



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

08-18-2014

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

15415 Stable Oak Drive

Cypress

(Street Address and City)

The Stable Gate HOA (CIA Services: 713-981-9000)

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES: Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ **250.00** and Seller shall pay any excess.

D. DEPOSITS FOR RESERVES: Buyer shall pay any deposits for reserves required at closing by the Association.

E. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer _____

DocuSigned by: *Shane Scroggs* 6/24/2019

Seller *Shane Scroggs*

Buyer _____

DocuSigned by: *Jared Scroggs* 6/20/2019

Seller *Jared Scroggs*

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-8. This form replaces TREC No. 36-7.

TREC NO. 36-8

CLARIFICATION OF SELLER'S EXCLUSIONS

Property Address: 15415 Stable Oak Drive, Cypress, TX 77429

The land, improvements, accessories, and certain electronic equipment are referred to as the "Property". Unless otherwise listed under exclusions, all attached or mounted improvements, accessories, and electronic equipment and accessories will remain a part of the property.

Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

Accessories: The following describe related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for garage door openers, entry gate controls, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

Electronic Equipment and Accessories: The following describe related electronic equipment and accessories, if any: television antennas, satellite dish system and equipment, controls for satellite equipment, wall mounted televisions and mounts, home automation equipment and controls, electronic security cameras, equipment, and controls, built-in projectors, screens, audio visual and related equipment, wall mounted speakers, and controls.

Exclusions: The following improvements and accessories will be retained by Seller and must be removed from the property prior to delivery of possession:

water softener, media equipment, refrigerator, washer and dryer

Buyer Date

DocuSigned by:
Shane Scruggs 6/24/2019
FP017E7E5B01401...
Seller Date

Buyer Date

DocuSigned by:
Jared Scruggs 6/20/2019
096D756C855B47A...
Seller Date

IMPORTANT NOTICE REGARDING WIRE FRAUD



Wire fraud has become a major issue in real estate transactions locally and across the nation. To help protect you and your funds, RE/MAX Legends **highly** recommends a cashier's check for closing funds. If a wire is needed or required, proceed with extreme caution. **It is imperative for you to personally verify wiring instructions with the title company directly via a confirmed phone number before sending any wire.**

Your Realtor will never send you wiring instructions. RE/MAX Legends will never send you wiring instructions. If you receive any wiring instructions that appear to be from your Realtor and/or from RE/MAX Legends, assume they are fraudulent and immediately call your agent to discuss. You can call RE/MAX Legends at 281-440-7900.

The contract for your home should have the title company's main phone number listed on it, or you can contact your Realtor or a RE/MAX Legends team manager (281-440-

7900) to be provided with the appropriate information. **If you receive wiring instructions from the title company, you must personally call the title company and confirm the instructions.** Each title company will have their own method of delivery when providing wiring instructions and can discuss those methods with you directly via phone.

There have been many cases this year, both locally and throughout the country, in which a buyer or seller unknowingly received fraudulent wiring instructions, wired funds to the fraudulent account, and therefore **lost their money.** We do NOT want this to happen to you! Be aware & be diligent.

By signing this notice, you are stating that you understand that wire fraud is a serious issue. You understand and agree that you are responsible for the protection of your funds and for confirming wiring instructions for your transaction directly via phone with the title company. You also understand that you have the recommended option of bringing a cashier's check to closing, made payable to the title company.

DocuSigned by: Shane Scruggs 6/24/2019
 Seller _____ Date

 Buyer _____ Date

DocuSigned by: Jared Scruggs 6/20/2019
 Seller _____ Date

 Buyer _____ Date