

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

	3106 Pemberton Walk Houston
	(Street Address and City)
	APC PROPERTY MGMT / 713-402-9056 (Name of Property Owners Association (Association) and Phone Number)
Α.	to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described 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 to 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, whicheve 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 subdivision and the subdivision information of the contract at any time prior to closing and the subdivision information of the subdivision information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the subdivision information of
	earnest money will be refunded to Buyer. 2. Within days after the effective date of the contract, Buyer shall obtain, pay for, and delive copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within 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 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 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 not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resaccertificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer Seller fails to deliver the updated resale certificate within the time required.
	X 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 Subdivisi Information ONLY upon receipt of the required fee for the Subdivision Information from the parties of the parties o
ь	obligated to pay.
В.	MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller st promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller (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.	
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 a updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer do not require the Subdivision Information or an updated resale certificate, and the Title Company requires informati from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, a a waiver of any right of first refusal), X Buyer Seller shall pay the Title Company the cost of obtaining to information prior to the Title Company ordering the information. DTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the second content of th
Pro	sponsibility to make certain repairs to the Property. If you are concerned about the condition of any part of to operty which the Association is required to repair, you should not sign the contract unless you are satisfied that to be a superior of the contract unless are satisfied that to be a superior of the contract unless you are satisfied that the contract unless
ASS	sociation will make the desired repairs.
	Robert W Fogal III 08/02/2020
Buy	yer
Buv	yer 08/02/2020 08/02/2020 08/02/2020
1	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

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