, additional inspections or a delay in inspections due to an inspector’s unfamiliarity with green building systems, unanticipated issues caused by green building systems or components, and that any delay caused by such “green building” issues is an excusable delay. Seller cannot guarantee that any specific “verification” or “certification” will be issued from a third-party regarding the Property, and the Parties agree that Seller’s failure to obtain same is not to be considered a breach of this Contract between the parties so long as Seller constructs the Property in accordance with the Plans. Seller and Purchaser agree that Seller will suffer no actual or consequential damages if Seller is unable to obtain any applicable “green building” verification or certification.

- C. Purchaser is not relying on any promise, statement, representation, or agreement other than those contained in this Contract related to energy costs, energy savings, energy ratings, “Green Building” or energy-efficiency. Purchaser is not relying on any statement made by any agent of Seller related to energy costs, energy ratings, energy savings, “Green Building” or energy efficiency. Purchaser is relying on Purchaser’s own judgment with respect to energy costs, energy ratings, energy savings, “Green Building” and/or energy-efficiency.

4.10 INFORMATION DISCLOSURE AND USE. Purchaser consents and authorizes Seller to use and disclose documents and information related to the purchase. Purchaser also consents and authorizes Seller to use and disclose Purchaser’s contact information (including, but not limited to, name, address, email address and phone number) to Seller’s affiliates, third-party service providers, trusted third-party marketers, (including without limitation any mortgage, title, insurance companies with which Seller has a relationship), and any governmental or quasi-governmental entity for the purposes of: (i) providing Purchaser with customer service and support; (ii) performing appraisals for the property pending purchase or enhancements based upon an appraisal of any other property developed by Seller; (iii) Seller’s internal use; (iv) developing, promoting and offering additional services and products to Purchaser that include information, services, financing, insurance, memberships, and products related to home ownership; (v) developing and administering marketing programs with third-parties; and (vi) maintaining compliance with applicable law.

4.11 FLOODING AND FLOOD INSURANCE. Some areas may be more flood prone than others, including, but not limited to homes located in previous, current, or future floodways, flood pools, reservoirs, mapped floodplains, unmapped floodplains, 100-year floodplains or 500-year floodplains, or some combination of all. Some of these designations may be obsolete and/or out of date. Seller encourages Purchaser to research any questions Purchaser has concerning the issues of flooding, flood insurance, and the history and propensity of the area to flooding. Seller also encourages Purchaser to give serious consideration to purchasing flood insurance and to consult with Purchaser’s insurance agent and/or lender to determine whether to purchase flood insurance, even if the lender does not require it. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Purchaser acknowledges that lenders typically require owners and purchasers of property in flood zones, floodways, flood plains, or other flood-prone areas to purchase flood insurance. Flood insurance in these areas usually carries a higher insurance premium than in other areas. Seller is not an expert on flooding, flood patterns, or flood insurance and therefore makes no representations or warranties concerning these matters, including without limitation the history or propensity of the Property to flooding (including, but not limited to previous flooding due to a breach of a reservoir or a controlled release from such or a previous water penetration due to a natural flood event), the necessity or advisability of obtaining flood insurance, or the flood status of the Property relative to any governmental or other flood plain or flood zone mapping. Purchaser acknowledges governmental or other flood plain or flood zone maps are subject to change, that Seller has no influence concerning such maps, and that Seller makes no representations or warranties about the accuracy of or modification to any such maps. Purchaser hereby accepts sole responsibility for determining whether or not the Property is in any such flood area referenced herein as well as the suitability for construction of the Property and hereby waives any and all such claims against Seller. Purchaser should consult the FEMA Flood Map Service Center as part of its due diligence performance. **PURCHASER FURTHER AGREES TO, AND HEREBY DOES, RELEASE SELLER FROM ANY AND ALL CLAIMS, COMPLAINTS, CAUSES OF ACTION, LOSS, DAMAGE OR OTHER LIABILITY, ARISING OUT OF OR IN CONNECTION WITH FLOODING OF THE PROPERTY.**

4.12 TEXAS DEPARTMENT OF PUBLIC SAFETY REGISTRY. The Texas Department of Public Safety (“DPS”) maintains an internet registration database of the names and addresses of registered sex offenders. If this information is important to Purchaser’s buying decision, Purchaser should review the DPS website at <http://www.txdps.state.tx.us/>. Seller has no input into the DPS database and is not responsible for its accuracy.

4.13 DEED RESTRICTIONS; RESTRICTIVE COVENANTS; ZONING; EASEMENTS; OTHER PROPERTY.

- A. Covenants, conditions and restrictions (commonly referred to as “Deed Restrictions”) may affect the Property. Depending on the actual Deed Restrictions for the Property, prior to making any changes to the exterior of the home or the Property, Purchaser may be required to obtain the approval of the applicable owners’ association or some other party. A copy of the Deed Restrictions is available at the Sales Office for review. Purchaser may obtain a copy of the applicable Deed Restrictions from the Title Company either at, or before, closing. Representatives of Seller are not authorized to interpret the Deed Restrictions.
- B. Prior to closing, Seller reserves the right to impose whatever restrictive covenants Seller deems necessary for maintenance and servicing of sanitary and storm sewers, streets, and maintenance and operation of all common facilities and common areas, which may include a periodic charge to be paid by homeowners.
- C. Where zoning regulations exist, Seller is not responsible for, and does not have control over, the zoning of the Property or any lot, tract or parcel other than the Property that Purchaser has agreed to purchase in this Contract, regardless of proximity to the Property (“Other Property”).
- D. Seller has no control over and is not responsible for any easements on, adjacent to, or in the vicinity of the Property or Other Property. Purchaser understands that individuals, corporations and/or utilities may have specific rights granted by any easements, including but not limited to access and use of the property described by the easement. These easement rights may exist whether or not such easements are being utilized at the present time.

- E. **Seller makes no representations as to what may or may not be built upon Other Property or for what purpose Other Property may be used. Seller makes no representation, warranty or guarantee as to the use of land, property, streets, future construction, zoning, property lines or otherwise of any surrounding property, adjoining property or property near the Property, regardless of ownership or control. Purchaser is not relying on any statement, omission, representation, warranty or guarantee from Seller regarding such matters. All such claims are waived and disclaimed regardless of any claim of fraud or fraudulent inducement, and Seller is hereby relying solely on Purchaser's own investigation and due diligence.**
1. **CITY / GOVERNMENT / THIRD-PARTY OWNED LAND.** Any and all property owned by a branch of government or third-party that may or is intended to be used in a particular manner, including but not limited to public access, parks, recreation facilities, common elements, homeowner's association improvements or land, right of ways, ingress, egress or otherwise may not continue to be used in such a manner in the future, and Purchaser waives and disclaims any and all reliance on any information, documentation or otherwise that such current or future use will continue.
 2. **NOTICE OF MILITARY INSTALLATION.** The Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones may be available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county or municipality in which the military installation is located.

4.14 MANDATORY OWNERS' ASSOCIATION MEMBERSHIP. The Property may be subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Purchaser under Section 5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, the Purchaser is obligated to be a member of the owners' association. Restrictive covenants or Deed Restrictions governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of the community have been or will be recorded in the real property records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. The Purchaser is obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. The Purchaser's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

4.15 UTILITIES. "Utilities" means water, sewer, electricity, gas, telephone, internet and/or cable. If the Utilities in the area or section in which the Property is located are not yet complete, Seller cannot guarantee a completion date for the improvements unless other arrangements for Utilities are made by the developer (or Seller, at its sole discretion) in which case the Utilities may not be in place at the time of Closing. Purchaser acknowledges that Seller has not made, and does not make, any promises or representations, oral or written, concerning the availability of Utilities or the performance of utility companies or their providers. Utility lines may run in, under, over, through, or across the Property. In addition, certain utilities may have pedestals, transformer boxes, or other above-ground features on the Property that may or may not be installed as of the effective date of this Contract or at the time of closing. Purchaser acknowledges that three (3) days after the Closing Date, any Utility service will be discontinued in Seller's name.

4.16 PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER. Notice required by Section 13.257, Water Code: The Property may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If the Property is located in a certificated area there may be special costs or charges that Purchaser will be required to pay before Purchaser can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. Purchaser is advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that Purchaser will be required to pay and the period, if any, that is required to provide water or sewer service to the Property. The undersigned Purchaser acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the Property or at closing of the Property.

4.17 PUBLIC IMPROVEMENT DISTRICTS. If the Property is in a public improvement district, Section 5.014 of the Texas Property Code, requires Seller to notify Purchaser as follows: As a Purchaser of this parcel of real property, Purchaser is obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessment is subject to change. Purchaser's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

4.18 ANNEXATION/ETJ. If the Property is located outside the limits of a municipality, Seller notifies Purchaser under Section 5.011 of the Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, Purchaser should contact all applicable municipalities.

4.19 PRIVACY AND TECHNOLOGY. Seller may install, or Purchaser may elect for the installation of, materials, items, and/or fixtures in the Property that connect to the world wide web and may transmit personal, sensitive, or confidential information with or without Purchaser's consent or knowledge., i.e., the internet of things, the security of which shall not be guaranteed by Seller. As a result, Purchaser waives any claims against Seller regarding these various incorporated technologies and any and all claims of how any data captured by these technologies is obtained, published, distributed, sold used, or misused. Devices that connect to the internet or other devices or smartphones (including without limitation garage doors, pedestrian door, HVAC controls, doorbell, lights, smart speakers, alarm, or other items) may communicate or transmit personal, sensitive, or confidential information. Purchaser agrees to look solely to the manufacturer, wholesaler, or installing vendor (and not the Seller) as to any claims relating to the operation, malfunction, or communication of such devices, and Purchaser hereby releases Seller from any and all claims or damages arising from such devices and/or technology.

4.20 WATER LEVEL FLUCTUATIONS. If the Property adjoins an impoundment of water, including a reservoir or lake, constructed, and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, the water level of the impoundment may fluctuate for various reasons, including, as a result of: (i) an entity lawfully exercising its right to use the water stored in the impoundment; or (ii) drought or flood conditions.

4.21 DOCUMENT RELIANCE. Purchaser is advised that Seller may receive information and/or documents from and/or have contracted with one or more independent professional architects, engineers, surveyors, designers, or other professional third parties

retained by either Seller, the Developer, or other entity and/or individual with a stake and/or interest in the community where the Property is located (Seller’s Professionals) to perform services and/or prepare certain documents or reports for the construction of the Property and/or the surrounding community. In constructing the Property and/or the surrounding community, Seller relied on documents provided by Seller’s Professionals as being complete, adequate, and correct as to certain issues including, but not limited to, the soils on the Property, the adequacy of the building pad, the foundation design, and the framing plan.

4.22 AMENITIES. The Property may be part of a larger, master planned community which may contain various amenities used by Purchaser and other residents, including, but not limited to, pool facilities, seating areas, event spaces, restrooms/changing rooms, gyms, sport courts, restaurants/snack bars, ponds/lakes, and fishing (collectively, referred to as “Amenities”). Seller makes no representations or warranties to Purchaser regarding the Amenities, including, but not limited to, fees, dues, assessments, maintenance, wear and tear, and/or availability for use at any given time except as may be otherwise provided in a written notice to purchaser signed by Purchaser and Seller. Some Amenities may be open to the public based on any homeowner’s association rules and developer guidelines. This provision shall survive closing.

V. GENERAL

5.1 APPOINTMENT OF AGENT. *This Paragraph does not apply if only one person is named as the Purchaser.* From time to time, one of the Purchasers named in the Contract, may be unable (i) to request changes to the home; (ii) to sign Enhancement Change Orders; (iii) to make selections; (iv) to sign selection sheets; and/or (v) to attend the New Home Demonstration conducted by a representative of the Seller. The following is intended to facilitate the purchasing process.

Each Purchaser named in the Contract appoints the other named Purchaser as each other’s agent (“Agent”) to act for the other in any lawful way for one or more of the following purposes (“Purposes”): (a) requesting changes to the improvements; (b) signing Enhancement Change Orders; (c) making selections; (d) signing selection sheets; and/or (e) attending the New Home Demonstration conducted by a representative of the Seller.

The Agent shall have full power, authority and discretion to perform one or more of the Purposes with the same force and effect, and to the same extent, as though the named Purchaser was personally performing one of the Purposes. Each Purchaser releases Seller from any responsibility, obligation or liability which may arise from a Purchaser not having personally performed one of the Purposes and/or Seller’s reliance upon one of the Purchaser’s performance of one or more of the Purposes on behalf of another Purchaser. In addition, each Purchaser accepts, as conclusive evidence, the Agent’s performance of any one or more of the Purposes.

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5.2 ATTORNEYS’ FEES. Any Party to the Contract (or heirs, executors, administrators, partners, successors, assigns, legal representatives, or affiliates of a Party) who is the prevailing party in any proceeding arising out of or related to this Contract or in any related transaction(s) shall be entitled to recover reasonable attorneys’ fees, expenses (including expert witness fees), mediation costs, arbitration costs and court costs from the non-prevailing party. A Party will be the prevailing party for purposes of this provision only if the Party recovers all relief sought. A Party who is a defendant will be a prevailing party for purposes of this Paragraph if the claimant does not recover all relief sought. For purposes of this provision: (i) a “claimant” means a person seeking recovery of damages or equitable relief, whether as a plaintiff, counterclaimant, cross-claimant, or third-party claimant; and (ii) a “defendant” means any person from whom, at the time of submission of the case to the fact-finder, a claimant seeks the recovery of damages or equitable relief.

5.3 CHANGES TO CONTRACT. Purchaser will not be permitted to initiate changes to the Contract, or any supporting documents of any nature, within thirty (30) calendar days prior to the scheduled Closing Date.

5.4 ENTIRE AGREEMENT; ELECTRONIC COPIES; POSSESSION; BINDING EFFECT; ASSIGNMENT. This Contract (including any amendments, notices, and addenda) represents the entire agreement between the Parties hereto and except for those representations and agreements expressly set forth herein there are no other representations or agreements written or oral. **ANY ADDENDA, ANY NOTICES AND ALL ENHANCEMENT CHANGE ORDERS SIGNED, EITHER ON THE DATE SET FORTH ON PAGE 1 OF THIS CONTRACT OR LATER, IN CONNECTION WITH THIS CONTRACT, ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE AND MADE A PART HEREOF FOR ALL PURPOSES.** This Contract cannot be modified or amended except by an instrument in writing executed by Purchaser and Seller. Purchaser and Seller agree that a signed copy of this Contract, an Amendment, an Enhancement Change Order, a Selection Sheet, or other document exchanged between the Parties prior to Closing that is transmitted as an attachment to an email in a static format (such as .pdf Adobe format), via facsimile, or via mutually accepted electronic document service will have the same force and effect as an original signature. The terms and conditions stated in this Contract shall survive the closing. Purchaser understands and agrees that neither Purchaser nor Purchaser’s representatives are permitted to perform construction work or install any components on the Property prior to closing. Possession of the Property shall be delivered to Purchaser upon funding. Seller and Purchaser each bind themselves and their respective heirs, executors, administrators, partners, successors, assigns, and legal representatives in all matters related to this Contract. This Contract may not be assigned by Purchaser except upon the prior written consent of Seller, which may be withheld for any reason in Seller’s sole discretion.

5.5 NO RELIANCE. Purchaser expressly warrants and represents that no promise, statement, representation or agreement which is not herein expressed has been made to Purchaser in connection with Purchaser’s execution of this Contract. Purchaser further warrants and represents that Purchaser, in executing this Contract (i) is relying upon Purchaser’s own judgment and (ii) is not relying upon any promise, statement, representation or agreement of any agent of Seller. Neither Seller, nor its employees, nor its agents have made any representations or warranties to Purchaser that expressly or implicitly contradict the information contained in this Contract. Purchaser understands that Seller is relying upon Purchaser’s representations in this Paragraph by entering into this Contract with Purchaser.

5.6 DEFAULT; TERMINATION.
A. PURCHASER MAY TERMINATE THIS CONTRACT AND RECEIVE A REFUND OF THE EARNEST MONEY (MINUS A TERMINATION FEE TO SELLER OF 50% OF THE EARNEST MONEY) ONLY IF PURCHASER FAILS TO QUALIFY FOR FINANCING AND NOTIFIES SELLER OF SAME IN WRITING WITHIN FOURTEEN (14) DAYS AFTER THE DATE OF THIS CONTRACT (SELLER RESERVES THE RIGHT TO

CONTACT LENDER TO VERIFY PURCHASER'S FAILURE TO QUALIFY); HOWEVER, THIS PARAGRAPH 5.6.A DOES NOT APPLY IF PURCHASER IS IN DEFAULT UNDER ANY PROVISION OF THIS CONTRACT. THE PARTIES AGREE AND STIPULATE THAT THE TERMINATION FEE ABOVE IS AN APPROPRIATE REMEDY AND REASONABLE AND FORESEEABLE ESTIMATE OF DAMAGES THAT SELLER MAY INCUR INCIDENT TO PURCHASER'S FAILURE TO QUALIFY FOR FINANCING, SUCH DAMAGES BEING DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. PURCHASER WAIVES, DISCLAIMS AND RELINQUISHES ANY RIGHT TO CHALLENGE THE PROPRIETY OF SUCH LIQUIDATED DAMAGES. THE PARTIES AGREE THIS LIQUIDATED DAMAGES PROVISION IS NOT A PENALTY.

- B. NOTWITHSTANDING THE FOREGOING, IF (I) PURCHASER FAILS TO TIMELY PERFORM ANY OBLIGATION OF PURCHASER UNDER THIS CONTRACT, (II) PURCHASER FAILS TO CLOSE AND FUND WITHIN THE TIME SPECIFIED HEREIN, (III) PURCHASER UNREASONABLY REFUSES TO COOPERATE WITH THE LENDER(S), PROVIDES ANY INSTRUCTIONS TO THE LENDER(S) THAT WOULD MAKE LOAN APPROVAL DIFFICULT OR IMPOSSIBLE, OR CANCELS THE LOAN APPLICATION PROCESS, (IV) SELLER IS UNABLE TO CONTACT PURCHASER FOR A PERIOD OF TEN (10) DAYS OR MORE, AND/OR (V) SELLER DETERMINES, IN ITS SOLE DISCRETION, THAT PURCHASER CANNOT OBTAIN A PERMANENT MORTGAGE, OR FINANCING OR OTHERWISE CLOSE AS REQUIRED BY THIS CONTRACT ((I)-(V) ABOVE BEING CONSIDERED PURCHASER EVENTS OF DEFAULT), SELLER SHALL HAVE THE RIGHT, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, TO TERMINATE THIS CONTRACT AND TO RETAIN THE EARNEST MONEY, CHANGE ORDER DEPOSITS, AND ANY OTHER SUMS PAID TO SELLER AS LIQUIDATED DAMAGES (BECAUSE SUCH DAMAGES TO SELLER ARE UNCERTAIN AND NOT EASILY ESTIMATED) AND NOT AS A PENALTY. PURCHASER WAIVES, DISCLAIMS AND RELINQUISHES ANY RIGHT TO CLAIM DAMAGES THAT ARE DIFFERENT FROM THIS REFUND AMOUNT OR TO CHALLENGE THE PROPRIETY OF SUCH LIQUIDATED DAMAGES. THE PARTIES AGREE THIS LIQUIDATED DAMAGES PROVISION IS NOT A PENALTY. IN THAT EVENT (AUTOMATICALLY AND WITHOUT SIGNING ANY OTHER DOCUMENT) SELLER AND PURCHASER SHALL BE RELEASED AND DISCHARGED FROM ANY LIABILITY OR OBLIGATION HEREUNDER, AND THIS CONTRACT SHALL BE TERMINATED. PRIOR TO EXERCISING (AND WITHOUT WAIVING) THIS TERMINATION RIGHT IN THE EVENT OF PURCHASER'S DEFAULT, SELLER MAY ELECT, IN ITS SOLE DISCRETION, TO (A) INCREASE THE PURCHASE PRICE, (B) REQUIRE PURCHASER TO PROVIDE ADDITIONAL NON-REFUNDABLE EARNEST MONEY (I.E., INCREASE THE EARNEST MONEY REQUIREMENT HEREUNDER) AND EXTEND THE CLOSING DATE, AND/OR (C) REQUIRE FROM PURCHASER NON-REFUNDABLE INDEPENDENT CONSIDERATION (NOT CREDITED AGAINST THE PURCHASE PRICE) AND EXTEND THE CLOSING DATE.**
- C. IF SELLER FAILS OR REFUSES TO COMPLY WITH ANY OF THE REQUIREMENTS HEREIN WITHIN THE TIME SPECIFIED OR ANY EXTENSIONS HEREOF, PURCHASER MAY TERMINATE THIS CONTRACT AND ALL EARNEST MONEY, CHANGE ORDER DEPOSITS, AND ANY OTHER SUMS PAID TO SELLER SHALL BE RETURNED TO PURCHASER, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER HEREUNDER. THE PARTIES AGREE AND STIPULATE THAT THIS REFUND OF ALL MONEY IS AN APPROPRIATE REMEDY AND REASONABLE AND FORESEEABLE ESTIMATE OF ALL DAMAGES THAT PURCHASER MAY INCUR INCIDENT TO SUCH TERMINATION, SUCH DAMAGES BEING DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN GIVEN THE SPECULATIVE NATURE OF ANY DAMAGES THAT PURCHASER MAY INCUR ARISING FROM SELLER'S BREACH, AND PURCHASER WAIVES, DISCLAIMS AND RELINQUISHES ANY RIGHT TO CLAIM DAMAGES THAT ARE DIFFERENT FROM THIS REFUND AMOUNT OR TO CHALLENGE THE PROPRIETY OF SUCH LIQUIDATED DAMAGES. THE PARTIES AGREE THIS LIQUIDATED DAMAGES PROVISION IS NOT A PENALTY. UPON SUCH RETURN TO PURCHASER, NEITHER SELLER NOR PURCHASER SHALL HAVE ANY FURTHER OBLIGATIONS, CLAIMS OR CAUSES OF ACTION TO OR AGAINST THE OTHER. NOTWITHSTANDING ANYTHING STATED TO THE CONTRARY HEREIN, CHANGES IN THE PRICE RANGE(S) OF HOMES BEING BUILT IN A COMMUNITY (INCLUDING BUT NOT LIMITED TO SELLER'S ADJUSTMENT OF PURCHASE PRICE(S) UP OR DOWN, IN SELLER'S SOLE AND ABSOLUTE DISCRETION) SHALL NOT ENTITLE PURCHASER TO TERMINATE THIS CONTRACT AND RECEIVE A REFUND OF ANY EARNEST MONEY, CHANGE ORDER DEPOSITS, AND/OR ANY OTHER SUMS PAID BY PURCHASER TO SELLER.**
- D. IF SELLER IN ITS SOLE DISCRETION DETERMINES THAT ANY DISPUTE, FORCE MAJEURE (AS DEFINED HEREIN IN PARAGRAPH 5.11 BELOW), MISUNDERSTANDING, OR FAILURE OF COMMUNICATION EXISTS BETWEEN PURCHASER AND SELLER ON OR BEFORE CLOSING (AN "IMPASSE"), AND SUCH IMPASSE HAS NOT BEEN RESOLVED COMPLETELY TO SELLER'S SATISFACTION ON OR BEFORE THE CLOSING DATE, SELLER SHALL HAVE THE RIGHT, UPON NOTICE TO PURCHASER, TO TERMINATE THIS CONTRACT AND REFUND TO PURCHASER ALL EARNEST MONEY, CHANGE ORDER DEPOSITS, AND ANY OTHER SUMS PAID TO SELLER, WHICH THE PARTIES AGREE AND STIPULATE IS AN APPROPRIATE REMEDY AND REASONABLE AND FORESEEABLE ESTIMATE OF ALL DAMAGES THAT PURCHASER MAY INCUR INCIDENT TO SUCH TERMINATION, SUCH DAMAGES BEING DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN, AND WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY TO PURCHASER. PURCHASER WAIVES, DISCLAIMS AND RELINQUISHES ANY RIGHT TO CLAIM DAMAGES THAT ARE DIFFERENT FROM THIS REFUND AMOUNT OR TO CHALLENGE THE PROPRIETY OF SUCH LIQUIDATED DAMAGES. THE PARTIES AGREE THIS LIQUIDATED DAMAGES AMOUNT TO PURCHASER IS NOT A PENALTY. UPON SUCH RETURN TO PURCHASER, NEITHER SELLER NOR PURCHASER SHALL HAVE ANY FURTHER OBLIGATIONS, CLAIMS OR CAUSES OF ACTION TO OR AGAINST THE OTHER.**

This Paragraph 5.6 expressly survives termination, breach, default, cancellation of this Contract by either Party.

5.7 PERRY HOMES EXPRESS LIMITED WARRANTY; MANUFACTURER'S WARRANTIES; THIRD-PARTY WARRANTY. Seller will provide customer service to Purchaser on the Property in accordance with the Perry Homes Express Limited Warranty. The Perry Homes Express Limited Warranty defines the limited warranties and building and performance standards binding on the Parties relative to the Property. The Perry Homes Express Limited Warranty governing the obligations of the Parties relative to the Property is the version of the document available on www.perryhomes.com as of the effective date of this Contract. In addition to the Perry Homes Express Limited Warranty, Seller will pay for a warranty (from a third-party warranty company or insurer of Seller's choice) that will apply to the Property (the "Third-Party Warranty"). The terms and conditions of the Third-Party Warranty and any service thereunder will be contained in the third-party warranty company's or insurer's program

documentation. Seller and Purchaser agree to the following regarding the Perry Homes Express Limited Warranty, the Third-Party Warranty, and any warranties relating to manufactured or consumer products:

- A. A request for warranty performance directed to Seller shall not be construed as a notice of construction defect under Chapter 27 of the Texas Property Code (see Paragraph 5.16 for more information on this provision of the Property Code) and that any notice under Chapter 27 shall be sent separately in the manner required by Chapter 27.
- B. Repair services and materials provided at the Property pursuant to the Perry Homes Express Limited Warranty (or any services or materials provided by Seller pursuant to the Third-Party Warranty) shall carry a 60-day express warranty (“Additional Warranty–Repairs”). The Additional Warranty–Repairs shall expire at the end of sixty (60) days from the completion of the Repairs as determined by Seller, and except for any applicable time periods for warranty coverage, the terms and conditions governing this Additional Warranty–Repairs shall be the same as the terms and conditions of the Perry Homes Express Limited Warranty. Purchaser acknowledges that the scope of the Additional Warranty–Repairs is limited to workmanship and materials so provided. **PURCHASER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ADDITIONAL WARRANTY-REPAIRS IS A SUBSTITUTE FOR ANY IMPLIED WARRANTIES, AND PURCHASER AGREES TO RELY ON THE ADDITIONAL WARRANTY-REPAIRS TO THE EXCLUSION OF ALL OTHER WARRANTIES WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY OR BY SELLER PURSUANT TO THE THIRD-PARTY WARRANTY. EXCEPT FOR THE ADDITIONAL WARRANTY-REPAIRS, PURCHASER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER DISCLAIMS AND PURCHASER WAIVES ANY OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY OR BY SELLER PURSUANT TO THE THIRD-PARTY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, HABITABILITY, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS OR OTHER SERVICES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, OR PRESENT OR FUTURE VALUE.**
- C. Purchaser acknowledges that Seller may incorporate manufactured or consumer products into the improvements at the Property. Such products include any component of the home that was manufactured away from the site of the home and that was installed in the home without significant modifications to the product as manufactured. Such products commonly installed in residential construction include but are not limited to dishwashers, cook tops, ovens, refrigerators, microwave ovens, trash compactor, kitchen vent fans, central air conditioning coils and compressors and HVAC control units, furnace heat exchangers, water heaters, carpet, windows, doors, door bells, plumbing fixtures, light fixtures, fireplace inserts, pipes, electrical wires, or other appliances, equipment or "consumer products," as defined by the Federal Trade Commission. Upon closing and funding, and provided such transfer is allowable by the manufacturer, Seller transfers and assigns all right, title, and interest in any remaining and/or unexpired manufacturer's warranty on such products to Purchaser, without recourse. In accordance with the Magnuson-Moss Warranty Act, Purchaser acknowledges that Purchaser has had an opportunity to review the warranties for all consumer products to be included with the Property and agrees that, **TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER DISCLAIMS, AND PURCHASER WAIVES, ANY WARRANTY FROM SELLER ON MANUFACTURED OR CONSUMER PRODUCTS.**
- D. **IN CONSIDERATION OF SELLER’S PAYMENT FOR THE THIRD-PARTY WARRANTY, PURCHASER AGREES THAT ANY SERVICES, REPAIRS, OR REMEDIES ACTUALLY PROVIDED PURSUANT TO THE THIRD-PARTY WARRANTY (WHETHER BY, THROUGH OR UNDER SELLER OR OTHERWISE) WILL BE TREATED AS AN ELECTION OF REMEDIES BY PURCHASER THAT FORECLOSES, RELEASES AND WAIVES ALL CLAIMS BY PURCHASER UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY RELATING IN ANY WAY TO SUCH SERVICES, REPAIRS, OR REMEDIES. THE PARTIES AGREE THAT THE INTENT OF SELLER’S PAYING FOR THE THIRD-PARTY WARRANTY IS TO AFFORD BOTH PARTIES THE BENEFIT OF THE THIRD-PARTY WARRANTY COVERAGE, NOT TO PROVIDE A POTENTIAL DOUBLE OR CUMULATIVE RECOVERY FOR PURCHASER.**
- E. **Right of Entry and Repair.** Purchaser hereby grants to Seller, the right to enter and inspect the Property during normal business hours upon verbal and/or written request from Seller, or at other times as needed if an immediate threat to the health and safety of Purchaser is involved. Purchaser also grants Seller the irrevocable right to implement repairs to the Property pursuant to the Perry Homes Express Limited Warranty and any notice from Purchaser to Seller of claimed defects, deficiencies, or items in need of repair, or to implement any offered repair of the Property by Seller. This provision is specifically enforceable by Seller and shall not be construed as a requirement that Seller repair any claim asserted by Purchaser.

This Paragraph 5.7 expressly survives the default, cancellation, breach, or termination of the Contract and survives closing and delivery of the deed.

5.8 DISCLAIMER OF IMPLIED WARRANTIES. REGARDING THE PROPERTY AND THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- A. **SELLER AGREES TO COMPLY WITH, AND THE PURCHASER AGREES TO ACCEPT, THE PERRY HOMES EXPRESS LIMITED WARRANTY AS SELLER’S EXPRESS CONTRACTUAL WARRANTY. PURCHASER AGREES THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, THE PERRY HOMES EXPRESS LIMITED WARRANTY AND THE THIRD-PARTY WARRANTY EACH REPRESENTS A SUBSTITUTE FOR ANY IMPLIED WARRANTIES AND THAT SELLER DISCLAIMS, AND PURCHASER WAIVES, ALL SUCH IMPLIED WARRANTIES. AS TO SELLER, PURCHASER AGREES TO RELY ON THE PERRY HOMES EXPRESS LIMITED WARRANTY TO THE EXCLUSION OF ALL OTHER WARRANTIES (EXCEPT IN SITUATIONS ADDRESSED AS AN ELECTION OF REMEDIES UNDER THE THIRD-PARTY WARRANTY).**
- B. **PURCHASER AGREES TO ACCEPT MANUFACTURERS' AND/OR SUPPLIERS' WARRANTIES EXCLUSIVELY, AS TO SUCH CONSUMER OR MANUFACTURERS’ PRODUCTS, AND SHALL LOOK SOLELY TO SUCH MANUFACTURER AND/OR SUPPLIER FOR WARRANTY CLAIMS FOR SUCH PRODUCTS.**
- C. **EXCEPT FOR THE PERRY HOMES EXPRESS LIMITED WARRANTY, THE THIRD-PARTY WARRANTY, AND ANY MANUFACTURERS’ AND/OR SUPPLIERS’ WRITTEN WARRANTIES, PURCHASER ACKNOWLEDGES THAT, TO THE EXTENT ALLOWED BY LAW, SELLER DISCLAIMS, AND PURCHASER WAIVES, ANY OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THIS SALE, THE PROPERTY AND IMPROVEMENTS, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS OR OTHER SERVICES OR MODIFICATION OF**

EXISTING TANGIBLE GOODS OR PROPERTY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, OR PRESENT OR FUTURE VALUE. THE PARTIES AGREE THAT THE PERRY HOMES EXPRESS LIMITED WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE PROPERTY, THE HOME, AND IMPROVEMENTS AND THE SERVICES TO BE PERFORMED. THE PARTIES FURTHER AGREE THAT THE THIRD-PARTY WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE PROPERTY, THE HOME, AND IMPROVEMENTS AND THE SERVICES TO BE PERFORMED. PURCHASER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE TERMS OF THE PERRY HOMES EXPRESS LIMITED WARRANTY ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED TO ESTABLISH THE ONLY STANDARDS OF CONSTRUCTION PERFORMANCE OR SERVICE THAT SELLER IS OBLIGATED TO MEET. PURCHASER ALSO ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE TERMS OF THE THIRD-PARTY WARRANTY ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED. THE PARTIES AGREE THAT THE PERRY HOMES EXPRESS LIMITED WARRANTY AND THIS CONTRACT WILL CONTROL ANY WARRANTY, WORKMANSHIP, MATERIAL, OR ANY OTHER DEFECT CLAIMS REGARDING THE PROPERTY OR IMPROVEMENTS.

- D. SELLER DISCLAIMS, AND PURCHASER WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING EXISTING OR FUTURE HEALTH HAZARDS OR ECOLOGICAL OR ENVIRONMENTAL CONDITIONS AT, ON, OR UNDER THE PROPERTY, THE IMPROVEMENTS, OR ADJACENT SOURCES, INCLUDING, BUT NOT LIMITED TO, ELECTRIC AND MAGNETIC (ELECTROMAGNETIC) FIELDS, MERCURY AND MERCURY VAPOR, SHIFTING OR INSTABILITY OF SOIL, POSSIBLE PRESENT OR FUTURE POLLUTION OR CONTAMINATION OF THE AIR, WATER OR SOIL, UNDERGROUND MIGRATION OR SEEPAGE (INCLUDING RADON GAS) AND/OR THE PRESENCE OF WETLANDS, ENDANGERED SPECIES, OR OTHER LEGALLY PROTECTED LAND OR WILDLIFE, AND ALL OTHER KNOWN OR UNKNOWN ENVIRONMENTAL RELATED CONDITIONS. SELLER DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGES - WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL - THAT THE PROPERTY, THE RESIDENCE OR ITS INHABITANTS MAY SUFFER BECAUSE OF ANY PRESENT OR FUTURE ENVIRONMENTAL CONDITIONS OF ANY KIND OR CHARACTER.

PURCHASER UNDERSTANDS THAT SELLER IS RELYING UPON THE WAIVERS AND DISCLAIMERS OF WARRANTIES AND PURCHASER'S REPRESENTATIONS AND AGREEMENTS IN THIS PARAGRAPH BY ENTERING INTO THIS CONTRACT WITH PURCHASER.

This Paragraph 5.8 expressly survives the default, cancellation, breach, or termination of the Contract and survives closing and delivery of the deed.

5.9 SUPPORTING INFORMATION. For any condition that Purchaser claims is either a construction defect or a violation of the Perry Homes Express Limited Warranty, or both (a "Defect"), Purchaser agrees to provide to Seller, without request, any evidence and documents in Purchaser's possession depicting the nature, cause, and effect of the Defect and the nature and extent of repairs necessary to remedy the Defect, including expert reports, photographs, and videotapes (collectively, "Supporting Information") within ten days of providing notice to Seller of the Defect. Purchaser agrees that failure to provide Supporting Information to Seller under this Paragraph is an express waiver of Purchaser's right to refer to or rely on the Supporting Information in responding to any offers of repair that Seller makes and is also an express waiver of Purchaser's ability to introduce the Supporting Information into evidence at any subsequent proceeding or to have any experts (consulting or testifying) review, rely on, testify concerning, or otherwise consider such Supporting Information. Purchaser waives any and all claims, demands, and causes of action to the extent any repairs are performed by Purchaser prior to providing the notice in Paragraph 5.16.

5.10 WAIVER OF SUBROGATION. The Parties agree that after closing, Purchaser shall secure and maintain insurance covering risk of loss and damage to the Property. The Parties further agree, to the fullest extent allowed by law, that with respect to any loss or damage that may occur to the Property, the improvements, personal property, persons, third parties, or any other loss by reason of fire, the elements, or any other cause that could be or is insured against under the terms of standard homeowners, fire, flood, and/or extended coverage insurance policies, or any other insurance, regardless of the cause or origin, **INCLUDING NEGLIGENCE OF THE PARTIES**, their agents, officers, or employees, the party hereto carrying such insurance and suffering said loss, releases the other from any and all claims with respect to such loss. The Parties further agree, to the fullest extent allowed by law, that their respective insurance companies shall have no right of subrogation against the other Party or other Party's insurance carrier on account of any such loss as all rights of subrogation are waived and disclaimed, and Purchaser further agrees that Seller's warranty obligations exclude any costs or damages paid by Purchaser's insurance company or any other third-party. Each Party agrees that it will request its insurance carrier(s) to include in its policies such a clause or endorsement waiving subrogation rights, but the failure to request or include such does not affect the applicability or effectiveness of this Paragraph. Nothing contained in this Paragraph shall be deemed to modify or otherwise affect releases of either Party from liability for claims elsewhere herein contained. Purchaser and Seller waive any and all claims, demands and causes of action against each other to the extent that damages or costs of repair therefore are covered and actually paid under any insurance policy or warranty program, or paid by any other third-party that could claim subrogation rights against Purchaser or Seller. Purchaser waives any and all claims, demands, and causes of action to the extent any repairs are performed by its assignee(s) prior to providing the notice in Paragraph 5.16.

5.11 RISK OF LOSS; FORCE MAJEURE.

- A. If, after this Contract is executed and before closing and funding, the improvements are destroyed or damaged by fire, windstorm, flood, or other casualty, Seller shall be entitled to all insurance proceeds. In such event, Seller may elect in its sole discretion to rebuild the improvements. If Seller so elects to rebuild, and both Seller and Purchaser agree to proceed under this Contract, the Closing Date shall be extended accordingly. Otherwise, either Seller or Purchaser may elect to cancel this sale, in which case Purchaser shall receive a full refund of the Earnest Money and any Change Order Deposit(s), as Purchaser's sole remedy, notwithstanding anything herein to the contrary. Title to the Property shall not pass to Purchaser prior to closing. Paragraphs 5.11.A and 5.11.B expressly survive the termination of the Contract.
- B. In the event of delays or substantial cost increases in building materials occasioned by strikes, unavailability of materials, changes in laws or ordinances, labor shortages/disputes/stoppages, criminal acts, delays in receiving materials, issuing permits, or conducting inspections, acts of God or public enemy, fire, natural disaster, accidents, boycotts, stormy or inclement weather (including, but not limited to, hurricanes, tornadoes, floods), earthquakes, civil unrest, acts of public authorities, war, disease, viruses, epidemic or pandemic, quarantine recommendations, or other casualties or causes beyond Seller's control and/or required by state, federal, or municipal government, or de facto governmental action or recommendation ("Force Majeure"), or for delays arising from the acts or omissions of Purchaser, Purchaser's

representatives, or anyone in affiliation with the Purchaser, the Closing Date may be reasonably extended in Seller's sole discretion to allow for such delay and Seller shall not incur any liability to Purchaser for additional costs as a result of such delays including, but not limited to, increased interest rates, living expenses, moving costs, alternate living costs, loss of time at work, or other consequential costs, expenses, or damages.

5.12 PROPRIETARY DOCUMENTATION. All documentation, including but not limited to marketing materials, sketches, floor plans, and photographs, that may have been provided to Purchaser concerning this Contract are proprietary to Seller and shall not be reproduced or disseminated in any way, shape, or form by Purchaser. Purchaser acknowledges and agrees that Purchaser shall have no right to copies of any architectural plans, inspections, reports or other materials, whether copyrighted or not, of Seller. Purchaser agrees that Seller may utilize pictures, videos or other documentation of the Property and improvements, including on social media. Purchaser shall have no right to control the use of such documentation, nor shall Purchaser be entitled to any compensation for the use of such documentation. This Paragraph expressly survives the termination of the Contract.

5.13 LIMITATIONS; NO SPECIFIC PERFORMANCE FOR PURCHASER; SELLER'S OPTION TO INVOKE REMEDY.

- A. **Any action or claim, regardless of form, which arises from or relates to this Contract, the Property or the improvements, or the dealings between Purchaser and Seller, is barred unless it is brought by Purchaser or Seller not later than two (2) years from the date the cause of action accrues. The Parties agree that it shall be presumed that any such action accrued on the Closing Date unless proven otherwise. The Parties expressly waive any limitations periods longer than two (2) years. The Parties agree and understand that, to the extent allowed by law, any damages that Purchaser may recover from Seller are strictly limited to the damages allowed under the Texas Residential Construction Liability Act, and that in no event shall damages exceed the Purchase Price (unless specifically authorized by Seller under Paragraphs 5.13.E or 5.13.F. Under no circumstances shall either Party be liable for any special, indirect, consequential damages or mental anguish, unless specifically authorized elsewhere in this Contract, and in no event shall Seller be liable to Purchaser on account of any damages arising from Force Majeure.**
- B. **Under no circumstances shall Seller be liable to Purchaser for any economic or non-economic damages as the result of Purchaser's refusal to provide Seller access to the Property to commence and/or complete repairs pursuant to either the Perry Homes Express Limited Warranty or otherwise offered by Seller to Purchaser, including when Seller offers to perform repairs, but Purchaser disagrees with the scope of the repairs offered by Seller.**
- C. **PURCHASER SHALL NOT BE ENTITLED TO, AND WAIVES, DISCLAIMS AND RELINQUISHES, ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, CLAIMS OF MENTAL ANGUISH, OR INCREASED COSTS DUE TO FLUCTUATION IN MARKET CONDITIONS, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- D. **PURCHASER SHALL NOT BE ENTITLED TO, AND WAIVES, DISCLAIMS AND RELINQUISHES, THE REMEDY OF SPECIFIC PERFORMANCE.** This Contract does not convey real property rights in the Property to Purchaser. In no event shall Purchaser be entitled to file a *lis pendens* or otherwise cloud the title to the Property. Notwithstanding any default by Seller, Seller shall be entitled to seek an injunction (or other appropriate remedy) plus reasonable attorney's fees, to which Purchaser specifically concedes and stipulates, to remove any such cloud on title. Likewise, Seller shall not be entitled to, and waives, the remedy of specific performance (except as provided in Paragraph 5.13.E).
- E. **Seller's Rescission Option.** At any time after the initiation of a Dispute (as defined in Paragraph 5.15) after closing, Seller may elect, in its sole discretion, rescission as the sole remedy for resolution of the Dispute, by delivering written notice to Purchaser, or Purchaser's agent or attorney, stating Seller's intent to exercise this option (the "Option Notice"). If rescission is awarded or elected by Seller, closing shall be scheduled at the Title Company or law office selected by Seller within sixty (60) days either after an award or judgment is final or after tender of the Option Notice, unless such time is extended due to the Title Company's request for additional time to close, the existence of title objections by Seller, or by agreement of the Parties. At closing, Seller shall tender a refund of the Purchase Price, plus reimbursement for any expenses incurred by Purchaser for other improvements to the Property (the "Rescission Price"), and Purchaser shall execute and deliver a general warranty deed and any other documents necessary to convey the Property and improvements free and clear of any liens, mortgages, or other encumbrances to Seller. Taxes, insurance and other assessments against the Property shall be prorated as of the closing; Seller shall pay all other closing costs, plus reasonable local moving expenses incurred by Purchaser. The Rescission Price shall be applied first to payment of any outstanding liens, mortgages or other encumbrances against the Property, and the balance, if any, paid to Purchaser. Notwithstanding any provision in this Contract to the contrary, Seller shall have the right to sue for specific performance of the rescission option exercised under an Option Notice. Rescission under this provision shall extinguish any and all other claims that either Party may have against each other. Rescission shall not be a remedy for Purchaser to pursue or elect under any circumstance or in any forum.
- F. **Seller's Repurchase Option.** Notwithstanding, and without waiving, the provisions of Paragraph 5.13.E, in any Dispute subject to Chapter 27 of the Texas Property Code, the Parties agree Seller shall have the right, in its sole discretion, to elect, as an alternative to the damages specified in Section 27.004(g) of the Texas Property Code, to purchase the Property pursuant to the Conditional Sale to Builder provisions set forth in Section 27.0042 of the Texas Property Code if the reasonable costs of repairs necessary to repair construction defect(s) that are the responsibility of the Seller exceed five percent (5%) of the current fair market value of the residence as determined without reference to the construction defect(s). If Seller so elects to purchase the Property, Seller shall pay the original Purchase Price of the Property and closing costs incurred by Purchaser and the cost of transferring title to Seller under such election of remedy. Additionally, the Purchaser may recover reasonable and necessary attorney's fees and expert fees as identified in Section 27.004(g) of the Texas Property Code, reimbursement for permanent improvements made to the residence after Purchaser closed on the purchase of the Property from Seller, and Purchaser's reasonable costs to move from the residence. Conditioned on payment of the Purchase Price, the Purchaser shall tender a special warranty deed to Seller, free and clear of all liens and claims to liens as of the date of title is transferred to Seller and without damage caused by the Purchaser.
- G. Failure by Seller to meet an applicable code, standard or provision of the Perry Homes Express Limited Warranty by itself for any element of the Property does not give rise to strict liability and it is not negligence per se, breach of contract or breach of warranty and does not create a cause of action or warranty claim against Seller. A claim or allegation that there is a failure to meet applicable code, standard or provision of the Perry Homes Express Limited Warranty must be accompanied by (i) actual physical damage resulting from that failure or violation to the Property, or (ii) an immediate threat to the health and safety of Purchaser or occupants of the Property. Seller shall not be required to utilize any repair method that would result in economic waste or be required to repair items or areas that are not damaged, and Purchaser may not recover, and hereby waives, releases and disclaims, damages against Seller based on repairs that would constitute economic waste or involve repairs to areas that do not present either condition (i) or (ii) above.

This Paragraph 5.13 expressly survives the default, cancellation, breach, or termination of the Contract and survives closing and delivery of the deed.

5.14 MISCELLANEOUS. The titles and descriptive headings in this Contract are for convenience only and shall not affect the construction of any of the provisions hereof. This Contract shall not be construed against or in favor of any Party based upon the fact that the Party did or did not author this Contract. If any provision(s) of the Contract is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Contract, but rather the entire Contract will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations hereto shall be construed and enforced accordingly. The Parties acknowledge that if any provision(s) of this Contract is determined to be unreasonable, invalid, or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be reasonable, valid and enforceable. Seller's failure to require performance of any provision of this Contract shall not affect Seller's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default or a waiver of the provision. With respect to nouns and pronouns used herein, the masculine gender shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular. Purchaser and Seller recognize and agree that all important terms and provisions of their contract should be in writing, to prevent any confusion in the future regarding their respective rights and obligations. **Seller has not authorized its employees to make any oral promises or oral representations to Purchaser that differ from, or add to, what is contained in this written Contract. Seller will not be bound by any unauthorized oral statements of its employees regarding the home or improvements at the Property or this Contract, regardless of whether such statements are made before or after closing. Purchaser may rely only on the terms of this written Contract in deciding whether to enter into this Contract with Seller. Except where specifically provided to the contrary, all terms and conditions of this Contract survive breach, default, termination or cancellation of the Contract. All terms and conditions of this Contract shall survive the Closing of the sale and delivery of the warranty deed and are not superseded by the doctrines of merger or waiver.**

5.15 ALTERNATIVE DISPUTE RESOLUTION. The Parties acknowledge it is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The Parties accordingly agree as follows:

- A. **SCOPE.** This Paragraph 5.15 applies to all claims, disputes, or causes of action brought by, through, or under Purchaser, their dependents or other occupants of the Property, subsequent purchasers (all of whom this Contract is intended to directly benefit, all of whom are third-party beneficiaries to this Contract with Seller, and/or all of whom Purchaser agrees are to be bound by the terms and conditions of the Contract, including, but not limited to mediation, arbitration and trial to the court without a jury in this Paragraph 5.15), whether sounding in contract, tort, or otherwise, including claims for emergency or interim relief, including but not limited to, those arising in connection with: (i) this Contract, including the negotiation, formation, subject matter, breach, cancellation or termination hereof and/or any amendments or addenda or notices hereto; (ii) the development, design, construction, preparation, maintenance or repair, of improvements to the Property; (iii) marketing or sale of the Property; (iv) any representations or warranties, express or implied, relating to this Contract or the Property; (v) any transaction, event, dealing, or relationship between Purchaser and Seller, including any subsequent agreement or alleged agreement between Purchaser and Seller; (vi) any violations of any statute including, but not limited to, consumer protection, disclosure, or similar statutes or regulations; (vii) any personal injury or property damage claim; and/or (viii) any other agreement, transaction, occurrence or event giving rise to a dispute over breach of legal duties, rights or obligations which involve Purchaser and Seller (a "Dispute").
- B. **MEDIATION.** The Parties agree that any Dispute (including any Dispute involving Seller, Purchaser, their representatives, their contractors, suppliers, manufacturers, affiliates, the developer of the Property, or any other provider of goods or services in connection with the Property) shall first be submitted to mediation. The Parties agree to split the mediation fee evenly. The Parties agree to cooperate to select a mediator in the county in which the Property is located or such other location as may be agreeable to the Parties. Unless otherwise agreed by the Parties, any mediator must have at least five (5) years of experience serving as an arbitrator or mediator and shall have technical expertise and knowledge appropriate to the subject matter of the Dispute. If the Parties fail to agree on the selection of a mediator, either Party may request the appointment of a mediator by the American Arbitration Association ("AAA"). The Parties may mutually agree in writing to waive mediation.
- C. **MANDATORY ARBITRATION.** THE PARTIES AGREE THAT ANY DISPUTE (INCLUDING ANY DISPUTE INVOLVING SELLER, PURCHASER, THEIR REPRESENTATIVES, THEIR CONTRACTORS, SUPPLIERS, MANUFACTURERS, AFFILIATES, THE DEVELOPER OF THE PROPERTY, OR ANY OTHER PROVIDER OF GOODS OR SERVICES IN CONNECTION WITH THE PROPERTY), IF NOT SETTLED DURING MEDIATION, SHALL NOT BE DECIDED BY OR IN A COURT OF LAW BUT SHALL THEREAFTER BE SUBMITTED FOR FINAL RESOLUTION TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.), OR THE APPLICABLE SIMILAR STATE STATUTE IF THE FEDERAL ARBITRATION ACT DOES NOT APPLY. THIS CONTRACT REQUIRES MANDATORY ARBITRATION OF DISPUTES. IF ANY PARTY COMMENCES LITIGATION IN VIOLATION OF THIS CONTRACT, THAT PARTY SHALL REIMBURSE THE OTHER PARTIES TO THE LITIGATION FOR THEIR COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED IN SEEKING ABATEMENT OF SUCH LITIGATION AND ENFORCEMENT OF ARBITRATION. However, an unsuccessful motion or action to stay an arbitration proceeding based on the position that it has been commenced after expiration of limitations shall not waive any Party's right to have the underlying dispute resolved by arbitration. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator.
 - 1. Unless the Parties to the Dispute agree otherwise, all arbitration proceedings pursuant to this Agreement shall be administered in accordance with the rules of the AAA, applying the AAA rules, procedures, and protocols determined by the arbitrator to be most applicable to the nature of the Dispute, including, where applicable, the AAA's Home Construction Rules ("Home Construction Rules"), regardless of the amount in controversy. To the extent of any conflict between this Contract and such rules or procedures, the provisions of this Contract shall control. If for any reason the AAA is unable or unwilling to conduct the binding arbitration, either Party may petition a court of general jurisdiction in the subject county to appoint an arbitrator, and the filing of a petition requesting appointment of an arbitrator, or for a court to resolve a dispute concerning this provision, shall not constitute a waiver of the right to enforce binding arbitration.
 - 2. Purchaser will pay the lesser of either (i) up to \$375 or (ii) the amount required under the Home Construction Rules fee schedule to initiate arbitration; Seller will pay all remaining filing fees. In no Dispute will Purchaser be required to pay more in filing fees, case service fees, arbitrator compensation, or other similar type fees for

- an arbitration proceeding conducted by a single arbitrator than the lesser of either (x) the amount payable by “Homeowner” under the Home Construction Rules fee schedule or (y) \$750. Seller shall pay all other arbitrator compensation, expenses and fees of arbitration for an arbitration conducted by a single arbitrator.
3. Arbitration shall be conducted by a single arbitrator. In any Dispute subject to this Paragraph 5.15.C, the Parties agree the arbitrator may not consolidate the claims of Purchaser (or parties with claims by, through, under or derivative of Purchaser) with claims of others and may not otherwise preside over any form of a representative or class proceeding unless required by law.
 4. Any arbitrator must have at least five (5) years of experience serving as an arbitrator or mediator and shall have technical expertise and knowledge appropriate to the subject matter of the Dispute. All mediation and arbitration fees and expenses are subject to being awarded by the arbitrator to the prevailing party, to the same extent that court costs may be awarded under applicable law.
 5. The arbitration award or decision is final and may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator's manifest disregard of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law, regulation, or the applicable rules of the administrator.
 6. Any arbitration shall be administered by the office of the administrator that is closest to the Property, and the arbitration proceedings shall be conducted in the locale where the Property is located.
 7. In any arbitration proceeding, all provisions and limitations of this Contract shall be given full force and effect, including, without limitation, all limitations on liability and damages. In addition, applicable Federal and State law (including Chapter 27 of the Texas Property Code) shall apply; all applicable claims, causes of action, remedies and defenses as available in court shall apply as defined or limited in this Contract, including, without limitation all provisions in this “General” Section V; the Parties shall be entitled to conduct reasonable and necessary discovery as agreed to by the Parties or as allowed by the AAA; the arbitrator shall render a written award and, if requested by any Party, a reasoned award, even if after the written award is issued; the Purchaser shall not be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.
- D. **TRIAL TO THE COURT WITHOUT A JURY. IF MANDATORY ARBITRATION UNDER THIS CONTRACT IS NOT ENFORCED, THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM SHALL BE RESOLVED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY WHERE THE PROPERTY IS LOCATED WITHOUT THE USE OF A JURY. PURCHASER ACKNOWLEDGES THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT THAT MAY BE KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVED BY PURCHASER. PURCHASER VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT PURCHASER HAS TO SEEK A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN ANY WAY RELATED TO, A DISPUTE. PURCHASER ACKNOWLEDGES AND FULLY UNDERSTANDS THAT THE EFFECT AND CONSEQUENCES OF THIS WAIVER WILL PREVENT PURCHASER FROM HAVING THE ABILITY TO HAVE A JURY HEAR AND DECIDE ANY LEGAL OR FACTUAL DISPUTES AND PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN ANY WAY RELATED TO, A DISPUTE. As valuable consideration for Purchaser’s promises in this Paragraph, as well as all other valuable consideration that is provided for in this Contract, Seller reciprocally agrees to unconditionally waive its rights, to the fullest extent permitted by applicable law, to have a trial by jury in any legal proceeding arising directly or indirectly out of, or in any way related to a Dispute. In any Dispute subject to this Paragraph, the Parties agree not to request a court to consolidate the claims of Purchaser (or parties with claims by, through, under or derivative of Purchaser) with claims of others or otherwise preside over any form of a representative or class proceeding. In the event of litigation, this Contract may be filed by either Purchaser or Seller as a written consent to trial by the court.**
- E. The waiver or invalidity of any portion of this Paragraph 5.15 shall not affect the validity or enforceability of the remaining portions of this Paragraph 5.15 and/or this Contract. Purchaser and Seller further agree (i) that any Dispute involving Seller's directors, members, managers, officers, partners, employees and agents shall be resolved as set forth herein; and (ii) that Seller shall have the option to include its subcontractors, suppliers, manufacturers, and vendors, or the developer, as parties in the alternative dispute resolution procedures set forth in this Contract.
- F. **AT CLOSING, PURCHASER SHALL EXECUTE A RESTRICTIVE COVENANT (“COVENANT”) FOR RECORDATION IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED CONFIRMING THAT THE ATTORNEY’S FEES, MEDIATION, MANDATORY ARBITRATION, TRIAL TO THE COURT WITHOUT A JURY, AND LIMITATION OF REMEDIES PROVISIONS OF THIS CONTRACT (SEE PARAGRAPHS 5.2, 5.13, AND 5.15) SHALL BE BINDING UPON PURCHASER, PURCHASER’S SUCCESSORS AND ASSIGNS, AND ANY FUTURE OWNER OR OCCUPIER OF THE PROPERTY, FOR A PERIOD OF FIFTEEN (15) YEARS FOLLOWING CLOSING (“COVENANT PERIOD”). AT THE CONCLUSION OF THE COVENANT PERIOD, THE COVENANT SHALL AUTOMATICALLY EXPIRE AND BE OF NO FURTHER FORCE OR EFFECT, EXCEPT AS TO ARBITRATION AND/OR LEGAL PROCEEDINGS WHICH ARE IN PROGRESS AT THE TIME OF ITS EXPIRATION; IN THOSE INSTANCES, THE COVENANT SHALL SURVIVE ONLY AS TO THE PROCEEDINGS IN PROGRESS UNTIL THEY ARE CONCLUDED BY ENTRY OF A FINAL, NON-APPEALABLE ARBITRATION AWARD OR JUDGMENT. FAILURE TO EXECUTE THE COVENANT SHALL NOT ALTER THE BINDING NATURE OF THE ATTORNEY’S FEES, MEDIATION, MANDATORY ARBITRATION, TRIAL TO THE COURT WITHOUT A JURY, AND LIMITATION OF REMEDIES PROVISIONS OF THIS CONTRACT (SEE PARAGRAPHS 5.2, 5.13, AND 5.15) ON PURCHASER.**

The Parties also agree that the rights and obligations set forth in this Paragraph 5.15 shall survive this Contract’s termination, breach, default, or cancellation by either Party, and shall survive closing and delivery of the warranty deed. This Paragraph 5.15 shall not be superseded by the doctrines of merger or waiver. Purchaser is advised of the opportunity to consult with counsel and to provide such counsel, for review and examination, a copy of this Contract.

5.16 RCLA DISCLOSURE. This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to Seller by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer

to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by Seller, you must provide Seller an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

5.17 NOTICES. All notices, demands, or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, shall be void and of no effect unless given in accordance with the provisions of this Paragraph 5.17. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email, or by mail as a registered or certified item, return receipt requested. Notices shall be deemed given upon the date when received.

5.18 BROKER REFERRAL FEE. Seller agrees to instruct the Title Company to pay a Broker Referral Fee to Purchaser’s chosen Broker from Seller funds at Closing. The amount of the Referral Fee is three percent (3%) of the final Contract Purchase Price. To qualify for a Broker Referral Fee, the following must be satisfied: (1) the Broker or Agent must be disclosed on Part I of the Contract; and (2) the Broker or Agent must be employed as a Texas licensed Real Estate Agent and/or Broker with an active Real Estate Company. Prior registration of a Purchaser does not replace these conditions and is offered as a courtesy only. Seller will pay only one (1) Referral Fee for this Contract, and Referral Fees will not be split between Brokers. Seller is not liable for payment of any commission. Seller’s obligation to pay the Referral Fee is contingent upon successful payment of funds and completion of Closing.

*****CAUTION*****

THIS CONTRACT CREATES CERTAIN LEGAL RIGHTS AND OBLIGATIONS. PURCHASER IS ADVISED OF THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS CONTRACT AND TO PROVIDE SUCH COUNSEL, FOR REVIEW AND EXAMINATION, A COPY OF THIS CONTRACT. BY THE SIGNATURE AFFIXED BELOW, PURCHASER ACKNOWLEDGES THAT PURCHASER'S DEFAULT OF THIS CONTRACT MAY RESULT IN FORFEITURE OF ALL OF PURCHASER'S EARNEST MONEY AND CHANGE ORDER DEPOSITS. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

This Contract provides that all disputes will be resolved by **BINDING ARBITRATION**. Purchaser foregoes the right to file suit in court with respect to any claim that is within the scope of the arbitration clause. For more details, review Paragraph 5.15 of the Contract.

PURCHASER:

SELLER:

Signed by:



72ED2FBCFC694D6...

PURCHASER

BRITTON HOMES

Signed by:



13648AA5FEFAB477

PURCHASER

DocuSigned by:

By: 

E06C8EFBD950446

SALES PROFESSIONAL

PERRY HOMES

DFW ADDENDUM TO EARNEST MONEY CONTRACT PART II
(FOR USE IN DFW ONLY)

DATE: 02/07/2025

PURCHASERS: Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

Purchaser(s) above and Perry Homes, LLC (“Seller” or “Perry Homes”) agree the text of Paragraph 5.7 of the Earnest Money Contract is deleted the following is inserted in its place:

- 5.7 PERRY HOMES EXPRESS LIMITED WARRANTY; MANUFACTURER’S WARRANTIES; THIRD PARTY WARRANTY.** Seller will provide customer service to Purchaser on the Property in accordance with the Perry Homes Express Limited Warranty. The Perry Homes Express Limited Warranty defines the limited warranties and building and performance standards binding on the parties relative to the Property. The Perry Homes Express Limited Warranty governing the obligations of the parties relative to the Property is the version of the document available on www.perryhomes.com as of the effective date of this Contract. In addition to the Perry Homes Express Limited Warranty, Seller will pay for a warranty (from a third-party warranty company or insurer of Seller’s choice) that will apply to the Property (the “Third-Party Warranty”). The terms and conditions of the Third-Party Warranty and any service thereunder will be contained in the third-party warranty company’s or insurer’s program documentation. Seller and Purchaser agree to the following regarding the Perry Homes Express Limited Warranty, the Third-Party Warranty, and any warranties relating to manufactured or consumer products:
- A. A request for warranty performance directed to Seller shall not be construed as a notice of construction defect under Chapter 27 of the Texas Property Code (see Paragraph 5.16 for more information on this provision of the Property Code) and that any notice under Chapter 27 shall be sent separately in the manner required by Chapter 27.
 - B. Repair services and materials provided at the Property pursuant to the Perry Homes Express Limited Warranty (or any services or materials provided by Seller pursuant to the Third-Party Warranty) shall carry a 60-day express warranty (“Additional Warranty-Repairs”). The Additional Warranty-Repairs shall expire at the end of sixty (60) days from the completion of the Repairs as determined by Seller, and except for any applicable time periods for warranty coverage, the terms and conditions governing this Additional Warranty-Repairs shall be the same as the terms and conditions of the Perry Homes Express Limited Warranty. Purchaser acknowledges that the scope of the Additional Warranty-Repairs is limited to workmanship and materials so provided. **PURCHASER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ADDITIONAL WARRANTY-REPAIRS IS A SUBSTITUTE FOR ANY IMPLIED WARRANTIES, AND PURCHASER AGREES TO RELY ON THE ADDITIONAL WARRANTY-REPAIRS TO THE EXCLUSION OF ALL OTHER WARRANTIES WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY OR BY SELLER PURSUANT TO THE THIRD-PARTY WARRANTY. EXCEPT FOR THE ADDITIONAL WARRANTY-REPAIRS, PURCHASER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER DISCLAIMS AND PURCHASER WAIVES ANY OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE REPAIRS PERFORMED UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY OR BY SELLER PURSUANT TO THE THIRD-PARTY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, HABITABILITY, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS OR OTHER SERVICES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, OR PRESENT OR FUTURE VALUE.**
 - C. Purchaser acknowledges that Seller may incorporate manufactured or consumer products into the improvements at the Property. Such products include any component of the home that was manufactured away from the site of the home and that was installed in the home without significant modifications to the product as manufactured. Such products commonly installed in residential construction include but are not limited to dishwashers, cook tops, ovens, refrigerators, microwave ovens, trash compactors, kitchen vent fans, central air conditioning coils and compressors, HVAC control units, furnace heat exchangers, water heaters, carpet, windows, doors, door bells, plumbing fixtures, light fixtures, fireplace inserts, pipes, electrical wires, or other appliances, equipment or "consumer products," as defined by the Federal Trade Commission. Upon closing and funding, and provided such transfer is allowable by the manufacturer, Seller transfers all right, title, and interest in any manufacturer's warranty on such products to Purchaser, without recourse. In accordance with the Magnuson-Moss Warranty Act, Purchaser acknowledges that Purchaser has had an opportunity to review the warranties for all consumer products to be included with the Property and agrees that, **TO THE MAXIMUM EXTENT ALLOWED BY LAW, SELLER DISCLAIMS, AND PURCHASER WAIVES, ANY WARRANTY FROM SELLER ON MANUFACTURED OR CONSUMER PRODUCTS.**
 - D. **IN CONSIDERATION OF SELLER’S PAYMENT FOR THE THIRD-PARTY WARRANTY, PURCHASER AGREES THAT ANY SERVICES, REPAIRS, OR REMEDIES ACTUALLY PROVIDED PURSUANT TO THE THIRD-PARTY WARRANTY (WHETHER BY, THROUGH OR UNDER SELLER OR OTHERWISE) WILL BE TREATED AS AN ELECTION OF REMEDIES BY PURCHASER THAT FORECLOSES, RELEASES AND WAIVES ALL CLAIMS BY PURCHASER UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY RELATING IN ANY WAY TO SUCH SERVICES, REPAIRS, OR REMEDIES. THE PARTIES AGREE THAT THE INTENT OF**

SELLER’S PAYING FOR THE THIRD-PARTY WARRANTY IS TO AFFORD BOTH PARTIES THE BENEFIT OF THE THIRD-PARTY WARRANTY COVERAGE, NOT TO PROVIDE A POTENTIAL DOUBLE OR CUMULATIVE RECOVERY FOR PURCHASER.

This Paragraph 5.7 expressly survives the default, cancellation, breach, or termination of the Contract and survives closing and delivery of the deed.

Purchaser and Perry Homes agree the text of Paragraph 5.8(A) of the Earnest Money Contract is deleted and the following is inserted in its place:

- A. SELLER AGREES TO COMPLY WITH, AND THE PURCHASER AGREES TO ACCEPT, THE PERRY HOMES EXPRESS LIMITED WARRANTY AS SELLER’S EXPRESS CONTRACTUAL WARRANTY. PURCHASER AGREES THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, THE PERRY HOMES EXPRESS LIMITED WARRANTY AND THE THIRD-PARTY WARRANTY EACH REPRESENTS A SUBSTITUTE FOR ANY IMPLIED WARRANTIES AND THAT SELLER DISCLAIMS, AND PURCHASER WAIVES, ALL SUCH IMPLIED WARRANTIES. AS TO SELLER, PURCHASER AGREES TO RELY ON THE PERRY HOMES EXPRESS LIMITED WARRANTY TO THE EXCLUSION OF ALL OTHER WARRANTIES (EXCEPT IN SITUATIONS ADDRESSED AS AN ELECTION OF REMEDIES UNDER THE THIRD-PARTY WARRANTY).**

Purchaser and Perry Homes agree the text of Paragraph 5.8(C) of the Earnest Money Contract is deleted and the following is inserted in its place:

- C. EXCEPT FOR THE PERRY HOMES EXPRESS LIMITED WARRANTY, THE THIRD-PARTY WARRANTY, AND ANY MANUFACTURERS’ AND/OR SUPPLIERS’ WRITTEN WARRANTIES, PURCHASER ACKNOWLEDGES THAT, TO THE EXTENT ALLOWED BY LAW, SELLER DISCLAIMS, AND PURCHASER WAIVES, ANY OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THIS SALE, THE PROPERTY AND IMPROVEMENTS, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE CONSTRUCTION, GOOD AND WORKMANLIKE PERFORMANCE OF REPAIRS OR OTHER SERVICES OR MODIFICATION OF EXISTING TANGIBLE GOODS OR PROPERTY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN, OR PRESENT OR FUTURE VALUE. THE PARTIES AGREE THAT THE PERRY HOMES EXPRESS LIMITED WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE PROPERTY, THE HOME, AND IMPROVEMENTS AND THE SERVICES TO BE PERFORMED. THE PARTIES FURTHER AGREE THAT THE THIRD-PARTY WARRANTY ADEQUATELY SETS FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE PROPERTY, THE HOME, AND IMPROVEMENTS AND THE SERVICES TO BE PERFORMED. PURCHASER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE TERMS OF THE PERRY HOMES EXPRESS LIMITED WARRANTY ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED TO ESTABLISH THE ONLY STANDARDS OF CONSTRUCTION PERFORMANCE OR SERVICE THAT SELLER IS OBLIGATED TO MEET. PURCHASER ALSO ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE TERMS OF THE THIRD-PARTY WARRANTY ARE CLEAR, SPECIFIC, AND SUFFICIENTLY DETAILED. THE PARTIES AGREE THAT THE PERRY HOMES EXPRESS LIMITED WARRANTY AND THIS CONTRACT WILL CONTROL ANY WARRANTY, WORKMANSHIP, MATERIAL, OR ANY OTHER DEFECT CLAIMS REGARDING THE PROPERTY OR IMPROVEMENTS.**

PURCHASER:

SELLER:

PURCHASER

PERRY HOMES, LLC

PURCHASER

BY: _____
SALES PROFESSIONAL (DFW Only)

FUNDING ADDENDUM TO EARNEST MONEY CONTRACT

Crestmark Mortgage (the “Affiliated Mortgage Company”)

Britton Homes Only

Purchaser: Vandana Kumar Sanjeev Kumar

Property Address: 3611 Lacefield Drive (“Property”)

This Funding Addendum to Earnest Money Contract (“Addendum”) is an addendum to, made part of, and adds terms and conditions to that certain Earnest Money Contract (“Contract”) between Perry Homes, LLC d/b/a Britton Homes (“Seller”) and Purchaser in connection with the Property and addresses several options by which Purchaser may elect to pay Seller for the Property at Closing.

A. GENERAL PROVISIONS. Regardless of the method of funding used by Purchaser, the following terms and conditions apply:

1. **TIME OF FUNDING.** Purchaser must bring funds, or make arrangements to have funds available, to allow for the purchase of the Property to occur at the agreed upon date and time of Closing.
2. **CREDITWORTHINESS.** Purchaser represents and warrants to Seller that Purchaser is financially able to close on the purchase of the Property. Purchaser acknowledges that Seller, in reliance on Purchaser’s representation and warranty, will be taking the Property off the market to the general public once Purchaser satisfies the requirements of this paragraph and that Seller reserves the right to sell the Property to another party until the requirements of this paragraph are satisfied. To give assurance of Purchaser’s representations and warranties herein and Purchaser’s ability to close, Purchaser agrees to the following:
 - a. Purchaser will provide to Seller, prior to Seller’s acceptance of this Contract, a preliminary indication (“Preliminary Indication”) of Purchaser’s ability to close from a lender of Purchaser’s choice that is both acceptable to Seller and appropriately licensed in the jurisdiction in which the Property is located.
 - i. The Preliminary Indication shall: (i) be premised on such lender having obtained a consumer (credit) report on Purchaser, (ii) contain a pre-approval letter from the lender, and (iii) include a loan estimate from the lender. If Purchaser elects to provide the Preliminary Indication from the Affiliated Mortgage Company, a pre-approval letter from the Affiliated Mortgage Company will suffice for the Preliminary Indication.
 - ii. Purchaser hereby authorizes the lender providing the Preliminary Indication to advise Seller of Purchaser’s creditworthiness. Purchaser acknowledges and agrees that: (1) the purpose of this authorization process is to establish Purchaser’s creditworthiness to Seller’s sole satisfaction and (2) **Purchaser is not obligated to utilize any specific lender for lending or financing in conjunction with the purchase of the Property.**
 - b. In lieu of the foregoing, if Purchaser does not intend to obtain a mortgage to finance the purchase of the Property, Purchaser will provide Seller, within five (5) days of the date of this Contract, credible verification (as determined by Seller in its sole discretion) of Purchaser’s access to sufficient cash funds to enable Purchaser to close without obtaining financing.

B. THIRD-PARTY FINANCING. If Purchaser desires, or if it is otherwise necessary for Purchaser, to obtain financing to pay any portion of the Purchase Price at Closing, the following terms and conditions apply:

1. GENERAL.

- a. Purchaser agrees to apply for a permanent mortgage loan from the lender(s) selected by Purchaser and to furnish such lender(s) with all information and applications required by such lender(s), all within five (5) days following the date of this Contract.
- b. Purchaser shall make every reasonable effort to cooperate with the lender(s) to obtain approval of the permanent mortgage loan and furnish such documents or information as the lender(s)

may reasonably require. Approval will be deemed to have been obtained, and the Purchaser will be deemed to have qualified for financing, when both the terms of the loan(s) necessary to close are available and the lender(s) determines that Purchaser has satisfied all of lender's underwriting requirements (such as those items relating to Buyer's assets, net worth, income and creditworthiness).

- c. Purchaser agrees to obtain permanent financing for the Property acceptable to Seller from a lender or lenders that will close and fund at the time and on the date of Closing.
- d. Purchaser agrees to pay any loan application fee(s), any private mortgage insurance premiums, and any other points, fees and charges required by the lender(s) with regard to the loan(s). The permanent mortgage loan(s) to be obtained by Purchaser shall be evidenced by Purchaser's execution of a promissory note(s) and shall be secured by a vendor's lien(s) to be retained in the Warranty Deed to be executed by Seller to Purchaser and additionally secured by a Deed(s) of Trust, mortgage(s) or other security instrument(s), upon such forms as may be required by lender(s). Purchaser acknowledges that a lender will require prepaid items to be paid at Closing. The prepaid items may include: (i) the premium for one (1) year of a homeowner's fire and extended coverage insurance policy covering the Property and the improvements to be erected thereon; and (ii) real estate taxes, interest, community maintenance charges, and premiums for any and all types of insurance required by the mortgage lender(s), as hereinafter specified.
- e. Purchaser authorizes Seller to contact the lender(s) to confirm the status of loan approval and to schedule the Closing and hereby consents to lender's or lenders' disclosure to Seller of sufficient information to satisfy Seller that Purchaser will close as required by this Contract, including without limitation information provided in any loan application, verification of deposit, income, employment, credit reports or credit-related information pertaining to Purchaser.
- f. **Purchaser acknowledges and agrees that neither Seller nor any agent, employee, or representative of Seller has made any representation of any kind regarding financing, availability of any specific financing terms, or Purchaser's ability to qualify for financing.**

2. INCENTIVES FOR USING AFFILIATED MORTGAGE COMPANY. Seller offers special incentives if Purchaser: (i) obtains the Preliminary Indication of Purchaser's ability to close, referred to in Paragraph A(2)(a) above, from the mortgage company identified at the top of this Addendum as the "Affiliated Mortgage Company" and (ii) thereafter obtains permanent mortgage loan financing of the Property from the "Affiliated Mortgage Company". **PURCHASER MAY SELECT ANY LENDER PURCHASER DESIRES TO FINANCE THE PURCHASE OF THE PROPERTY AND ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REQUIRING PURCHASER TO USE ANY SPECIFIC MORTGAGE COMPANY.** Unless otherwise agreed by the parties, if Purchaser uses the Affiliated Mortgage Company as described above, at Closing, Seller will pay:

- up to \$7,500.00 in closing costs, to be applied as a credit against Purchaser's closing costs. If any other mortgage company provides financing, the Purchaser shall pay for all closing costs.

Purchaser acknowledges the Affiliated Mortgage Company may from time to time offer other incentives to Purchaser that are independent of and separate from the incentives noted above.

C. CASH SALE. If this is a cash sale (i.e., Purchaser requires no financing to close), Seller will pay the premium for an Owner's Policy of Title Insurance as set forth in Section II of the Contract.

Purchaser acknowledges and agrees Purchaser is **NOT** required to use the Affiliated Mortgage Company as a condition for purchase of the Property. **THERE ARE FREQUENTLY OTHER MORTGAGE COMPANIES AVAILABLE WITH SIMILAR SERVICES. PURCHASER MAY SELECT ANY LENDER PURCHASER DESIRES TO FINANCE THE PURCHASE OF THE PROPERTY. PURCHASER IS ENCOURAGED TO SHOP AROUND TO DETERMINE THAT PURCHASER IS RECEIVING THE BEST SERVICES AND THE BEST PRICING.**

PURCHASER ACKNOWLEDGES THAT PURCHASER'S CONTACT INFORMATION AND INFORMATION CONCERNING THE CONTRACT WILL BE PROVIDED BY SELLER TO THE AFFILIATED MORTGAGE COMPANY.

No Other Terms Amended. Except to the extent expressly provided herein, all terms of the Contract shall remain in full force and effect and unaffected by the terms of this Addendum.

Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

The Parties have executed this Addendum with effect as of the date set forth in the signature lines below.

PURCHASER:

SELLER:

PURCHASER

BRITTON HOMES

PURCHASER

BY:

SALES PROFESSIONAL

BRITTON
HOMES

TIMELINE ADDENDUM TO THE FUNDING ADDENDUM TO
EARNEST MONEY CONTRACT

PURCHASER (S): Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive (“Property”)

This Timeline Addendum to the Funding Addendum to Earnest Money Contract (“Addendum”) is an addendum to, made part of, and adds terms and conditions to that certain Earnest Money Contract (“Contract”) between Perry Homes, LLC, a Texas limited liability company (“Seller”) and Purchaser in connection with the Property. Except as expressly defined in this Addendum, all capitalized terms used herein shall have the meanings ascribed to them in the Contract.

Seller plans to have a smooth process leading up to Closing. Seller has worked closely with its affiliated title company to outline a standard process. Below is a summary of the standard 30-day timeline to Closing. While Purchaser may choose any lender to provide financing, Seller has influence and experience with its Recommended Mortgage Company (which is either an affiliated mortgage company or a preferred mortgage company) that shows delays in Closing are less likely to occur if Purchaser uses the Recommended Mortgage Company.

	Days Prior to Closing
Closing scheduled by Sales Professional	30 days or more
Purchaser Changes to Contract	30 days or more
Title Work / Preliminary Package Completed	21 days
Title calls client and sends wiring instructions / preliminary documents sent by Lender to Title	14 days
Insurance confirmed by Purchaser	10 days
Lender sends Closing Instructions / Closing Disclosure to Title	9 days
Title sends Final Closing Disclosure to lender	7 days
Lender sends Closing Disclosure to client	6 days
Lender sends closing documents to Title	5 days

Regardless of your choice of lender, some common issues that can disrupt the Closing process are as follows:

1. Loan Readiness and Closing Date

- Your lender must ensure the loan is ready for funding by the agreed-upon date in the Earnest Money Contract.
- The Closing Date specified in the Earnest Money Contract must be adhered to or else Seller may charge an extension fee, terminate the Contract, or seek other recourse under the Contract.

2. Communication with Title Company

- Your lender is required to maintain consistent communication with the title company.
- Whether preliminary or final, all lender documents and closing disclosures from the lender must be timely submitted.
- All necessary final lender documents must be submitted to the title company no later than 5 days before the closing date. If the documents do not meet this deadline, the closing date will be rescheduled.

3. Appraisal Issues

- If the lender provides an inadequate appraisal, it will be your responsibility to resolve the issue.

4. Funding your loan

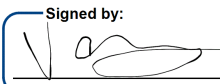
- Due to different requirements for different lenders, funding for your loan may be delayed after Closing for several hours or even into the next business day. Our experience is that the Recommended Mortgage Company will not have this sort of delay and can confirm funding immediately after Closing, allowing Purchaser to receive the keys in the sales office right after Closing. Please note Seller may choose not to release keys until funding is confirmed. Whichever mortgage lender you choose to use, please make sure that they are aware of these timing requirements.

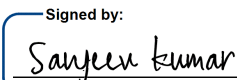
Consequences of Non-Compliance

Failure to close on the agreed-upon date may result in additional costs to you and/or termination of the contract. For details regarding the nonrefundable nature of earnest money, please refer to Section 5.6 of the Contract.


The Parties have executed this Addendum with effect as of the date set forth in the signature lines below.

PURCHASER(S):

Signed by:

72ED2FBCFC694D6...
Signature of Purchaser

Signed by:

13648AA5EEAB477...
Signature of Purchaser

**PERRY HOMES, LLC,
a Texas limited liability company:**

DocuSigned by:

E06C8EFBD950446...
Signature of Sales Professional

Michelle Stewart
Print Name

BRITTON HOMES

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: 02/07/2025

PURCHASER: Vandana Kumar Sanjeev Kumar

FROM: Perry Homes, LLC d/b/a Britton Homes

PROPERTY ADDRESS: 3611 Lacefield Drive ("Property")

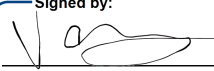
This is to give you notice that Perry Homes, LLC d/b/a Britton Homes, a Texas limited liability company ("Britton Homes") has a business relationship with Executive Title Company Ltd. ("Executive Title"), a title agency. Britton Homes and Perry Holdings, LLC (the 99% limited partner of Executive Title, and the 100% sole owner of Executive Title's general partner) are under 100% common ownership. Because of these relationships, this referral may provide Britton Homes and/or its affiliates, with a financial or other benefit.

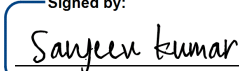
Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for purchase of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider	Settlement Service	Charge or Range of Charges
Executive Title	Owner's Policy of Title Insurance	(Purchase Price -- \$100,000) X .00527 + \$832 (Est.)
Executive Title	Lender's Policy of Title Insurance	\$100 (Est.)
Executive Title	Endorsements to Title Policies	Varies from \$20 to 15% of Owner's Policy Amount
Executive Title	Escrow Fees	\$900 (Est.) -- will vary by county
Executive Title	Tax Certificates	\$70 - 95 (Est.) -- will vary by County

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Britton Homes is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signed by:

72ED2FBCFC694D6...
Signature of Purchaser

Signed by:

13648AA5EEAB477...
Signature of Purchaser

BRITTON HOMES

Affiliated Business Arrangement Disclosure

(Mortgage Company)

Date: 02/07/2025

From: Britton Homes (an assumed name of Perry Homes, LLC (“Perry Homes”))

Purchaser: Vandana Kumar Sanjeev Kumar

Property Address: 3611 Lacefield Drive

This is to give you notice that Perry Homes has a business relationship with Crestmark Mortgage Company, Ltd. (“Crestmark”). Perry Homes owns 45% of Crestmark and a Perry Homes subsidiary owns an additional 20% of Crestmark. Because of this relationship, this referral may provide Perry Homes a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed service provider(s) as a condition for purchase of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

<u>SERVICE PROVIDER</u>	<u>SETTLEMENT SERVICE</u>	<u>CHARGES OR RANGE OF</u>
Crestmark	Processing Fee	\$800.00
Crestmark	Underwriting Fee	\$895.00
Crestmark	Delivery Fee	\$225.00
Crestmark	Origination Fee	Up to 1% of the loan amount

ACKNOWLEDGEMENT

I/we have read this disclosure form and understand that Perry Homes is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Signed by:

Purchaser
C694D6...

2/8/2025 | 2:26 PM CST
Date

Signed by:

Purchaser
AB477...

2/8/2025 | 2:23 PM CST
Date

PERRY HOMES

PERMISSION TO CONTACT & PRIVACY POLICY ADDENDUM (Hippo Insurance)

DATE: 02/07/2025

PURCHASER(s): Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

Perry Homes, LLC ("Seller") has arranged for an agency called **Hippo Builder Insurance Agency, LLC** ("Hippo") to offer you information about securing insurance for your new home.

To help facilitate this process, we would like to obtain your permission for Hippo to contact you directly. This will allow them to provide you with personalized insurance options and answer any questions you may have.

☒ I understand and agree that Seller has my consent to share my contact information listed below and home specific data concerning my home purchase to Hippo and grant permission to Hippo or any person or entity acting on Hippo's behalf, to use my personal information to initiate telephone calls and/or emails to me at the following telephone number(s) and email address(es) regarding insurance products or services relating to the purchase of a residence. I am not required to use Hippo to purchase such services. I understand that I have the option of electing to receive marketing materials, including free price quotes with no obligation to purchase for services that may be necessary in connection with the purchase of a new residence. It is entirely my choice whether to receive any such information, and Seller will not require me to use any third-party.

I do not give permission to Seller to give my contact information to Hippo.

Hippo's website: www.hippobuilder.com and contact information: team@hippobuilder.com or (800) 913-7044.

I am aware that I can review the Privacy Policy at www.perryhomes.com, or upon request and acknowledge it is subject to future amendment.

Purchaser Phone Number: 7323224863 Work Number:

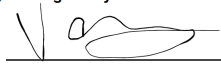
Purchaser Email Address: vandy2431@yahoo.com

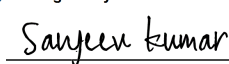
Preferred Method of Contact: ☒ Phone ☐ Work ☐ Email

Purchaser Phone Number: 7329258802 Work Number:

Purchaser Email Address: libransk@yahoo.com

Preferred Method of Contact: ☐ Phone ☐ Work ☒ Email

Signed by: 
72ED2FBCFC694D6...
Purchaser
2/8/2025 | 2:26 PM CST
Date

Signed by: 
13648AA5EEAB477...
Purchaser
2/8/2025 | 2:23 PM CST
Date

BRITTON HOMES

PRIVACY DISCLOSURE AND AUTHORIZATION

DATE: 02/07/2025

PURCHASERS: Vandana Kumar Sanjeev Kumar

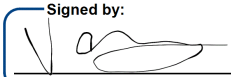
PROPERTY ADDRESS: 3611 Lacefield Drive

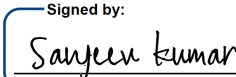
Purchasers have signed an Earnest Money Contract for the purchase of a new home (“Home”) constructed, or to be constructed by Perry Homes, LLC d/b/a Britton Homes (“Britton Homes”). The Purchasers also seek to obtain a permanent mortgage loan from a mortgage lender (“Lender”).

Purchasers understand that information regarding Purchasers’ loan application status, conditional approval date, overall credit worthiness, credit score, debt-to-income ratio, down payment to purchase price ratio, type of mortgage loan sought, loan documents and conditions required to facilitate the loan and close the loan, estimated closing and/or funding date, and other similar information (“Credit Information”) may be used by Lender to advise and assist Britton Homes’ evaluation of Purchasers’ ability to both obtain a permanent mortgage and to purchase the Home.

This is not an application for a mortgage. Purchasers hereby authorize Britton Homes to receive, or cause to be received, information concerning Credit Information from Lender, in connection with Purchasers’ purchase of the Home from Britton Homes.

2/8/2025 | 2:26 PM CST
Date

Signed by:

72ED2FBC684DB
Signature of Purchaser

Signed by:

13648AA5EEAB477
Signature of Purchaser

BRITTON
HOMES

NOTICE AND DISCLOSURE REGARDING FLOOD INSURANCE

DATE: 02/07/2025

PURCHASER: Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

Perry Homes, LLC d/b/a Britton Homes (“Seller” or “Britton Homes”) wishes to apprise Purchasers of the following matters incident to the purchase of a home and accompanying lot at the Property. The area in which the Property is located, including the surrounding counties, may be susceptible to flooding from time to time. Due to this reality, you are advised to seriously consider purchasing flood insurance, even if a lender does not require it, and even if the Property is not in a floodplain or other flood hazard or flood risk area identified or recognized by a governmental entity. The requirement to purchase flood insurance varies from lender to lender and is therefore outside Seller’ control. Similarly, Seller has no control over determining floodplain boundaries or other flood hazard or flood risk area. **Regardless, Seller encourages you to give the purchase of flood insurance serious consideration.**

Seller encourages Purchasers to research any questions they may have concerning the issues of flooding, flood insurance, and the history of flooding in the area. Seller is not an expert on these issues and, therefore, makes no representations to you concerning these topics. Purchasers agree that neither Seller, nor its employees, have made any representations or warranties that expressly or implicitly contradict the information contained in this Notice and Disclosure.

THIS DOCUMENT DOES NOT ALTER THE RIGHTS AND OBLIGATIONS UNDER THE PERRY HOMES EXPRESS LIMITED WARRANTY OR THE EARNEST MONEY CONTRACT.

BRITTON HOMES

DocuSigned by:
BY: Michelle Stewart
Sales Professional

PURCHASERS’ ACKNOWLEDGMENT

THE UNDERSIGNED PURCHASERS HEREBY ACKNOWLEDGE THAT: (A) THEY HAVE RECEIVED, READ AND UNDERSTOOD THIS NOTICE AND DISCLOSURE; (B) SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE UNDERSIGNED PURCHASERS IF THEY HAD NOT SIGNED THIS NOTICE AND DISCLOSURE; (C) NEITHER SELLER NOR ITS EMPLOYEES HAVE MADE ANY REPRESENTATIONS OR WARRANTIES THAT EXPRESSLY OR IMPLICITLY CONTRADICT THE INFORMATION CONTAINED IN THIS NOTICE AND DISCLOSURE; AND (D) SELLER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE MATTER SET FORTH ABOVE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN OR PRESENT OR FUTURE VALUE.

THE UNDERSIGNED PURCHASERS ACKNOWLEDGE THAT IN PURCHASING THE PROPERTY, (I) THEY ARE RELYING ON THEIR OWN JUDGMENT RESPECTING THE INFORMATION CONTAINED IN THIS NOTICE AND DISCLOSURE AND (II) THEY ARE NOT RELYING ON ANY PROMISE, STATEMENT, REPRESENTATION, OR AGREEMENT OF ANY AGENT OF SELLER RESPECTING THE INFORMATION SET FORTH IN THIS NOTICE AND DISCLOSURE OTHER THAN THE INFORMATION SET FORTH IN THIS NOTICE AND DISCLOSURE.

THE UNDERSIGNED PURCHASERS’ SIGNING OF THIS NOTICE AND DISCLOSURE IS A MATERIAL CONSIDERATION FOR SELLER’ SALE OF THE PROPERTY TO THE UNDERSIGNED PURCHASERS.

**BISign

SIGNATURE OF PURCHASER

Signed by:
Sanjeev Kumar
SIGNATURE OF PURCHASER

BRITTON
HOMES

INSULATION ADDENDUM TO EARNEST MONEY CONTRACT

DATE: 02/07/2025

PURCHASERS: Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive (the "Property")

Purchaser(s) above and Perry Homes, LLC d/b/a Britton Homes ("Seller" or "Britton Homes") agree the following is inserted into Paragraph 4.5 of the Earnest Money Contract:

- 4.5 INSULATION. Pursuant to part 460 of the Federal Trade Commission Regulations, Purchaser is furnished with the following information relating to the insulation installed (or to be installed) in the home being purchased. The type of insulation installed (or to be installed) in the following locations is as indicated below:
- a. in 4-inch deep exterior walls -- Fiberglass Batts, at least 3 1/2 inches thick (as supplied), which according to the manufacturer will yield an R-value of 13;
 - b. in ceilings below attic spaces in all areas -- Blown Fiberglass, which according to the manufacturer will yield an R-value of 38 (except for such areas in which Blown Fiberglass cannot be installed due to lack of access);
 - c. in non-blowable attic areas (including vaulted, sloping and/or mansard (cathedral) ceilings) -- Fiberglass unfaced Batts, which according to the manufacturer will yield an R-value of 22;
 - d. in ceilings of garages or other unconditioned or outdoor (non-living) spaces with living quarters above -- Fiberglass unfaced Batts, which according to the manufacturer will yield an R-value of 30; and
 - e. in 6-inch deep exterior walls, -- Fiberglass Batts, at least 6 1/4 inches thick (as supplied), which according to the manufacturer will yield an R-value of 19.

Thicknesses of insulation in confined spaces may vary due to the size of the space. Thicknesses, types, and R-ratings of the insulation on a particular home may vary from these specifications, so Purchaser is advised to check the labels in the home for the most accurate information concerning insulation used in the home. All stated R-values are based on information provided by the manufacturer(s).

PURCHASER:

Signed by: 
PURCHASER
71502FEC7C694D6

Signed by: 
PURCHASER
13648A45EEAB477

SELLER:

BRITTON HOMES

DocuSigned by: 
BY: 
SALES PROFESSIONAL
E66C8EFD850446

BRITTON HOMES

DISCLOSURE REGARDING PERRY HOMES EXPRESS LIMITED WARRANTY

DATE: 02/07/2025

PURCHASER(s): Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

Perry Homes d/b/a Britton Homes (“Britton Homes”) welcomes you as a prospective owner of a Britton Home. We recognize that you are making a significant investment by purchasing this home and that is why Britton Homes is providing you the Perry Homes Express Limited Warranty (“Warranty”). A copy of the Warranty is available online at www.perryhomes.com.

This document is not intended as a substitute for the actual Warranty. It will, however, generally describe the Warranty. You should investigate the Warranty more thoroughly by reviewing the copy of the Warranty provided to you.

- The Warranty sets out information about the warranties applicable to new home construction.
- The Warranty sets out some homeowner responsibilities, exceptions and exclusions.
- The Warranty sets out the performance standards for components of a home subject to a minimum warranty of two years for workmanship and materials, plumbing, electrical, and heating and air-conditioning and ventilation delivery systems.
- The Warranty sets out the performance standards for major structural components subject to a minimum warranty period of ten years.
- The Warranty defines the implied warranty of habitability.
- The Warranty explains that there are different warranty periods for different components of the home:
 - Two years for workmanship and materials, plumbing, electrical, heating, air-conditioning and ventilation delivery systems;
 - Ten years for major structural components of the home; and
 - Ten years for the warranty of habitability.
- As the title suggests, the Warranty is a **LIMITED WARRANTY**. It does not cover all of the things that may go wrong with your home. Some of the components that make up your home are not covered by the Warranty at all. Of those components that are covered, many are covered for a shorter period of time than ten (10) years.
- Even though a particular component of your home may be covered by the Warranty, it is possible that the particular problem you are having with that component does not require that any action be taken under the Warranty.
- The Warranty sets out some of the responsibilities that are required of the homeowner.

Once you take possession of your new home, you are in control of a number of environmental and maintenance factors. Failure to exercise all reasonable precautions and homeowner maintenance could result in damage situations for which Britton Homes might not be responsible.

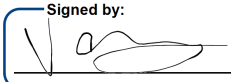
The following are some examples of your homeowner maintenance obligations:

- You should not change, or allow others to change, any drainage patterns; nor should you, through inadequate maintenance, permit the drainage slopes to “degrade” due to settlement. This will assure that any water falling on the lot will flow positively away from the home foundation and slab.
- Roof drainage system must be maintained, intact, clear-flowing and discharging away from your home, as initially installed.
- You must exercise your best efforts to assure that the moisture content of the soils supporting your home is relatively constant. This can, and must, be accomplished by managing the condition of the soils within a five (5’) foot “zone” around the perimeter of your home. This area must not be allowed to dry excessively, nor should excessive water be allowed to accumulate in this zone.
- You should contact Britton Homes regarding matters that you think are covered by the Warranty. You may submit warranty requests online at www.perryhomes.com.

Your signature is your acknowledgment that you have read this document and received a copy of the Warranty. BETWEEN NOW AND THE CLOSING, YOU SHOULD REVIEW THE WARRANTY CAREFULLY SO THAT YOU WILL UNDERSTAND EXACTLY WHAT IS -- AND WHAT IS NOT -- COVERED BY THE WARRANTY. Please understand that while the Britton Homes sales staff is available to assist you in any way it can, the interpretations stated by those persons regarding the meaning or the scope of the Warranty cannot and will not bind Britton Homes if that person’s interpretations are inaccurate.

You, as Purchaser(s), and Britton Homes, as Seller, agree that the construction standards set forth in the Warranty, shall, to the extent allowed by law, constitute the sole and exclusive standards for the manner, performance and quality of construction for the home you are purchasing, except as otherwise agreed in writing by an authorized representative of Britton Homes.

PURCHASER(S):

Signed by:

Signature of Purchaser

Signature of Purchaser

BRITTON HOMES:

DocuSigned by:
Michelle Stewart
Signature of Sales Professional

Michelle Stewart
Print Name

BRITTON HOMES

NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

DATE: 02/07/2025

PURCHASERS: Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

NAME OF RESIDENTIAL COMMUNITY: Fields 60' Lot

As a purchaser of property in the residential community in which this property is located, you are obligated to be a member of a property owners' association. Restrictive covenants governing the use and occupancy of the property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk.

You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of your property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

2/8/2025 | 2:26 PM CST
Date

Signature of Purchaser

2/8/2025 | 2:23 PM CST
Date

Signature of Purchaser

BRITTON HOMES

DocuSigned by:
Michelle Stewart
Sales Professional

DISCLOSURES AND HOMEBUYER ACKNOWLEDGMENT



IMPORTANT - PLEASE READ BEFORE SIGNING

NOTICE TO BUYERS IN BROOKSIDE THE FIELDS

(At time of Earnest Money Contract)

DATE: 02/07/2025

BUYERS: Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

The undersigned purchaser(s) (also known as “**Buyer**”) acknowledges and understands that:

This Disclosure is executed in connection with the Homebuyer Purchase Agreement dated 02/07/2025 (the “**Agreement**”) between the undersigned Buyer and Britton Homes (“**Seller**”) for Buyer’s purchase of certain real property and improvements thereon (the “**Property**”), located in the Fields™ development (“**Fields**”), which Property is more particularly described in the Agreement.

This Disclosure provides a brief summary of matters concerning Fields, and the development of property in and around Fields that may be material to a decision to buy a home in Fields. However, this Disclosure is not intended to be a comprehensive description of all matters that may be material to a decision to purchase a home in Fields and should not be a substitute for a careful review of the Agreement and all plats, plans and other legal documents referenced in the Agreement.

1. **PLANNED COMMUNITY.**

(a) **Land Uses.** The Property described in the Agreement will be part of a planned community known as Fields, envisioned by FHQ Development Partners LP and its affiliates (collectively, the “**Master Developer**”). Fields is planned to blend various land uses, including but not limited to, residential, commercial, hotel, office, institutional, governmental, cultural, civic and recreational uses, in a physically and functionally integrated manner, with pedestrian and vehicular access, green space and other connections throughout the community. Housing within Fields may include single family homes (for sale and for rent), multiplexes, townhomes, condominiums, apartments and other forms of multi-family dwellings. Commercial uses may include, among other things, retail, restaurants, bars, industrial uses, and entertainment establishments. There is no guarantee as to the specific retailers or types of businesses that may choose to locate in Fields or the hours that such businesses may be open. The particular mix of nonresidential uses within Fields may change over time.

(b) **Master Plan.** The development of Fields is expected to take many years, and the Master Developer reserves the right to modify the master plan from time to time in its sole discretion. As a result,

the types, location, and density of various uses that may be developed within Fields may differ from those currently planned or depicted on maps, plans, brochures, and other materials. The number, size, and location of roads, parks, trails, and other community features are all subject to change and could affect traffic patterns, lighting, distances between the Property and other components of the community, and views. There is no guarantee that the view from the Property will remain unchanged. Changes in the master plan might also impact and cause changes to planned roads, the interchanges and exits relating to access to and from the Property, and various other road and transportation features that are planned for future development in and around Fields. Undeveloped parcels that look like parks, green spaces and open areas, unless officially dedicated or designated as such on a recorded plat, are reserved for future development as part of the long term development plan for Fields.

(c) **Subdivision Improvements.** Because Buyer is purchasing the Property prior to the completion of construction on other parcels, lots and streets in and around Fields and the surrounding roads, parkways etc., there may be certain inconveniences until all such construction is completed. Buyer waives all claims with respect thereto (e.g., noise, lights, construction debris, odor, development and construction traffic, congestion etc.). Buyer agrees that if Buyer, Buyer's family, guests, employees, agents or invitees enters onto any area of construction or development within Fields, they do so at their own risk. Neither Seller, nor Master Developer, nor Seller's or Master Developer's affiliates, contractors, agents, or employees, shall be liable for any damage, loss or injury to such person.

(d) **Commercial and Retail Districts; Civic and Recreational Facilities.** The Property may be situated in close proximity to commercial areas, schools, civic, governmental, and sports and recreational uses, including a golf course, and may be affected by traffic, parking, noise, odors, and lights associated with the existence or operation of such uses, including from trucks and personnel providing service or supplies before, during and after operating hours, and parking of vehicles on public streets by customers and others. Buyer, by entering into the Agreement, expressly acknowledges and assumes the risk of any impacts on the Property from its proximity to other uses.

(e) **Expansion of Fields.** The Fields development may be expanded in accordance with and without the consent of any person except as required under the terms of the Charter. Buyer acknowledges that there is no obligation on the part of the Founder under the Charter, or any other person or entity, to expand the Fields development beyond the bounds of the property presently subject to the Charter.

(f) **Common Open Space and Conservancy Areas.** The Property may be located adjacent or in close proximity to open space which may be improved with landscaping and other features intended for the use and enjoyment of residents of the Fields development or which may be left in a more natural or relatively undisturbed state. The level of maintenance which may be provided to such areas may vary from regular, weekly maintenance to intermittent or no maintenance, depending on the nature and intended uses of the particular area.

Common open space areas intended to be left in a more natural or relatively undisturbed state may include a variety of native plant, animal and insect species, creeks, fallen trees, and other naturally occurring conditions, some of which may pose hazards to persons or pets coming in contact with them. No person shall have any responsibility for providing maintenance in such areas or taking action to abate such conditions.

2. **RESIDENTIAL ASSOCIATION.**

(a) **Governing Documents.** In addition to the Development Agreement, the Property is subject to the Charter for Fields Residential Properties dated July 20, 2021, recorded in the Official Public Records of Denton County, Texas as Document No. 131823, as it may be supplemented and amended ("**Charter**") as well as the architectural guidelines and the use restrictions and rules adopted pursuant to the

Charter and the articles of incorporation and by-laws of Fields Residential Association, Inc. (“**Residential Association**”) (collectively, the “**Community Documents**”). Such Community Documents shall prevail over any supplemental covenants, conditions, and restrictions which Builder may impose on the property, in the event of any inconsistency between them. The Community Documents are subject to amendment as provided in those documents and Buyer shall be bound by any such amendments, whether or not Buyer has consented to the specific amendment. Any such amendments shall not be a cause or reason for termination or revision of the Agreement by Buyer. All residential property that is subject to the Charter is referred to in the Charter as the Residential Community.

(b) **Membership in Residential Association.** Upon taking title to the Property, Buyer will become a member of the Residential Association, and shall remain a member so long as Buyer holds title to the Property, or other residential property in the Fields development. The Charter refers to homesites in the Residential Community as “Units” and provides that Units will be grouped into “Neighborhoods” to facilitate a system of representative voting as to matters which the Community Documents require approval of the Residential Association’s membership. Units in a Neighborhood may include more than one housing type. The Charter authorizes the Residential Association to levy assessments against the Property for a pro rata share of the common expenses of the Residential Association and for other items as more fully described in the Charter. If the Property is part of a “Service Area”, as defined in the Charter, then in addition to the annual base assessments which the Residential Association levies on all lots subject to the Charter, the Property will be subject to service area assessments for additional services or benefits that the Residential Association provides to lots within the Service Area. All such assessments will be the personal obligation of Buyer, as owner of the Property, and shall constitute a lien against the Property if not paid. Buyer is advised to request information from the Residential Association as to the current assessments applicable to the Property. The Charter authorizes the Master Developer, as the "Founder" thereunder, and the Residential Association to enter into agreements with the Founder or third parties for the provision of services to homes in Fields and to include each owner's share of the costs of such service in the assessments levied by the Residential Association. Such services may include, without limitation, community technology systems and services, such as cable and telecommunications services, internet access, and security.

By signing below, Buyer acknowledges that Buyer has received and had the opportunity to review copies of the Community Documents and has been advised of Buyer’s right to request a statement from the Residential Association regarding any delinquent assessments and other charges levied against the property.

(c) **Private Amenities.** There may be certain private amenities constructed within or in the vicinity of the Fields development, including a golf course, that, if constructed, may be privately owned and operated by persons or entities other than the Residential Association on a commercial basis, as a membership club or otherwise. Such amenities may be made available for use by residents of the Development on such terms and conditions as are established by the owner or operator from time to time; however, no guarantees are made that such facilities will be made available. Buyer acknowledges that no person is authorized to make any representations, either verbal or written, that suggest that Buyer has any guaranteed or vested right to use such amenities, acquires any interest in such amenities, or that such amenities are owned by or will become “Common Area” (as defined in the Charter) of the Residential Association.

(d) **Architectural Review Committee.** Buyer acknowledges that all construction and landscaping on the Property and any modifications thereto are subject to prior approval in accordance with the Charter and the architectural guidelines (“**Architectural Guidelines**”), as amended from time to time, and as mandated by the Charter and administered by the Founder or Architectural Review Committee as defined in the Charter. Buyer agrees to provide the plans and specifications and other materials required by the Architectural Guidelines at each step of the review process and to cooperate with the reviewing entity in providing any and all additional information reasonably requested. In addition, Buyer agrees to pay to

the reviewer of such plans and specification in accordance with the Charter and the Architectural Guidelines the review fee being charged at the time the plans and specifications are submitted. In the event of disapproval of Buyer's proposed plans at any point, Buyer agrees to work diligently and in good faith to revise the plans to address all of the reviewing entity's objections and resubmit them to the reviewing entity until such plans are approved. Buyer agrees not to permit any construction activities to commence on the Property until plans have been approved pursuant to the Charter and the Architectural Guidelines. In the event Buyer's plans are approved and Buyer does not commence construction within the time set forth in such approval, Buyer must re-submit the plans for approval and shall be obligated to pay the review fee being charged at such time.

(e) **Working Capital Contribution.** Upon the sale or transfer of title to a home or Unit in Fields to any person other than the Founder, a Founder Affiliate or a Builder designated by the Founder (as such terms are defined in the Charter), such new owner is required to make a contribution to the working capital of the Residential Association at closing in an amount equal to one-fourth (1/4) of the annual Base Assessment per home or Unit for that year as set forth in Section 12.9 of the Charter. Such contribution shall not be considered an advance payment of any assessments thereafter coming due.

(f) **Lifestyle Fee.** Upon resale or other transfer of title to a home or lot in Fields by a person other than the Founder or a Builder designated by the Founder, the transferring owner may be required to pay a Lifestyle Fee, as defined in Section 12.11 of the Charter, to the Residential Association in an amount not to exceed one-half of one percent (0.5%) of the gross sales price of the Property, subject to certain exceptions as set forth in Section 12.11(d) of the Charter.

(g) **Notice of Transfer of Title.** Pursuant to Section 7.1(c) of the Charter, Buyer is required to give at least seven (7) days' written notice to the Residential Association prior to any transfer of title to the Property and pay any and all applicable fees or costs relating thereto pursuant to the Charter. Until such written notice is received by the Residential Association, Buyer shall remain jointly and severally liable with the new owner for all obligations under the Community Documents relating to the Property, including payment of all assessments, notwithstanding the transfer of title to the Property.

(h) **Leasing of Units.** The Charter contains certain restrictions on leasing of Units in Fields. Buyer is advised to read such restrictions prior to purchasing the Property.

3. **GENERAL.**

(a) **Flood Insurance.** The Property may be located within a special flood area requiring the owner to purchase flood insurance under the National Flood Insurance Program. Flood plain classifications are subject to change by the Federal Emergency Management Agency ("FEMA") and Buyer is advised to consult FEMA for current flood plain information for the Property. Seller and Master Developer make no representations or warranties concerning the current or future flood plain classification of the Property, or whether the Property will or will not flood.

(b) **No Joint Venture.** **SELLER IS NOT AFFILIATED IN ANY WAY WITH MASTER DEVELOPER NOR ANY OF MASTER DEVELOPER'S PARTNERS.** The relationship between Seller and Master Developer is not intended to be and shall not in any way be construed to be that of co-developers, or that of a partnership, joint venture, or principal and agent. Master Developer is not a party to the Agreement and is not responsible for any obligations of Seller, as Builder under the Agreement. Any control exercised by Master Developer with respect to any property within Fields or any documents or matters related to Fields is solely for the purpose of protecting Master Developer's interests and property values. Any approval granted by the Master Developer or its representatives is solely for the Master

Developer's benefit, and no Builder nor any third party may rely upon Master Developer's approval for any other purpose. This Disclosure was prepared by Master Developer, and Seller has agreed to deliver this Disclosure to Buyer. Seller does not make any warranties or representations regarding the matters set forth in this Disclosure.

(c) **No Reliance.** Buyer has entered into this Disclosure and the Agreement without reliance on any warranties, statements or representations, either written or oral, express or implied, by Master Developer or Seller, or by any agent, employee or representative of Master Developer or Seller, relating to the marketability or investment potential of the Property, the legal or tax consequences of the Agreement and this Disclosure, the purchase or ownership of the Property, or other matters, including, without limitation, potential appreciation or resale value of the Property, the availability of any schools near the Property, the existence of any "view" from the Property or that any existing "view" will not be obstructed in the future, or any past or future use of the Property or any adjacent property. Buyer warrants and represents that if such matters are concerning, Buyer has sought and obtained independent advice relative thereto. **IN ENTERING INTO A CONTRACT TO PURCHASE A HOME FROM SELLER, BUYER IS RELYING ON BUYER'S OWN INVESTIGATION AND JUDGMENT AS TO SELLER'S CONSTRUCTION AND FINANCIAL CAPABILITIES. MASTER DEVELOPER DOES NOT WARRANT OR GUARANTEE SUCH CAPABILITIES, NOR DOES MASTER DEVELOPER WARRANT OR GUARANTEE THE DESIGN, ENGINEERING, CONSTRUCTION, USE, BENEFITS, OR VALUE OF THE PROPERTY BEING PURCHASED BY BUYER FROM SELLER, ANY REPRESENTATIONS MADE BY SELLER OR ITS AGENTS, OR THE PERFORMANCE OF ANY OF SELLER'S OBLIGATIONS TO BUYER UNDER THE AGREEMENT OR OTHERWISE.**

(d) **On-Site Inspection.** Buyer confirms it has made an on-site inspection of the Property prior to signing the Agreement.

[Signatures Begin on Next Page]

BY SIGNING BELOW, BUYER ACKNOWLEDGES AND AGREES THAT (I) BUYER HAS READ AND FULLY UNDERSTANDS ALL THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS DISCLOSURE, AND (II) BUYER IS HEREBY DEEMED TO HAVE AGREED TO THE FOREGOING AND HAVE ACCEPTED THE PROPERTY SUBJECT TO ALL OF THE MATTERS DESCRIBED ABOVE.

BRITTON HOMES

2/8/2025 | 2:26 PM CST

Date

DocuSigned by:
By: *Michelle Stewart*
Sales Professional

BUYERS’ ACKNOWLEDGMENT

THE UNDERSIGNED BUYERS HEREBY ACKNOWLEDGE THAT: (A) THEY HAVE RECEIVED, READ AND UNDERSTOOD THIS NOTICE AND DISCLOSURE; (B) BRITTON HOMES WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE UNDERSIGNED BUYERS IF THEY HAD NOT SIGNED THIS NOTICE AND DISCLOSURE; (C) NEITHER BRITTON HOMES NOR ITS EMPLOYEES HAVE MADE ANY REPRESENTATIONS OR WARRANTIES THAT EXPRESSLY OR IMPLICITLY CONTRADICT THE INFORMATION CONTAINED IN THIS NOTICE AND DISCLOSURE; AND (D) BRITTON HOMES DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE MATTER SET FORTH ABOVE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, DESIGN OR PRESENT OR FUTURE VALUE.

THE UNDERSIGNED BUYERS ACKNOWLEDGE THAT IN PURCHASING THE PROPERTY, (I) THEY ARE RELYING ON THEIR OWN JUDGMENT RESPECTING THE INFORMATION CONTAINED IN THIS NOTICE AND DISCLOSURE AND (II) THEY ARE NOT RELYING ON ANY PROMISE, STATEMENT, REPRESENTATION, OR AGREEMENT OF ANY AGENT OF BRITTON HOMES RESPECTING THE INFORMATION SET FORTH IN THIS NOTICE AND DISCLOSURE OTHER THAN THE INFORMATION SET FORTH IN THIS NOTICE AND DISCLOSURE.

THE UNDERSIGNED BUYERS’ SIGNING OF THIS NOTICE AND DISCLOSURE IS A MATERIAL CONSIDERATION FOR BRITTON HOMES’ SALE OF THE PROPERTY TO THE UNDERSIGNED BUYERS.

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

11/2024

PERRY HOMES
NOTICE TO PURCHASERS CONCERNING REAL PROPERTY TAXES
FIELDS

PURCHASER (S): Vandana Kumar Sanjeev Kumar

PROPERTY ADDRESS: 3611 Lacefield Drive

Purchasers have signed an Earnest Money Contract for the purchase of a home at the above property address ("Property"). The purpose of this Notice is to inform you of certain matters involving real property taxes, as follows:

As Perry Homes acquires title to Property, the Appraisal District is informed of the change of ownership. This entitles Perry Homes to give the County Appraisal District Perry Homes' opinion of the value of the Property.

During the early part of April, Notices of Appraised Value are sent out by the County Appraisal District to those who have filed a rendition or to the record owner of the Property as of January 1st, whichever is applicable. Perry Homes is not responsible, and does not undertake, to notify you of the Notice of Appraisal Value received by Perry Homes for property sold after January 1.

At your closing, tax prorations and your mortgage company escrow amounts will be calculated based upon the value of the property on January 1st, which is often significantly less than the full improved market value of the property. The following year you should expect your mortgage company to increase your escrow amount because your taxes will be calculated based upon the full improved **market value** of the property.

Any protests of valuation must be filed with the County Appraisal District by May 15th. You may file a protest of the valuation on, or before, May 15th in the same manner as the owner who owned the Property on January 1st. Perry Homes is not obligated, and does not undertake, to protest any valuation.

In connection with your closing, Perry Homes will sign a General Warranty Deed ("Deed") conveying title to you. The title company will send the signed Deed to the county clerk's office to be recorded. Depending on the county in which the Property is located, you will receive the original recorded deed either directly from the county clerk, or from the title company. After you receive your recorded deed, you should forward a copy to the County Appraisal District (s) in order to have the ownership of the Property changed to your name.

Depending on the time of the year that you are closing, the time that a change of ownership is sent and / or the time that the taxing authorities send out tax statements, you may not receive your tax statements in a timely manner. **It is your responsibility or the responsibility of your mortgage company to obtain tax statements** by contacting all taxing jurisdictions. Tax rates for the current year are set by each taxing jurisdiction during October - December of every year. **Real property taxes are delinquent February 1st.** If February 1st is drawing near and you have not received a tax bill, contact your local tax offices.

For further information, please review the publication, entitled, TAXPAYERS' RIGHTS, REMEDIES, AND RESPONSIBILITIES, which is issued by the State Property Tax Board.

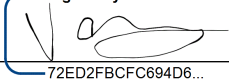
For your convenience, the applicable tax information for the Property is as follows:

2024 TAX RATES			
TAXING ENTITY	PHONE NUMBER	WEBSITE	TAX RATE PER \$100 VALUATION
DENTON COUNTY	940-349-3500	www.dentoncounty.gov	0.187869
CITY OF FRISCO	Collected by Collin County		0.425517
FRISCO ISD	972-547-5020	www.dentoncounty.gov	1.056900
TOTAL			\$ 1.670286

All entities are appraised by Denton Central Appraisal District.
Address: 3911 Morse St, Denton, TX 76208 Phone: 940-349-3800 Web: www.dentoncad.com

THE UNDERSIGNED, AS PURCHASERS OF THE ABOVE DESCRIBED PROPERTY, HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING INFORMATION AND THE ATTACHMENTS DESCRIBED IN THE FOREGOING

PARAGRAPHS.

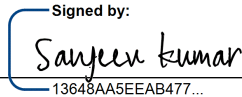
Signed by:


(SIGNATURE OF PURCHASER)

2/8/2025 | 2:26 PM CST

(DATE)

Vandana Kumar
(PRINT NAME)

Signed by:


(SIGNATURE OF PURCHASER)

2/8/2025 | 2:23 PM CST

(DATE)

Sanjeev Kumar
(PRINT NAME)