

10811

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is entered into by Westin Homes and Properties, L.P. d/b/a Westin Homes ("Seller"), and **Ashton Saunders & Danielle Saunders** ("Buyers") (whether one or more), by which Seller agrees to sell and Buyers agree to buy the following parcel of land, including all improvements provided herein, ("Property"): located on **Lot 11, Block 1, of Tuscan Lakes Section SF 65-1**, a subdivision of **Galveston County, Texas**. The street address of the Property is **2747 San Nicolo Lane, League City, Texas 77573**. The house located on the Property is/will be Seller's plan name: **The Wilsher A**.

1. **The Improvements**: The Property includes all improvements (the Improvements) which are to be constructed in substantial compliance with the plans and specifications of Seller's plan as indicated above (on file in Seller's offices), which together with any changes described in any addendum to this Agreement or Change Order Request or other modification of the plan hereafter "signed off on" or approved by Buyers and Seller and all Selection Sheets hereafter signed by Buyers which are hereafter collectively referred to as the "Plan." Buyers have reviewed all marketing material provided to him/her/them by Seller and understand that those marketing materials do not constitute a part of the "Plan" as described herein. Buyers do not rely on any such marketing material in forming his/her/their decision to enter into this Agreement. Buyers may have visited or inspected a model home or other residence constructed by Seller but represent to Seller that they are not relying on any marketing material or feature or item in any model home (or other home constructed by Seller) with the exception that the home hereby contracted for will have the same or similar features or items. The fact that items or elements are incorporated into a model home does not mean that such features are "standard" or are included in the Purchase Price of the home (or other home constructed by Seller) which is the subject of this Purchase Agreement. On the contrary, Buyers understand that many of the features in model homes are "upgrades". The specifications attached to this Purchase Agreement identify the only features or items which are included in the home for the Purchase Price and the fact that other or additional or different features or items may be included in a model home or other residence constructed by Seller (or any other builder) does not mean that they will be included in the home being purchased by Buyers.

2. **Purchase Price**: The purchase price of the Property is:

- (a) Base Price: \$510,990
- (b) Lot Premium: \$0
- (c) Price **Before** Buyers' Options: \$510,990 (This is not the final sales price).
- (d) **Total Purchase Price**: Refer to Homeowner Transaction Summary

Buyers have deposited with Seller the sum of \$5,000 as earnest money to be credited at Closing against the purchase price.

INITIAL AS & DS THIS IS AN INVENTORY HOME. BUYERS UNDERSTANDS AND AGREES THAT EARNEST MONEY DEPOSITS FOR INVENTORY HOME IS NON-REFUNDABLE ONCE THE PURCHASE AGREEMENT IS ACCEPTED BY SELLER.

INITIAL _____ & _____ THIS IS A TO-BE-BUILT HOME. BUYERS UNDERSTANDS AND AGREES THAT EARNEST MONEY DEPOSITS ARE NON-REFUNDABLE 14 CALENDAR DAYS AFTER PURCHASE AGREEMENT IS ACCEPTED BY SELLER.

Buyers acknowledge and agree that the Earnest Money will be paid to Seller as liquidated damages for the time the Property was held off the market and not made available for sale. Payments or deposits for Custom Choices and Change Requests will be governed by Section 10 of this Agreement and the Homeowner Transaction Summary, and may not be refundable.

3. **Changes and Upgrades**: Custom Choices, Upgrades, or Change Requests must be made at time of selection or request for same. Buyers shall pay Seller the remainder of the purchase price at Closing. The purchase price includes the price of the improvements already constructed on the Property or the improvements to be constructed in substantial conformity with the plan referenced above. The Custom Choices, Upgrades, or Change Requests, if any, and their price, along with a statement that they are included in the total purchase price, should be listed on a Homeowner Transaction Summary. If Buyers make Custom Choices, Upgrades, or Change Requests (for which they must submit a signed Change Order Request to Seller and Seller must approve the Change Order) the Purchase Price may change. If so, the revised Total Purchase Price will be stated on a Homeowner Transaction Summary or in the Change Order or both. The amount of required deposits will change if Custom Choices, Upgrades, or Change Requests are added after this Purchase Agreement (Agreement) is signed. The additional required deposits will be shown on a Homeowner Transaction Summary and will be treated as additional earnest money.

Buyers' Initials: AS & DS K

4. Financing: (Check the applicable blank:)

A. X THIRD PARTY FINANCING. Buyers must apply for a mortgage loan (Loan) within five (5) business days after the Effective Date, and diligently attempt to obtain Loan approval, including delivery of any information or verification to Buyers' lender within ten (10) business days of their request. Buyers grant permission to Buyers' Lender (Lender) to disclose all pertinent information directly to the Seller. Buyers understand and acknowledge that due to the extent of the options and/or upgrades which Buyers have chosen to finance into the purchase price of the home, the appraised value of the home may not equal the purchase price. Should this occur, Buyers understand that the full amount of the options/upgrades may not be financeable. ~~Buyers understand that Buyers are responsible for paying the difference between that contract price and the appraisal as required by the lender.~~

B. ALL CASH. This sale is not subject to Buyers obtaining a loan. Within Five (5) business days after the Effective Date or Seller's request, Buyers will provide whatever proof Seller requires to show that Buyers have funds sufficient to close this sale.


5. BUYERS' OBLIGATIONS: Buyers must provide Seller with written **unconditional Loan approval indicating approval of a loan in an amount sufficient to pay the non-cash portion the total Purchase Price within Thirty (30) days after the Effective Date, or by the Closing Date (as defined below under section 11), whichever occurs first.** Loan approval must be from the Lender that will fund the loan and not a "pre-approval" or "pre-qualified" letter from a mortgage broker. If Buyers are unable to obtain financing by the foregoing deadline, Buyers must notify Seller in writing of such inability to secure financing. Notwithstanding the foregoing, obtaining the Loan or cash required to close is Buyers' obligation. If Buyers fail to comply with the foregoing terms regarding loan application and approval, or verification of funds, Buyers will be in breach and Seller may terminate this agreement and retain all of Buyers' Deposits as liquidated damages for Buyers' breach. Time is of the essence with respect to Buyers' financing and closing obligations.

6. SELLER'S OBLIGATIONS: At Closing, Seller shall deliver the following to Buyers: a) special warranty deed to the Property, subject to all valid matters of record affecting the Property, including notice to all subsequent purchasers of the Limited Warranty applicable to the Property and the reservation and/or exception of all oil, gas, and other minerals, any vendor's lien assigned to Buyers' lender to secure payment of any deed of trust loan, any vendor's lien to secure payment of certain community association assessments and charges applicable to the Property, any drainage easements reserved by Seller and a disclaimer of the implied warranty of goods and workmanlike construction; b) owner's policy of title insurance, at Buyers' option and expense, but not as a condition to closing, in the amount of the purchase price, subject to the provisions stated in (a) above and printed exceptions contained in the standard form of owner policy promulgated by the Texas State Board of Insurance; c) if applicable, statutory notice that the Property is located in a municipal utility district and a water control and improvement district; and d) a non - foreign affidavit.

7. WARRANTY: Buyers acknowledge receipt of a sample of the Bonded Builders Warranty Group (BBWG) Limited Warranty booklet which is incorporated herein by reference and which describes the only warranty from Seller to Buyers concerning the real property and Improvements which are the subject of this Agreement. Buyers acknowledge receipt of the BBWG Limited Warranty booklet and have either read it and understand its terms, or agree that he/she/they will read the Limited Warranty booklet prior to closing. By signing the Buyer Acknowledgment at (or prior to) closing, Buyers assure Seller that he/she/they fully understand the Limited Warranty. Buyers hereby accept the BBWG Limited Warranty IN LIEU OF ALL OTHER WARRANTIES, ORAL AGREEMENTS, PRIOR AGREEMENTS, OR REPRESENTATIONS OF ANY KIND, AND UNDERSTAND THAT SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE OR COMMON LAW, STATE OR FEDERAL LAW, AS TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, OR OTHERWISE TO THE EXTENT ALLOWED BY LAW. SELLER MAKES NO WARRANTY OF ANY KIND CONCERNING IMPROVEMENTS CONSTRUCTED, ADDED TO OR ALTERED BY BUYERS OR ANY PERSON OR ENTITY HIRED BY BUYERS.

Buyers and Seller agree and understand that Seller shall be responsible and liable to Buyers for warranty obligation for only two years following the earlier of Buyers' occupancy of the Property or the Closing Date, after which BBWG is solely responsible for any warranty item or other claim Buyers may have.

Buyers have been provided a sample warranty book and have read and understand them and the warranty issued and administered by Bonded Builders Warranty Group. Validation of the Warranty is not guaranteed, but is conditioned on the satisfactory completion of all required inspections, upon Seller's compliance with all of BBWG's enrollment procedures, and upon Seller remaining in good standing in the BBWG program. Buyers understand and agree that, if the above Warranty is validated, Seller retains its obligations under the Limited Statutory Warranties and Performance Standards created by the Texas Property Code for the first two years after the warranties are effective for the home. However, under the limited warranty book, the Seller's rights and obligations under the warranty on Major Structural Components are transferred to Warranty Underwriters Insurance Company, if a construction defect in a Major Structural Component first arises after the second year after the warranty is effective for the home. Buyers understand and agree the warranty of

Buyers' Initials: 

all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Buyers, effective on the date of closing. Except for purchasers of FHA or VA financed homes, Buyers acknowledge that the warranty includes a provision requiring all disputes that arise under the limited warranty to be submitted to binding arbitration.

Buyers understand that after the expiration of two (2) years from the Closing Date that Seller shall have no further warranty or contractual obligations to Buyers, and that all such obligations shall be the sole responsibility of BBWG, whether BBWG pays on the Buyers' claim or not.

Buyers understand that the BBWG Limited Warranty (and hence the only warranty given by Seller) does not cover claims, damages, or costs based upon the presence of toxic substances, including mold or fungus, regardless of how those conditions come about, and that Seller makes no representations, express or implied, that the real property or Home is free of "toxic substances" or of conditions or defects which could give rise to the growth of "toxic substances." Seller shall have no responsibility or liability of any kind based upon or arising from claims concerning the presence of toxic substances, regardless of how those conditions come about, including even if caused by Seller's negligence.


Buyers acknowledge that Seller, having transferred all warranty obligations for claims that may arise in years three (3) through ten (10) after the earlier of the date of Substantial Completion or the Closing Date, has no liability whatsoever to Buyers during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date and that Buyers shall make no claim against (or to) Seller during that time period and that Buyers shall make all claims during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date only to BBWG. Buyers acknowledge that BBWG is the only entity responsible for claims made by Buyers in years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date.

Buyers understand and agree that any warranty pertaining to all appliances, building products or other consumer products installed in the home is exclusively the obligation of the respective manufacturers or suppliers and is not Seller's obligation and that Seller shall assign all manufacturers' and suppliers' warranties to Buyers at closing. Seller shall have no liability or responsibility to Buyers with regard to any claims relating to products incorporated into the Home that have a manufacturer's warranty, all such warranties having hereby been assigned. SELLER SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH OR FOR ANY CONSEQUENTIAL, INCIDENTAL OR SECONDARY DAMAGES AND/OR LOSSES OR FOR ANY PUNITIVE DAMAGES THAT MAY ARISE OUT OF ANY DEFECT OR BREACH OF WARRANTY. Seller, for and in consideration of the Purchase Price, hereby assigns, grants, conveys and sells to Buyers any and all rights, title, obligations or claims under any manufacturer's warranty relating to any consumer products (e.g., furnace/ air conditioner, water heater, refrigerator, range, dishwasher, other appliances, equipment or other "consumer products," as defined by the Federal Trade Commission), or any other products which are the subject of a manufacturer's warranty, which have been incorporated into the Property. Buyers hereby represent that they have been offered copies of the manufacturers' warranties pertaining to such products and, if Buyers requested one or more of such warranties, that they received and reviewed copies of all applicable manufacturers' warranties. BUYERS UNDERSTAND AND AGREE THAT SELLER, IN NO WAY, MAKES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY CONSUMER PRODUCT OR OTHER PRODUCT INCORPORATED INTO THE PROPERTY, WHETHER THE PRODUCT MANUFACTURER PROVIDES A WRITTEN WARRANTY OR NOT. THERE ARE NO WARRANTIES BY SELLER, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OR INTENDED USE OF THE CONSUMER PRODUCTS OR ANY OTHER PRODUCTS WHICH ARE INCORPORATED INTO THE PROPERTY OR ARE OTHERWISE THE SUBJECT OF THIS ASSIGNMENT. Buyers expressly agree and understand that Seller will have no contractual or legal liability for any consumer product incorporated into the Property and that any claim relating to a consumer product incorporated into the Property shall be directed solely to the manufacturer of the consumer product.

8. Plans and Specifications: If the improvements have already been completed at the time of this Agreement, Buyers accept the improvements as built. If the improvements have not been completed on the effective date of this Agreement, Seller shall complete said improvements in substantial compliance with the plans and specifications referenced above, unless such plans are not approved by the community association or any architectural control committee. Seller reserves the right to make additions, deletions and other changes to the plan and elevation listed above and to substitute products and materials of similar quality to maintain acceptable standards and conform to any required building codes and any architectural control committee.

If the Property and Improvements are purchased by Buyers after the construction of the Improvements is complete, then Buyers acknowledge that the Plan shall have no bearing on (and shall not constitute part of) this Agreement. If the Property and Improvements are purchased by Buyers after the construction of a portion of the Improvements is complete, then Buyers acknowledge that the portion of the Plan pertaining to the Improvements constructed to that point in time shall have no bearing on (and shall not constitute part of) this Agreement.

Buyer understands that the plans and specifications are, and shall always remain, the property of Seller. Buyer shall not use (or allow the use of) the plans and specifications for any purpose other than as the plans and specifications pertaining to the property which is the subject of this contract.

Buyers' Initials: 

9. Completion of Construction: Seller shall be entitled to complete and final payment of all amounts owed Seller under this Agreement upon substantial completion of the Improvements. Substantial Completion shall occur upon the earliest of:

- a. The issuance of a certificate of occupancy by any applicable governmental entity;
- b. Acknowledgement by Buyers that substantial completion has occurred;
- c. Inhabitation of the premises by Buyers;
- d. A written statement from Seller to Buyers that Substantial Completion has occurred;
- e. Buyers' signature on an Acceptance Certificate; or
- f. Upon final inspection in accordance with the Bonded Builders Warranty Group Limited Warranty program.

There is no guaranteed date of completion and Seller shall have no liability for failure to complete the improvements by a certain date or within a reasonable period of time. Any statement of construction time is only an estimate. This Purchase Agreement is not a contract for deed and shall not be considered to be a contract for deed despite the length of time that lapses between the date of this Purchase Agreement and Closing. Construction of the improvements may be subject to changes in plans, specifications, materials, fixtures, and methods; exact conformity with a model home is not guaranteed. Changes in construction may also be necessary due to configuration of the lot (for example, the floor plan may be reversed). Figures regarding size, square footage, and other dimensions of the improvements, which may have been provided by Seller to Buyers, are only estimates; actual construction may vary. By closing, Buyers accepts the improvements as constructed, except for repairs required under the terms of the Home Warranty. Completion of the improvements may be delayed for one or more of the following causes:


- 1) Changes by Buyers or Buyers' representatives.
- 2) Failure of Buyers to make selections as directed below.
- 3) Other acts or omissions by Buyers or Buyers' representatives.
- 4) Prohibitive weather.
- 5) Fire or casualty loss.
- 6) Non-availability of labor or materials.
- 7) Delays caused by the applicable governmental entity's delay in issuing necessary permits.
- 8) Other events beyond the Seller's reasonable control.

The existence of a final walk-through list of work to be completed or altered shall not prevent the occurrence of Substantial Completion. In no event shall final payment be made later than five (5) days after substantial completion of the Improvements. If final payment has not occurred within such five (5) day period, Seller will have the right to charge, and Buyer agrees to pay, a delay penalty of \$100 per day plus all finance charges, including all per diem interest paid by Seller for any financing used by Seller to acquire the Property or construct the Improvements, or both.

In the event the Property and Improvements are purchased by Buyers after the construction of the Improvements is partially or substantially complete then any additional changes hereafter requested by Buyers must be stated in a Change Order Request and any increase in price must (at Seller's election) be paid by Buyers at the time the Change Order Request is signed by Buyers and Seller. Buyers have carefully inspected the Property and accept same in the condition same exists on the date this Purchase Agreement is executed. Seller makes no representation or promise regarding the date any changes or additional work will be completed and Seller shall not be responsible for any delays in completing same, regardless of cause (even if resulting from Seller's own fault), including, without limitation, those delays caused by acts of God, fire or other casualty, strikes, civil unrest or riots, boycotts, shortages or unavailability of labor or materials, or any other cause whatsoever, whether avoidable or unavoidable. If Seller is not able to perform hereunder, or if Seller terminates this Agreement, or if matters not presently known to the parties materially adversely affect Seller's performance, Seller's ability to perform or the cost Seller would have to pay to complete performance hereunder, then, upon election by Seller, the Earnest Money and any Additional Earnest Money shall be returned to Buyers and this Agreement shall be automatically canceled, whereupon Buyers shall have no further claim to the Property nor claim against Seller.

10. Custom Choices, Upgrades, And Change Requests (Options): Seller may allow Buyers to select some interior decorating items, such as floor coverings and color of appliances (Custom Choices and/or Upgrades), or make other minimal modifications to the interior of the Property, if selected and all deposits required by Seller are paid within 14 days of the Effective Date of this Agreement. Any selections made after this deadline may be subject to a change order fee of \$150.00 per item same to be imposed (or not imposed) at Seller's sole discretion. Custom Choices and/or Upgrades may be made only from Seller's designated catalogs or other approved selection lists or samples.

Custom Choices and/or Upgrades are subject to Seller's written approval, which may be withheld or revoked based on construction schedules, unavailability of materials, or any other reason, and must be reflected in a Change Order Request that is signed by Buyers and Seller and paid for as follows:

Buyers' Initials: 

A. New Build: A \$10,000 deposit will be required for any interior options, exterior and interior selections up to \$40,000, plus 100% for any interior options, exterior and interior selections over \$40,000. This deposit will be calculated before any promotion or credit is deducted.

B. Any change orders will require a 100% deposit, unless Seller requires a different amount.

C. In the event the Seller accepts any Custom Choices, Upgrades, or Change Requests within thirty (30) days of a scheduled closing date, all additional costs related to same must be paid in full at the time of selection, in form of cashier's check or other certified funds; and

D. Seller retains the right to require payment of 100% of all additional costs and charges for Custom Choices or Upgrades are to be paid in full by Buyers at the time the Custom Choices and/or upgrades are ordered by Buyers in circumstances where (in Seller's sole estimation) the Custom Choices and/or upgrades ordered by Buyers are unique or such that Seller would possibly be required to replace the Custom Choices and/or upgrades are ordered by Buyers if Buyers do not consummate purchase of the Property.

IF, FOR ANY REASON, BUYERS DO NOT COMPLETE THIS PURCHASE, DEPOSITS OR PAYMENTS OF ADDITIONAL EARNEST MONEY FOR CUSTOM CHOICES, UPGRADES, AND CHANGE REQUESTS THAT HAVE BEEN ORDERED, INSTALLED OR STARTED, SHALL NOT BE REFUNDED, BUT WILL BE RETAINED BY SELLER. In the event that Seller is unable or unwilling to incorporate any Buyers' Custom Choices, Upgrades, or Change Requests into the Property, or in the event of any dispute over Buyers' Custom Choices, Upgrades, or Change Requests, Buyers' remedy shall be limited to return of the amount paid by, if any, for the item(s) at issue. By closing Buyers will have accepted all Custom Choices, Upgrades, or Change Requests as installed. Buyers acknowledge that if loan proceeds are not sufficient to cover the cost of Custom Choices, Upgrades, or Change Requests (e.g., due to low appraisal), that Buyers will have to pay for such Options in certified funds. Seller reserves the right to revoke its acceptance of any Custom Choices, Upgrades, or Change Requests in the event of an error in pricing. All such requests for changes, additional work, upgrades or alterations must be reflected in a Change Order Request form that is signed by Buyers and accepted and signed by Seller.

11. **Closing Date:** Seller shall notify Buyers either orally or in writing the construction of the Property is substantially complete and ready to close (Notification). Closing shall occur within five days of the Notification. However, the parties may change the time for Closing by mutual agreement. **If the Buyers do not close within five days of the Notification, then Seller may terminate this Agreement and retain the earnest money and Options money as liquidated damages or Seller may specify a new closing date along with the applicable fee of \$100 per day which will be added to the purchase price and paid separately.** If Seller cannot deliver a Special Warranty Deed to Buyers because title is defective, then either party may terminate this Agreement and Seller shall refund to Buyers all earnest money and Options money paid by Buyers to Seller as liquidated damages, and this Agreement shall automatically terminate and **ALL CLAIMS THAT HAVE BEEN OR COULD HAVE BEEN MADE BY SELLER OR BUYERS AGAINST EACH OTHER ARE AUTOMATICALLY RELEASED.**


12. **Title Company, Sales Expenses, Closing Costs, and Prorations:** Taxes and maintenance fees assessed against the land and improvements for the year in which the conveyance is closed shall be prorated. All expenses associated with closing this transaction that are not designated herein as Seller's shall be borne by Buyers. Seller and Buyers have discussed the title company to be used for this transaction and have decided that the title company that will close the sale and purchase of this property shall be listed in the Title Company Addendum.

13. **Possession:** Buyers shall not be entitled to possession of the Property and title shall not be transferred until after closing and funding of the Total Purchase Price; Seller reserves the right to require copies of cancelled checks previously delivered to Seller for the Earnest Money and/or Options, as proof of payment and as a condition to transfer of title and delivery of possession to Buyers. Any prior possession of the Property shall be as a tenant at sufferance of Seller.

14. **Notice of Membership In A Property Buyers' or Owners' Association :** As a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of a property buyers' or owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and 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 instrument may be obtained from the county clerk.

Buyers acknowledge the restrictive covenants and community association requirements, including certain assessments and charges, applicable to the Property.

15. **Notice of Possible Annexation:** If the property that is the subject of this Agreement is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to

Buyers' Initials: 

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 with a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

16. Insulation: The following information is furnished by Seller to Buyers regarding the insulation installed or to be installed in the improvements constructed or to be constructed on the Property:

	Type	Thickness	Manufacturer's R-Value
Sloped Ceiling	BATT	6 1/4"	22
Attic	Blown	9 1/2"	30
Wall Covering	BATT or	3 1/2"	13
	BATT & Siding	3 1/2"	13

Seller may, at its sole election, substitute rock wool insulation or other insulation products of an equivalent insulation (R) value in the place of fiberglass batt insulation.

17. Broker's Commission: The name and address of the licensed Texas real estate agent or broker in good standing who has handled the sale of the Property on behalf of the Buyers is listed below. Seller agrees to pay such agent or broker, but only upon Closing and funding of this sale, a fee of three percent (3%) of the total purchase price. Seller may also pay a bonus up to three percent (3%) of the total purchase price in accordance with any applicable program(s). Broker shall not be entitled to any fee or commission in the event the Closing and funding contemplated hereunder do not occur. If Broker represents Buyers, Seller is not obligated to pay said commission but may do so at its discretion, and Buyers agree to indemnify and hold Seller harmless with respect to claims, suits, costs, including attorney's fees, and all expenses in connection with an assertion by anyone that he or she is entitled to a commission and such party is not listed as a broker in this Agreement.

BUYERS' AGENT OR BROKER:

 (Initial) I do not have a realtor ^{DS} ^{DS}
XX (Initial) I do have a realtor ^{DS} DS ^{DS} [Signature] K

Agent Name: 646151 D'AMICO, HAYLEY KIM
Telephone: (832) 425-1403 Fax: _____
Page/Cell: (832) 425-1403 Email: hayleyd0928@gmail.com

18. Risk of Loss: If the improvements are destroyed or damaged, in whole or in part, by fire or other casualty prior to Closing, this Agreement may be terminated by Seller, and Seller shall refund to Buyers all cash deposits for earnest money and Options. Buyers shall have no claim or interest in any insurance proceeds attributable to the loss.

19. Default and Termination: If Buyers: 1) fail to make any payment due under this Agreement as defined above; 2) cause unreasonable delays or unreasonably interferes with the Seller in the execution of the work; 3) fail to perform any other covenant or agreement contained in this Agreement; 4) file a petition in bankruptcy, make an assignment for the benefit of any creditor, are adjudicated a bankrupt or insolvent, or apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of their or its assets, or fail to comply herewith, then Seller may invoke one or more of the following remedies. Seller may either: a) enforce specific performance; or b) terminate this Agreement and retain the earnest money and any deposits for Options as liquidated damages, it being agreed by the parties that such deposits are a reasonable sum of liquidated damages for a default by Buyers because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default.

Seller shall additionally be entitled to recover all attorney's fees and costs related to enforcement of any remedy under this Agreement. If, prior to the completion of the Property, Seller fails to comply herewith for any reason, as Buyers' sole remedy, Buyers may terminate this Agreement and as its sole remedy Buyers may receive a refund of the earnest money, thereby releasing Seller from this Agreement. **UPON RETURN OF THE EARNEST MONEY TO BUYERS, BOTH SELLER AND BUYERS SHALL BE RELEASED AND DISCHARGED FROM ANY LIABILITY OR OBLIGATION HEREUNDER AND THEREUPON (AUTOMATICALLY AND WITHOUT SIGNING ANY OTHER DOCUMENT) THIS AGREEMENT SHALL BECOME NULL AND VOID AND BE OF NO FURTHER FORCE OR EFFECT.** However, if the Buyers and Seller mutually terminate this Agreement in writing and do not specify how the earnest money, or Options money is to be paid, then Seller shall return the earnest money but shall be entitled to retain the Options money. At no time shall Buyers be entitled to a refund of additional deposits or

Buyers' Initials: [Signature] & DS K

payments for Buyers' Options or nonstandard items which have been installed or made or cut to order. A ten percent (10%) restocking fee charged by the vendor will be retained on all items ordered but not yet installed, except as noted above.

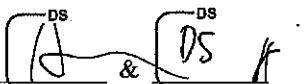
In the event of any dispute or disagreement between Seller and Buyers prior to or at closing, Seller may terminate this Agreement upon written notice to Buyers. In the event that Buyers are not in breach of this Agreement, Seller shall return all deposits paid by Buyers, and pay Buyers liquidated damages in the amount of \$350.00, an amount which the parties agree to be a reasonable and foreseeable estimate of the actual and consequential damages incurred by Buyers incident to the termination of this Agreement, if any (it being difficult, if not impossible, to ascertain those damages). Upon such termination of this Agreement, neither Buyers nor Seller shall have any further rights, obligations, or causes of action out of or relating to this Agreement or any other transaction or event between the parties.

20. Assignment: Buyers shall not assign (and agree not to assign) this Agreement or Buyers' rights hereunder without Seller's prior written consent. Seller may terminate this Agreement and retain all sums paid by Buyers if Buyers assign the Agreement without Seller's written consent.

21. ARBITRATION: THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT THIS TRANSACTION INVOLVES INTERSTATE COMMERCE AND THAT ANY DISPUTE (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, (A) ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT, THE PROPERTY, OR ANY DEALINGS BETWEEN THE BUYERS AND SELLER (WITH THE EXCEPTION OF "CONSUMER PRODUCTS" AS DEFINED BY THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION ACT, 15 U.S.C. § 2301 ET SEQ., AND THE REGULATIONS PROMULGATED T HEREUNDER; (B) ANY CONTROVERSY, DISPUTE OR CLAIM ARISING BY VIRTUE OF ANY REPRESENTATIONS, PROMISES OR WARRANTIES ALLEGED TO HAVE BEEN MADE BY SELLER OR SELLER'S REPRESENTATIVE; AND (C) ANY PERSONAL INJURY OR PROPERTY DAMAGE ALLEGED TO HAVE BEEN SUSTAINED BY BUYERS ON THE PROPERTY OR IN THE SUBDIVISION, SHALL FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED DURING MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) OR, IF APPLICABLE, BY SIMILAR STATE STATUTE, AND NOT BY OR IN A CO UR T OF LAW. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE RIGHT TO AWARD REASONABLE ATTORNEYS' FEES AND EXPENSES, INCLUDING THOSE INCURRED IN MEDIATION, ARBITRATION, TRIAL OR ON APPEAL. THE MEDIATION SHALL BE CONDUCTED BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S COMMERCIAL OR CONSTRUCTION INDUSTRY MEDIATION RULES, AS APPROPRIATE, IF THE DISPUTE IS NOT FULLY RESOLVED BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE THE AAA IN ACCORDANCE WITH THE COMMERCIAL OR CONSTRUCTION INDUSTRY ARBITRATION RULES, AS APPROPRIATE, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR CAN BE ENTERED IN AND ENFORCED BY ANY COURT HAVING JURISDICTION OVER THE MATTER. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT THE HOMEOWNER'S WARRANTY PROVIDED BY SELLER (IF A HOMEOWNER'S WARRANTY IS PROVIDED BY SELLER) DOES NOT PROVIDE FOR BINDING ARBITRATION, A CLAIM UNDER, OR COVERED BY, THE WARRANTY WILL BE ADMINISTERED AS PROVIDED IN THE WARRANTY PRIOR TO SUBMISSION TO BINDING ARBITRATION PURSUANT TO THIS PARAGRAPH. UNLESS OTHERWISE PROVIDED BY LAW OR THE HOMEOWNER'S WARRANTY, THE COST OF MEDIATION AND ARBITRATION SHALL BE BORNE EQUALLY BY SELLER AND BUYERS. BUYERS AND SELLER AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE (1) THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY; OR (2) THE DEFAULT OF THIS AGREEMENT BY EITHER PARTY. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS PARAGRAPH SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS PARAGRAPH. BUYERS AND SELLER FURTHER AGREE (1) THAT ANY DISPUTE INVOLVING SELLER'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL BE RESOLVED AS SET FORTH HEREIN AND NOT IN A COURT OF LAW; (2) THAT SELLER SHALL HAVE THE OPTION TO INCLUDE ITS SUBCONTRACTORS AND SUPPLIERS AS PARTIES IN THE MEDIATION AND ARBITRATION; AND (3) THAT THE MEDIATION AND ARBITRATION WILL BE LIMITED TO THE DISPUTES INVOLVING THE PARTIES SPECIFIED HEREIN, INCLUDING ANY WARRANTY COMPANY AND INSURER.

THIS PARAGRAPH 21 SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

22. Exclusive Damage Remedy: After completion of the mediation process described above, if there are any outstanding claims, Buyers agree that the exclusive remedy for any such claim for damages against Seller for breach of warranty or any other claim whatsoever, is under the effective version of the Residential Construction Liability Act ("RCLA"). Buyers and Seller also acknowledge and agree that a request for warranty performance shall not be construed as a notice of construction defect under RCLA, and that any notice under RCLA shall be separately sent to Seller in the manner required by RCLA.

Buyers' Initials: 

23. **LIMITATION OF LIABILITY:** IT IS UNDERSTOOD AND AGREED THAT THE SELLER'S LIABILITY WHETHER IN CONTRACT OR IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE REMEDIES PROVIDED IN HOME BUYERS' WARRANTY "LIMITED WARRANTY AGREEMENT" AS LIMITED BY THE RCLA. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES BASED ON A CLAIMED DIMINUTION IN THE VALUE OF THE HOME OR MENTAL ANGUISH. NOTWITHSTANDING ANY CURRENT USES OF AND/OR PLANS FOR ANY LAND OUTSIDE THE BOUNDARIES OF THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT, PUBLIC AUTHORITY REQUIREMENTS, UNFORESEEN LAND DEVELOPMENT PROBLEMS AND/OR OTHER FACTORS MAY RESULT IN LAND USE OR SITE PLAN CHANGES. ACCORDINGLY, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES, AND BUYERS RELY UPON, NO WARRANTIES OR REPRESENTATIONS AS TO THE FUTURE USE OR CONDITION OF ANY LAND OUTSIDE THE PROPERTY, WHETHER SAID LAND IS OWNED BY SELLER OR NOT, INCLUDING, WITHOUT LIMITATION, AS TO THE STYLE, SIZE, DESIGN OR DENSITY OF ANY STRUCTURE TO BE CONSTRUCTED THEREON, THE AVAILABILITY OF ANY PUBLIC OR PRIVATE RECREATIONAL FACILITY, THE LOCATION OF ANY ROAD OR ANY OTHER TRANSPORTATION FACILITY, OR THE LOCATION OR CHARACTER OF ANY COMMERCIAL ESTABLISHMENT. BUYERS FURTHER ACKNOWLEDGE THAT SELLER MAY REMOVE ANY TREES OR OTHER NATURAL VEGETATION LOCATED ON THE FOOTPRINT OF THE HOME AND WITHIN A CERTAIN RADIUS OF THE FOUNDATION OF THE HOME (DEPENDING ON THE TOPOGRAPHY OF THE PROPERTY), AS DETERMINED IN SELLER'S SOLE DISCRETION.

BUYERS HEREBY EXPRESSLY RELEASE AND DISCHARGE SELLER FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION AND/OR DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF TORT OR UNDER CONTRACT, FOR PERSONAL INJURY, PROPERTY DAMAGE, ILLNESS, ALLERGIC REACTIONS, DISEASE AND/OR DEATH RESULTING FROM OR RELATED TO MOLD, MILDEW, FUNGI, SPORES AND/OR OTHER HAZARDOUS CHEMICAL OR BIOLOGICAL AGENTS.


BUYERS EXPRESSLY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CAUSES OF ACTION AND/OR CLAIMS FOR DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, AGAINST SELLER ARISING OUT OF OR RELATING TO THE NEGLIGENCE OF SELLER AND/OR ITS SUBCONTRACTORS, WHICH RESULTS IN THE OCCURRENCE OF OR EXPOSURE TO MOLD, MILDEW, FUNGI, SPORES AND/OR ANY OTHER HAZARDOUS CHEMICAL OR BIOLOGICAL AGENTS.

Buyers acknowledge that the property (and each lot or part thereof Buyers are purchasing if Buyers are acquiring more than one lot) is subject to restrictions, covenants, and conditions set forth in the Restrictive Covenants (or other documents) identified in the title report to be issued by the Title Company or filed of record, regardless of whether identified in the title report or not. These restrictive covenants contain (among other matters) provisions for assessments and liens against the property to secure compliance by homeowners with the obligations of the covenants (including the obligation to pay assessments and other costs, fees and expenses). The restrictions can be changed from time to time as therein provided by Texas law, and the assessments can be changed, and there are no assurances that the assessments will not be increased at any time in the future. Buyers understand that he/she/they have notice of any restrictions, covenants, and conditions set forth in the Restrictive Covenants (or other documents) identified in the title report to be issued by the Title Company that are filed of record in the real property records of the county in which the property is located, regardless of whether such documents are identified in the title report or not. Buyers agree that Seller has no duty or obligation to provide copies of such documents.

Notwithstanding the fact that Buyers will be bound by the restrictive covenants, Seller is under no obligation to enforce the restrictions nor to cause anyone else to do so, nor to pay for any deed restriction enforcement efforts. Seller has no responsibility or liability of other lot owners in the subdivision violate the deed restrictions or fail to pay assessments when due.

Buyers understand that Seller has no responsibility for any aspect of the subdivision amenities which could, but do not necessarily, include such items as subdivision lighting, reserves, subdivision perimeter fencing, parks, walking paths, bike paths, hiking trails, green belts, open spaces, landscaped areas, trees, or any community swimming pool, clubhouse center, recreation centers, tennis court, golf course, country club, health club, recreation area, or recreation equipment, or community playgrounds (if any), and that Seller has no responsibility or liability for design, construction, or upkeep of any of the subdivision amenities (if any). If facilities or amenities have been "proposed" for the subdivision (including but not limited to the items enumerated above and improvements such as the future location of schools, roads, and other improvements), Buyers agree that Seller makes no representation or warranty concerning when, if ever, they will be constructed, and Seller has no responsibility to see that they are constructed or completed, or that if constructed, they will be the same as what is currently "proposed".

All subdivision development matters, including, without limitation, streets, curbs, gutters, drains, lights, sidewalks, gates (if any), are also exclusively the responsibility of the Developer or the community homeowners association, as the case may be, but at all events,

Buyers' Initials: 

Seller has no responsibility, liability, or obligation with regard thereto, including, without limitation, the construction, maintenance, upkeep, cleaning, or repair of them.

Common areas or other features of the subdivision, such as parks, golf courses, lakes, walking paths, bike paths, greenbelts, open spaces, or landscaped areas, and community features such as trees, brush, streams, drainage areas, or easements (if any) may be eliminated or changed, and Seller makes no representations that will not occur, nor will Seller be obligated to oppose or resist any effort by third parties to do so. Any such areas may be developed or built upon in the future, and Seller makes no representation or assurance to the contrary.

Seller is not responsible for any changes to boundary lines or topography of the Property, or any adjacent or nearby property after closing, whether resulting from erosion, meandering of adjacent waterways, failure to provide bulkheads, or any other cause, nor is Seller liable to Buyers for any damage to any part of the property caused by any such event(s), condition(s), or cause(s).

Buyers acknowledge that Seller did not develop the subdivision in which the Lot is located and may not now own the Lot. In that Seller has contracted, or intends to contract, for the purchase of the Lot from the present owner. If Seller does not timely complete the purchase of the Lot in Seller's sole estimation, then either Seller or Buyers may terminate the Purchase Agreement by written notice of such termination to the other party given prior to Seller's acquisition of title to the Lot.

In the case of a new or proposed subdivision, a plat of the tract of land in which your Property is located may not yet have been prepared or may not have yet received all necessary governmental approvals or has not been recorded in the real property records. As part of the governmental approval process, it is possible that it may become necessary to change the size, dimensions, or configuration of the Lot or to add, remove, or change the locations, size, and types of easements, set-back lines, restrictions, and other matters affecting the use of the Lot. Therefore, in the event that the Lot as established by the actual recorded plat is altered from what is currently depicted on the proposed plat, and if in the good faith opinion of Seller or Buyers the Lot has been materially affected, for better or worse, then either Seller or Buyers may terminate the Purchase Agreement by written notice of such termination to the other party, given on or before thirty days after recordation of the plat for the subdivision in which the Lot is located.

24. Attorney's Fees and Costs: If Seller or Buyers is the prevailing party in any arbitration or legal proceedings brought under or with relation to this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.


25. Indemnification Of Losses Sustained During Construction: Because of potential safety and health hazards present during construction of the improvements, as well as the risk of damage or loss that may arise from construction activities, the Buyers agree as follows:

A. Personal Safety: To ensure and to protect the personal health and safety of Buyers and Buyers' invitees, Seller shall restrict entry by the Buyers and Buyers' invitees onto the Property or into the improvements to a minimum and shall be scheduled by appointment with Seller. When Buyers choose to enter the Property, and irrespective of Seller's presence on the Property at such time, BUYERS AGREE TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF BUYERS OR BUYERS' INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROPERTY AND/OR THE IMPROVEMENTS. THIS 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 BUYERS OR BUYERS' INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF SELLER OR ATTRIBUTABLE TO SELLER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.

B. Risks to Vegetation: Buyers also acknowledge that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Property, and Buyers understand that Seller cannot guarantee the viability of those trees and vegetation. BUYERS THEREFORE ACKNOWLEDGE THE AFOREMENTIONED RISK AND HEREBY RELEASE THE SELLER FROM ANY CLAIMS FOR DAMAGES TO OR LOSS OF TREES RESULTING FROM THE WORK EXCEPT INSTANCES WHERE SELLER HAS BEEN GROSSLY NEGLIGENT.

26. Entire Agreement: This Agreement contains the entire agreement between the parties. Any prior agreements, whether oral or written, shall be void. This Agreement can be amended only by written agreement signed by both parties hereto and by reference made a part hereof. This Agreement is subject to the approval of Seller before becoming binding, and in the absence of such approval as evidenced below, this Agreement shall be without force or effect.

27. Notice Of Reliance On Written Information From Third Parties And Government Agencies: Seller advises Buyers that Seller has relied upon written information from various third parties and governmental agencies concerning the Property and the materials and components incorporated in the Property. This written information concerns matters about which these third parties and governmental

Buyers' Initials: 

agencies have special knowledge not possessed by Seller, or which information has been provided to the Seller or disseminated to the public pursuant to specific statutory or regulatory requirements. This written information pertains to the flood zones, development of adjacent land, the suitability of the Property and the surrounding subdivision for residential use, and the suitability of the materials and components incorporated into the Property. Seller may make such information available to Buyers as a courtesy only, and Seller does not warrant the accuracy or completeness of the information; nor shall Seller be responsible for updating or supplementing such information. Buyers have a duty to investigate the accuracy and completeness of such information.

28. Force Majeure: If delay of construction is caused by reason of Buyers' acts or omissions, or by reason of acts of God, weather, soils conditions, fire or other casualty loss, strikes, boycotts, market conditions, labor shortages, non-availability of materials for which no substitute of equal quality or price is available, or any other cause reasonably beyond Seller's control, then at Seller's option the time of such delay may be added to the time allowed for substantial completion of the construction. In the event that material or labor costs increase after the date this Agreement is executed, Seller, at its option, may add these costs to the Agreement sum by change order upon acceptance by Buyers. In the event Buyers reject this change order, Seller has the option to terminate this Agreement. In this event Seller will return the earnest money and any Options deposits to Buyers.

29. Site Drainage For Acreage Sites: Seller will locate the foundation on the Property at the minimum front yard setback as determined by the recorded plat map unless specified by a change order. Any additional cost incurred in placing the foundation beyond the minimum setback may be charged to the Buyers. Seller will remove all vegetation within ten feet (10') of the foundation. Any additional clearing of vegetation on the Property will be done at the Buyers' expense. Seller will provide improved drainage of the Property within fifteen feet (15') of the foundation. The balance of the Property will be provided drainage in its natural state.

30. Notices: To the extent not otherwise required by law, notices must be in writing and must be delivered by personal delivery, by certified mail, return receipt requested, e-mail, or by electronic phone facsimile to the location for each party designated below or at such other address as is furnished to the other party in writing.

Buyers

Seller

Address: 2605 Fra Mauro Ct

League City, TX 77573

Phone: (917) 455-1725

Fax:

E-mail: ashton@techemet.com

Address: One Sugar Creek Center Suite 600

Sugar Land Texas 77478

Phone: 281-240-1551

Fax: 281-240-3252

Either party may change the location for notice upon written notice, delivered as described above.

31. Consult Your Attorney: Seller/Brokers cannot give legal advice. This is intended to be a legally binding Agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

32. Independent Contractor: Seller will be an independent contractor. Nothing contained in or inferable from this Agreement should be construed to make Seller the agent, servant or employee of Buyers, or create any partnership, joint venture or other association between Buyers and Seller.

33. Work Performed By Buyers: Buyers agree that Seller does not warrant or stand behind any work performed by the Buyers or any entity employed by the Buyers or any other entity that is not employed or engaged by the Seller as part of the work to be performed by the Seller under this Agreement.

34. Other Parties Bound: Buyers and Seller each binds themselves, their partners, successors, assigns, and legal representatives of the other party in all matters related to this Agreement.


35. Miscellaneous:

(a) No sales consultant has authority to accept this Agreement or modify the terms of this Agreement or make any representation or agreement not contained in this Agreement, and anything to the contrary shall not be binding upon Seller. This provision 35(a) shall survive Closing or termination of this Agreement.

(b) Time is of the essence of this Agreement.

(c) The titles used in connection with the paragraphs of this Agreement are for convenience only and should not be deemed to construe, define, or limit the meaning or effect of the provisions set forth in the Agreement.

(d) If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable law, such provisions in their entirety or portions thereof, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall

Buyers' Initials: 

be enforceable in accordance with its terms.

(e) Buyers agree that Seller does not warrant or stand behind any information found or published on any Real Estate listing such as HAR, MLS, or any other internet site, printed magazine, realtor brochure, or similar advertising media.

(f) Paragraphs 7, 8, 14, 15, 17, 21, 22, 23, 26, 27, 30, 35, the attachments described in Paragraph 37, and paragraph 40 shall survive Closing.

36. Additional Provisions:

Seller will contribute up to \$18,485 toward options included in the sales price, and/or Buyers' closing costs and prepaids at the time of closing, which may include all or a portion of Buyers' title policy, the loan origination fee and FHA/VA non-allowable expenses. The incentive will apply towards FHA/VA non-allowable expenses prior to any other fees, closing costs or discounts. Buyers understand that their mortgage company may limit the amount seller is contributing towards closing costs and prepaids.

This Home is

Not complete

Substantially complete and will close on or before the following date: 6/8/2017.

37. Attachments: The following attachments are made a part of this Agreement:

(a) Notice for Municipal Utility District substantially in the form attached; Buyers are advised that the information shown in the Notice is subject to change by the district at any time. The district routinely establishes tax rates during the months of September through December of each year, effective for the year in which the tax rates are approved by the district. Buyers are advised to contact the district to determine the status of any current or proposed changes to the information shown in the Notice.

(b) Neighborhood Facts - Addendum to Real Estate Purchase Agreement;

(c) Bonded Builders Warranty Group Limited Warranty;


38. Effective Date: The effective date of this Agreement shall be the date when this Agreement is accepted by Seller. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY SELLER. SALES AGENT CANNOT BIND SELLER.

39. Signature of Parties: In the event two married persons are Buyers under this Purchase Agreement, or more than one person are the Buyers under this Purchase Agreement, the signature of one Spouse (or Co-Buyer) on any Change Order Request or notice of cancellation shall bind the other Spouse or (Co-Buyer), the signature having the same effect as if both or all Buyers had signed same.

IMPORTANT NOTICE: You and your Contractor are responsible for meeting the terms and conditions of this Agreement. If you sign this Agreement and you fail to meet the terms and conditions of this Agreement, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. This agreement is not effective until executed by Seller. Seller's Sales Agent cannot bind Seller.

40. Joinder of Spouse: I, _____, am the spouse of the Buyer in this Purchase Agreement. I understand that title to the Property will be conveyed only to my spouse; but I agree and understand that, to the extent I now own or hereafter acquire any right, title, or interest in the Property by virtue of my status as the spouse of Buyer, by virtue of the homestead laws of the State of Texas, or otherwise all obligations of the Buyer which survive Closing, and all terms of the Purchase Agreement, will be binding upon me. I expressly agree that the warranty provisions and the Alternate Dispute Resolution provisions of this Purchase Agreement will be fully applicable to and binding upon me, for all intents and purposes, as if I were the Buyer named in the Purchase Agreement. I agree that any and all disputes I may have at any time (presently or in the future) relating in any way to the Property, Improvements or the Purchase Agreement or my dealings with Seller will be resolved exclusively by the procedures described in this Purchase Agreement.

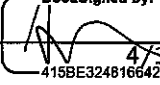
I acknowledge that by taking possession of the Property or signing any document at Closing the Improvements are completed to my satisfaction and are acceptable to me. I accept the Property and Improvements **AS IS, WHERE IS, WITH ALL FAULTS**, subject only to the Bonded Builders Warranty Group (BBWG) Limited Warranty which is incorporated into this agreement. I am not relying upon any representation or verbal statement made by any employee or representative of Seller and enter into this transaction solely based on my personal observations and investigations. I agree to promptly execute all documents required by any lender providing financing of all or part of this transaction and understand that I will thereby encumber whatever interest I may have or subsequently acquire in the Property. The provisions of this Joinder shall survive the Closing of the contemplated transaction and the terms hereof will not merge into the Deed or other documents executed at Closing.

Buyers' Initials: 

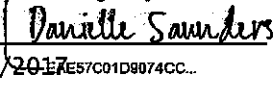
41. **Termination resulting from Seller's Inability to Contact Buyer:** If Seller is unable to contact Buyers for a period of ten (10) days or more, then Seller may terminate this Agreement and keep all Earnest Money and Additional Earnest Money as Seller's sole remedy and Buyer will have no claim whatsoever against Seller.

THIS AGREEMENT IS SUBJECT TO CHAPTER 27, PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM THE PERFORMANCE OF THIS AGREEMENT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THIS AGREEMENT AND THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE REGARDING THE DEFECT TO THE CONTRACTOR 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. THE NOTICE MUST REFER TO CHAPTER 27, PROPERTY CODE, AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004, PROPERTY CODE.

BUYERS:

Name: Ashton Saunders
Signature: 
Date: 4/11/2017
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BUYERS or SPOUSE:

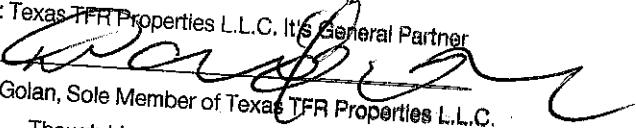
Name: Danielle Saunders
Signature: 
Date: 4/13/2017
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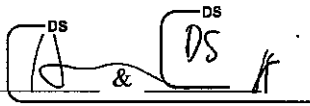
JOINDER:

Name: _____
Signature: _____
Date: _____

AGREED TO AND ACCEPTED BY SELLER:

Westin Homes and Properties, L.P., a Texas Limited Partnership
By: Texas TFR Properties, L.L.C., its General Partner
By: _____
Name: _____
Title: Sole Member of Texas TFR Properties, L.L.C.
Date: 4-17-17

Westin Homes and Properties, L.P.,
A Texas Limited Partnership
By: Texas TFR Properties L.L.C. Its General Partner
By: 
Jason Golan, Sole Member of Texas TFR Properties L.L.C.
Though his agent and attorney-in-fact,
David Dorn, An Agent of Texas TFR Properties, L.L.C.

Buyers' Initials: 

Westin Homes and Properties, L.P.

NEIGHBORHOOD FACTS
ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

COMMUNITY: Tuscan Lakes Section SF 65-1
CITY: League City, COUNTY: Galveston County

WESTIN HOMES AND PROPERTIES, L.P. REQUIRES THAT THE FOLLOWING DISCLOSURES BE READ AND SIGNED IN CONNECTION WITH THE EXECUTION OF A PURCHASE AGREEMENT ("AGREEMENT") FOR THE PURCHASE OF A NEW HOME AT 2747 San Nicolo Lane.

(1.) The community in which the home is located ("Community") is a real estate development project, developed and / or marketed and / or conveyed by Tuscan Lakes Development, LP, (herein defined as "Developer"). Developer has optioned lots within the Community to Westin Homes and Properties, L.P. for resale in the ordinary course of Westin Homes and Properties, L.P. business. Therefore, Westin Homes and Properties, L.P. is not responsible for any obligations, which Developer might have to Buyers.

(2.) Buyers acknowledge that by owning property in the Community, Buyers will become subject to any neighborhood covenants and all matters contained therein, including without limitation responsibility for assessments, dues, liens, releases, conditions, covenants, restrictions, disclaimers, and indemnification. The estimated annual assessment is subject to change without notice and subject to increase in subsequent years.

Buyers further acknowledge and agree that Developer and its successors and assigns, as well as municipalities and other governmental entities over which Westin Homes and Properties, L.P. has no control, have the right to add, modify or eliminate lots, dwelling units, common areas (and, if any, facilities thereon), green belts, lakes, and streets, to, on or from the community generally that no representation, warranty or assurance has been given to Buyers by any person or entity (i) that any such lots, dwelling units or common areas or facilities, lakes, or green belts will or will not be added, modified or eliminated; or (ii) that properties affecting your home may not be re-zoned; or (iii) as to the financial or other impact on any property owners' association which may assess charges against the home, or on Buyers or the residents of the Community generally; or (iv) as to the use of any adjoining or surrounding property. Buyers acknowledge and agree that Westin Homes and Properties, L.P. has not made (and Buyers have not relied on) any representation, warranty or guarantee whatsoever as to the value of the community, or the continuation of Westin Homes and Properties, L.P. building program or operations in the Community. Buyers further acknowledge Westin Homes and Properties, L.P. has no liability in connection with any advertising, renderings, marketing plans or information.

In this regard, the Developer may have adopted a general development plan, which includes some of all of the following:

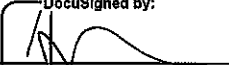
A. Some facilities or uses may be "proposed." These proposed facilities or uses are based upon current plans of the Developer, and are subject to change without notice. There are no assurances that such proposed facilities or land uses will be developed, or that open space or green belts will remain undeveloped.

B. Parcels of land in or around the community may not be owned by the Developer and will not be developed as a part of the community. Westin Homes and Properties, L.P. has no control over the uses of these lands or the types of facilities that may be constructed thereon.

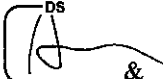
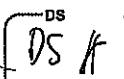
C. The general development plan may provide for existing uses of certain parcels, such as commercial development, parks, schools, drill site, churches, pipeline easements, electric transmission lines, etc. These uses may produce noise, light, or traffic, which may affect the property which you are purchasing. You are also advised that the uses of these adjacent parcels may change, and there is no guarantee that the current uses of the same will remain as shown.

(3.) DEVELOPMENT ACTIVITIES: Developer or its agents, will be, from time to time, conducting excavation, construction and other activities within or in proximity to the home Westin Homes and Properties, L.P. shall not be liable for any property damage, injuries or deaths arising from or relating to the aforesaid activities.

(4.) POWERLINES: You are further advised that electric power transmissions line(s) are situated in or around the community. As you may be aware, there is present controversy as to whether there is an increased chance of health risks in humans that are exposed to the electromagnetic fields associated with electrical transmission facilities. Therefore, it should be assumed that some risk is present to persons living in houses located within an area where any electromagnetic field effects are present.

DocuSigned by:

Buyer
415BE324816642E...

DocuSigned by:
Danielle Saunders
Buyer
EAE57C01D9074CC...

Buyers' Initials:  & 



TITLE COMPANY DISCLOSURE

The title company for the closing of your home will be Stewart Title Company located at 14100 Southwest Freeway Suite 201, Sugar Land, Texas 77478.

Office: (281-491-7050

Fax: (281) 596-7566

The closers who will be handling your closing will be:

Julie Cope, Escrow Officer

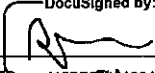
Direct: (281) 275-4413

Julie.cope@stewart.com

Heather Ramirez, Escrow Assistant to Julie Cope

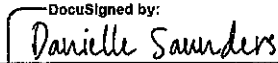
Direct: (281) 275-4412

heather.ramirez@stewart.com

DocuSigned by:

4159E328166425
Buyer Signature

4/5/2017

Date

DocuSigned by:

7AE57C10827168
Buyer Signature

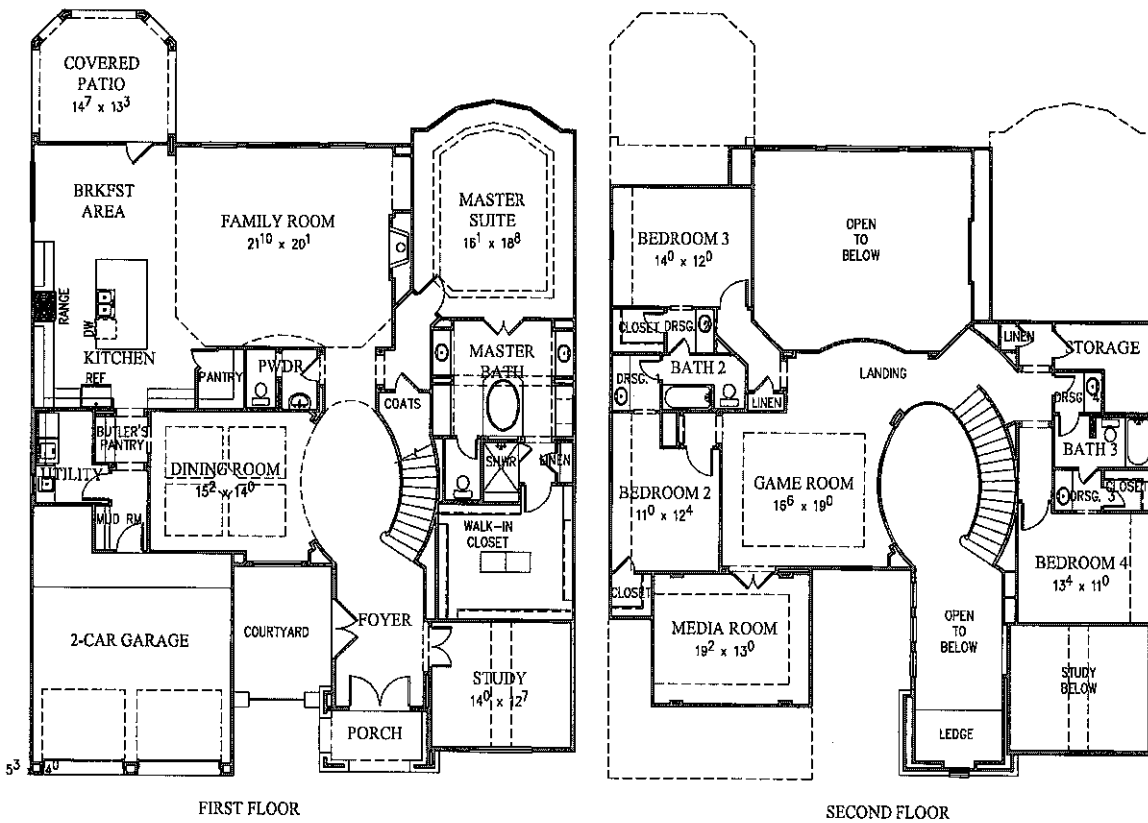
4/6/2017

Date



WESTIN
H O M E S

WILSHER
ESTATE COLLECTION



DS DS
DS



Tuscan Lakes Siena Villas 65-1 Siena Collection

Standard Features

- *Elegant Stucco and Stone Exteriors*
- *Tile Roofing*
- *Cedar Wood Wind Rated Garage Doors Includes Garage Door Openers*
- *Paved Driveway and Private Walkway*
- *Beautifully Landscaped with Sodded Front & Rear Yards Includes Full Irrigation Systems*
- *Environments for Living/Platinum Energy Program*
- *Premium Security System - Tuxedo*
- *Advanced RG6 & CAT 5E wiring – Per Plan*
- *8' Front Entry Door in Beautiful Mahogany and Wrought Iron Grille*
- *Elegant Handcrafted Wrought Iron Stair Spindles with Basket Detailing on stairs and landing in all colors*
- *Cast Stone fireplace with gas log starter**
- *Gourmet Appliance Package*
- *Energy efficient LED bulbs throughout the home*

A handwritten signature in black ink, enclosed in a rectangular box with the letters 'DS' in the top left and top right corners.

Due to Builder's continual efforts to improve its plans and design, we reserve the right to change features, specifications and prices without notice. All square footages are approximate and could change per elevation.

Standard Features as of 1/20/2015



Purchaser's Information

NEW HOME ADDRESS: 2747 San nicolo

PURCHASER'S NAME: Ashton Saunders

CO-PURCHASER'S NAME: Danielle Saunders

PRESENT ADDRESS: 2605 fra Mauro court

CITY: League city STATE: Texas ZIP CODE: 77573

HOME PHONE #: 9172875723 9174551725

EMAIL ADDRESS: ashton@techemet.com

EMAIL ADDRESS: dshehorn@hotmail.com

WORK PHONE: 9172875723 9174551725

PURCHASER CELL PHONE: 9172875723

CO-PURCHASER CELL PHONE: 9174551725



WESTIN HOMES DESIGN CENTER

New Build & Inventory to New Build

Congratulations on the purchase of your new Westin Home! The process of personalizing your new home with interior selections begins at the Design Center. Westin Homes' commitment to excellence presents you with a unique opportunity to explore interior colors and textures with the assistance of our talented Design Consultants. We look forward to helping you design the home of your dreams!

Before Design Center appointments can be made please ensure to Complete Structural Options (Chapter 1) of the Option & Pricing Book with your Sales Manager at the sales office. Once Chapter 1 has been completed and the Design Center has received all necessary paperwork, you will be contacted by the Design Center Staff for scheduling. On your behalf, Westin Homes has provided **4.5 hours** of design time to help you with your interior and exterior selections and a one hour Pre-Construction meeting.

Your Pre-Construction and Design Center time will be separated into 2 appointments. The first appointment is the **Preview Appointment** and will cover your Exterior Selections, Pre-Construction and a Preview of all the Design Center Interior Standards and Options. The Preview Appointment will be scheduled within 14 days of your contract date. The second appointment is the **Finalization Appointment** where you will finalize your Interior Selections and a deposit will be taken so your home can commence construction shortly after. The Finalization Appointment must take place within 30 days of your contract date.

Upon completion of your Finalization Design Appointment a deposit will be required. The final deposit amount will be determined by the total of Interior Options, Exterior Selections and Interior Selections (Chapters 2 & 3 of the Option & Pricing Book) selected at the Design Center. Your deposit will be a MINIMUM of \$10,000; \$10,000 deposit for selections up to \$40,000 and 100% thereafter will be required. The selection total will be calculated before any Special Promotion or Credit is deducted. Deposits are to be paid in full by Buyer at time of the Final Design Center Appointment. Westin Homes may require additional deposits based on your loan pre-approval amount and approximate appraisal values in your community.

Any remaining balance must be either financed or paid at closing. Acceptable forms of payment are personal check, Cashier's Check, or money order. Credit cards are not accepted.

In order to maximize the efficiency of your time, we ask that only the person(s) on the contract attend the Design Center appointment. Also, **children are not allowed** in the Design Center at any time.

All change requests after the Final Design Center Appointment will incur a \$150.00 fee and any additional design appointments required after the allotted initial four and a half hours will result in a \$250.00 per hour fee. Please be courteous and aware that there are 4.5 hours of design time scheduled. Any time spent at the design center over the allotted time will result in the fee stated above.



Purchase Price Vs. Appraisal Value Notice

When using a lender, if the final sales price exceeds the appraised value of the home, you will be responsible to pay 100% of the difference exceeding the appraised value at the time of closing.

Options / Upgrades Deposit Requirements

At the time of the Final Design Center Appointment, you are required to provide a deposit of:

- \$10,000 for Interior Options, Exterior & Interior Selections up to \$40,000
 - 100% exceeding \$40,000
- The Option & Selection Total will be calculated before any Promotion or Credit is deducted

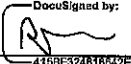
***PLEASE NOTE: ANY CASH INCENTIVE GIVEN TO A BUYER WILL BE DEDUCTED AT CLOSING, NOT AT THE TIME OF THE DESIGN CENTER APPOINTMENT.**


Pre-Approval Requirements

When financing is used to purchase the home, if the final total purchase price (including option/upgrades) exceeds the amount of loan preapproval as provided by the lender, buyer will be required to get with their Sales Manager and provide an updated pre-approval based on their final purchase price OR the Sales Manager will collect the additional monies needed based on the final purchase price within 10 days of notice.

Your Home, Your Choices

Westin Homes is providing this resource to assist our buyer(s) in making informed decisions and strongly encourages making use of this as part of home buying process. It is the responsibility of the buyer(s) to determine their options/selections based on their individual situation. Westin Homes is not responsible for options/selections made by the buyer(s), lender requirements, appraised value determination, or economic changes and their impact on any home purchase.

Homebuyer  DocuSigned by: 415BES24618542E... Date 4/5/2017

Homebuyer  DocuSigned by: Danielle Saunders EA657C010B074CC... Date 4/6/2017

Please confirm that you understand by initialing the following. If you have any questions, ask your Sales Manager before proceeding with this acknowledgement.

For New Build & Inventory to New Build Purchases:

I understand that Chapter 1 of the Option and Pricing Book must be complete before Design Center Appointments can be scheduled.

_____ Buyer's Initials _____ Buyer's Initials

I have been advised that my Exterior Selections, Pre-Construction Meeting and Preview Appointment must be completed within 14 days of my contract date. I am also aware that my Final Design Center Appointment must be scheduled and finalized within 30 days of my contract date.

_____ Buyer's Initials _____ Buyer's Initials

My Design Center Appointments are ONLY for those on the contract. Children are NOT permitted inside the Design Center.

_____ Buyer's Initials _____ Buyer's Initials

Seller requires a deposit of \$10,000 for Interior/Exterior Selections & Options up to \$40,000 and 100% for Interior/Exterior Selections & Options exceeding \$40,000. The Option & Selection Total will be calculated before any Promo or Credit is deducted. Westin Homes may require an additional deposit depending on your loan pre-approval amount and approximate appraisal values in your community.

_____ Buyer's Initials _____ Buyer's Initials

Any customized options may result in a 100% deposit at the discretion of Westin Homes.

_____ Buyer's Initials _____ Buyer's Initials

Any additional design appointments required after the initial allotted 4.5 hours will result in a \$250.00 per hour fee.

_____ Buyer's Initials _____ Buyer's Initials

I understand that any cash incentive given to me will be deducted at CLOSING and I am not able to use it at the Design Center.

_____ Buyer's Initials _____ Buyer's Initials

For Inventory Purchases:

I understand Design Center Appointments are not part of my purchase. All items have been preselected by Westin Homes on my behalf.

 Buyer's Initials  Buyer's Initials

Homebuyer  Date 4/5/2017

Homebuyer  Date 4/6/2017

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“New Build” & “Inventory to New Build” Change Orders

Thank you for purchasing a Westin Home! We look forward to working with you throughout the homebuilding process. As part of our ongoing effort to improve our process, Westin Homes has implemented policies to expedite communication and receipt of information requested by our buyers. Please review this information as it pertains to Change Order Requests, and sign to acknowledge your receipt and understanding of our policy.

What can be Added/Changed?

Change orders are intended for minor additions that you may have missed while at your Design Appointment. **Changes that affect items in design or construction will not be allowed. Any and all additions must be approved and are at Westin’s sole discretion.** Construction, lead times, and scheduling are all factors in the decision process.

- For Homes Purchased as “Inventory to New Build”, Westin will not make any changes to any home that has already started or in the process of getting started including changes to engineered options and/or exterior selection that have been selected by Westin Homes prior to your contract date.
- No change will be allowed which involves any modification to our existing elevations or plan layout (i.e. adding or removing stone, adding windows, changing roof lines, moving walls, etc.).

How to Make an Addition/Change to Your Home:

- Any additions or change requests after your Design Center Appointment must be submitted via email to Rick Bozeman at rbozeman@westin-homes.com within 14 days after your Design Center appointment.
- **ALL REQUESTS ARE SUBJECT TO WESTIN’S SOLE DISCRETION AND MUST BE APPROVED.**
- If approved, a Change Order will be created. A signature is required from the buyer and must be received by Rick Bozeman before the expiration date in order to make this change final.
- All requests that are approved require a 100% deposit of the requested items plus a \$150 fee per line item added/changed. Any additional Designer time involved with these changes will incur a fee of \$250/hour.
- A check in the dollar amount of additions or changes must be given or mailed to the Design Center along with a copy of the change order on or before the date listed on the document.

Mail to: Westin Homes Design Center
Attn: Rick Bozeman
2277 Plaza Drive, Suite 288
Sugar Land, TX 77479



“Inventory Home” Change Orders

Thank you for purchasing a Westin Home! We look forward to working with you throughout the homebuilding process. As part of our ongoing effort to improve our process, Westin Homes has implemented policies to expedite communication and receipt of information requested by our buyers. Please review this information as it pertains to Change Order Requests, and sign to acknowledge your receipt and understanding of our policy.

What Can Be Added?

Change orders are intended to allow you to add a few items that your Inventory Home may not have already included. Additions other than the items listed below will not be allowed. **All additions of the below items must be submitted for approval within 14 days after your Contract Date and must be approved by Westin Home’s in its sole discretion.** Construction, lead times, and scheduling are all factors in the decision process.

- Items you may request to add:
 - Backyard Sod
 - Blinds
 - Garage Door Opener
 - Gutters
 - Sprinkler System
 - Extending the Existing Tile Selection for your home into other areas of the home, if you do not want carpet.

How to Make an Addition to Your Home:

- Any requests must be submitted via email to Rick Bozeman at rbozeman@westin-homes.com within 14 days of your contract date.
- **ALL REQUESTS ARE SUBJECT TO WESTIN’S SOLE DISCRETION AND MUST BE APPROVED.**
- If approved, a Change Order will be created. A signature is required from the buyer and must be received by Rick Bozeman before the expiration date in order to make this change final.
- All requests that are approved require a 100% deposit of the requested.
- A check in the dollar amount of additions or changes must be given or mailed to the Design Center along with a copy of the change order on or before the date listed on the document.

Mail to: Westin Homes Design Center
Attn: Rick Bozeman
2277 Plaza Drive, Suite 288
Sugar Land, TX 77479

Please confirm that you understand by initialing the following. If you have any questions, ask your Sales Manager before proceeding with this acknowledgement.

For New Build & Inventory to New Build Purchases:

Westin Homes **will not make changes** to any home that has already started or in the process of getting started (Inventory to New Build). This includes no changes to structural options and/or exterior selections that have been selected by Westin Homes prior to your contract date.

_____ Buyer's Initials _____ Buyer's Initials

All change order requests **after the contract is accepted** must occur directly between the buyer and Rick Bozeman. All change order requests are subject to review for feasibility by Westin Homes and the ability to accommodate the request without disrupting the construction schedule of the home. Many components of the home are ordered with significant lead times to accommodate proper scheduling and completion in a timely manner.

_____ Buyer's Initials _____ Buyer's Initials

I have been advised that any changes made after my Final Design Center meeting will require a 100% deposit and will result in a \$150.00 administrative fee for **each** change. NO EXCEPTIONS. To avoid any administrative fees, please have all the selections finalized before the end of your Design Center meeting.

_____ Buyer's Initials _____ Buyer's Initials

No change order requests will be considered that involve any changes to our existing elevations (i.e. adding or removing stone, adding windows, changing roof lines, etc.)

_____ Buyer's Initials _____ Buyer's Initials

For Inventory Purchases:

Westin Homes **will not make changes** to any home that has already started or in the process of getting started. This includes no changes to structural options and/or interior or exterior selections that have been selected by Westin Homes prior to your contract date. The only exception is: Blinds, Sprinkler System, Sod, Garage Door Opener, and Gutters with required approval.

_____  Buyer's Initials _____  Buyer's Initials

I have been advised that all addition requests must be completed within 14 days of the contract date and will occur directly between buyer and Rick Bozeman with a 100% deposit required. Additions are not guaranteed; requests must be approved and are at Westin Home's sole discretion.

_____  Buyer's Initials _____  Buyer's Initials

I/We have reviewed this acknowledgement and are aware of Westin Homes' policy regarding Change Order Requests.

Homebuyer  _____ Date 4/5/2017
DocuSigned by: 415BE324818642E...


Homebuyer  _____ Date 4/6/2017
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Westin Homes wants you to love your new home! We also want you to know how to maintain it so that you get the most out of all the beautiful materials installed in it. Our goal is to minimize surprises and help set realistic expectations. Our experience tells us that when clients know exactly what to expect, they are perfectly satisfied with their materials after installation. When they haven't been properly educated about what to expect, they perceive many characteristics as defects. The next few pages are designed to inform you about the materials, so that you know what to expect out of them and what they expect from you.


BE INFORMED: **GRANITE, TRAVERTINE, LIMESTONE AND MARBLE**


All of these products can be used for countertops, floors and backsplashes and are made from natural stone that is quarried from mountains all over the world. As a natural product, granite, travertine and marble are prone to variations in color, pattern and density. These variations are completely natural; making each piece unique and adding to the beauty and charm of the material.

 While granite is a hard stone, capable of withstanding the harshest of domestic environments, the material will scratch and/or chip if exposed to repeatedly harsh treatment. Marble, limestone and travertine are softer materials and will scratch or chip more easily than granite. Marble, limestone and travertine function much better in less used areas.

 In general, granite and marble very rarely stain. However, all natural materials are by nature somewhat porous and can absorb any spilled liquid. A quick clean up is recommended to reduce the risk of permanent stains. Westin Homes does not seal any of these products on any surface- countertops, floors or backsplashes. You may choose to seal them yourself to help prevent staining.

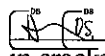
 Different from granite and marble, travertine is characterized by the pits and troughs in its surface. These characterizations make a NON-FILLED AND POLISHED travertine stone very susceptible to staining. Do not allow any liquids (including water) to sit on travertine material – colors will be absorbed and cannot be removed.

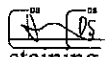
 “Soapless” cleaners are recommended for both granite and marble in order to minimize streaking and filming. However, periodic cleaning with regular soap and water is acceptable if rinsing is thorough. Always use a soft cotton cloth to wipe the surface of any marble or granite to avoid scratching the material. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

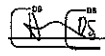
 Because of the porousness of travertine, it is important to avoid using any cleaning product that contains acid, vinegar, ammonia and/or bleach. Periodically use any specialized stone cleaner with a soft cotton rag for clean up. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

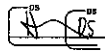
BE INFORMED: **TILE & GROUT**

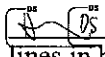
Ceramic tile is a kiln-fired clay product and an exceptionally durable floor and wall covering. However, because ceramic tile is a fired product some variation in size, color, and shade from tile to tile may occur.

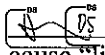
 Grout is a cementitious product that allows for the expansion and contractions of grout joints which can result in cracks – this is normal and is not a defect

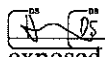
 Grout is extremely porous and **WILL** stain. You may choose to seal the grout yourself to help prevent staining. Tile is a non-porous material and will not absorb a sealer, thus a sealer on tile is not necessary.

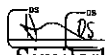
 Westin Homes does NOT seal grout lines or tile

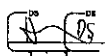
 Small grout lines can show irregularities in tile size

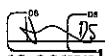
 **BACKSPLASHES** – Electrical outlets and windows located on the backsplash will interrupt patterns and grout lines in backsplash tile patterns

 If different tiles are used (for example, stone and granite, or granite and tile) in a backsplash pattern, it will cause “lipping” (one tile sticking out further than the other) due to the different thickness of each material

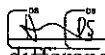
 Floor tile does not come with trim. If you choose a floor tile for your backsplash be aware that you will have exposed edges.

 Ceramic tiles are not guaranteed against dye lot variations, texture differences, or lack of uniformity in color. Similarly, grout colors are also subject to variations. Often ceramic tiles will not have trim available, and if it is offered, observable variations between a wall tile and its trim pieces are normal.

 The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

 The perception of color, texture, patterns, etc., in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Manufactures discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

Mesh Mounted Mosaic or Listellos

 As a rule, mesh mounted tile mosaics (whether assembled on sheets or listellos) will have noticeable differences in the thickness of the finished grout joints. This is due to the fact that the tile edges are not mechanically finished, which means they will produce more natural variations in grout joint spacing. In addition, all tile has a certain amount of surface or thickness variation from piece to piece as part of the firing process. This can and will create the look of an uneven or crooked installation. Please be aware that these variations should not be viewed as a product defect or the result of an installation error.

BE INFORMED: **CABINETS**

We are delighted that you have decided to invest in our quality products to enhance your home. Real wood is quite popular among today’s cabinet manufacturers and consumers as it helps to create truly beautiful products for the home. It is important to realize, however, that real wood products are very different from other materials that you may be familiar with, as they are not manufactured but a product of nature. Therefore, their appearance can be influenced by many factors uncontrolled by man (or cabinet company); causing authentic woods to vary in color, and character markings such as streaks, knots and grain patterns:

- The tree’s sapwood (outer, living part) is often distinctly different in color from its heartwood (inner, dormant part).
- Small pin knots and some larger knots can form during the tree’s natural priming process of eliminating adventitious buds and limbs.

- Most woods have a uniform texture and are generally straight grained, but can also have “curly”, “fiddle-back”, “tiger-stripe”, and or “birds-eye” patterns.
- Certain soil factors can cause variation in wood color
- Other natural circumstance, including weather conditions or the intrusion of living things such as insects or vines can cause discolorations and wounds. The tree over time will heal itself and incorporate these features into the wood.

Since natural events such as these are responsible for most of the inherent features or imprints found in the wood, no tree will be completely free of them. Samples should be considered as guides. Variations in color, grain and marking from sample to finished cabinet may be noticeable and are considered natural characteristics of wood. These variations enhance the natural beauty, depth and individuality of the product.

Finishes are used to enhance and protect wood surfaces. A common misconception is that applying a finish to wood will hide inherent inconsistencies. Actually, the opposite is true; since colored stains may attract differently to these grain patterns, some natural light and dark areas may result, accentuating natural variations.

Glaze finish, while becoming even more popular are distinctly different from other cabinet finishes you may be familiar to. It is important to realize that the designer look of glazing is achieved through a special process. We begin with the application of a toner for base color and to enhance the natural marking of the wood. The glaze is applied and then hand-wiped off, resulting in unique variances in coverage. Because the glaze is individually applied and then removed by hand, the color saturation ranges from even and consistent to varied and dramatic. The hand removal of the glaze also produces a characteristic called “hang”, where the excess glaze settles in the grooves and corners of your cabinet. The result is a one-of-a-kind look with the characteristics that make glazing so desirable.

Color Changes with Age

All finishing products that are used contain UV screens to diminish the result of ultraviolet radiation. Even through the most chemically advanced screening products used, exposing the cabinets to light, particularly sunlight, will cause the finish to yellow or darken to some degree. Because this effect increases with time, we cannot guarantee exact color matching for replacement parts ordered long after the original job was installed.

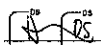
Care and Maintenance

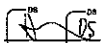
- Never use a dishcloth to clear or dry a cabinet. Detergent residue or grease may be present. Avoid any excessive moisture, clean spills immediately.
- Never use abrasive cleaners, scouring pads, or powdered cleansers.
- Use a clean damp cloth, immediately dry with a clean lint free cotton cloth

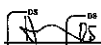
By signing below, I acknowledge that the above has been discussed and agree that my builder and the cabinet manufacturer will not be held responsible for such conditions.

BE INFORMED: **CARPET**

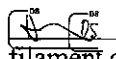
Carpet is one of the most widely used floor coverings in the country, and for good reason. It is beautiful, durable and available in many different textures, types, and colors. As with all floor coverings, there are characteristics of carpet that you need to know. While most carpets have stain protectors, no carpet is stain proof.

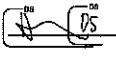
 Seams will be visible. Seams will be more visible in a lighter colored carpet than in a darker one

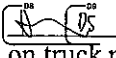
 All carpet shows tracks.


 Colors and shades do vary from one dye lot to the next

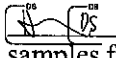
 Some carpet styles will shed after installations for a period of time – this ‘fuzz’ is normal

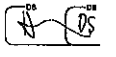
 A common characteristic of filament base carpet is described as “cornrowing”. Continuous filament carpet reduces the concerns with common shedding, but in turn allows the lines between the tufts to be more visible. In higher density carpets, visible “cornrowing” will diminish.

 Use an upright vacuum cleaner for routine cleaning (at least twice a week under normal use)

 Hot water extractions (steam cleaning) is the industry preferred method of professional cleaning. Insist on truck mounted equipment.

 Application of stain resist chemical offered by in home cleaning companies **WILL** void any stain resist warranties.

 The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

 The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and shading more or less obvious. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

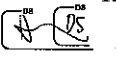
BE INFORMED: **ENGINEERED HARDWOOD FLOORING**

There are many reasons to love engineered hardwood floors: natural colors, beautiful grain, and perfectly imperfect marks that speak to the character and uniqueness of each board, just to name a few.

Engineered Hardwood flooring is real hardwood -- the word “engineered” just refers to the way in which it’s made. And there are many benefits to choosing an engineered product over a solid product.

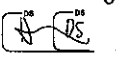
Here are the facts:

- Engineered hardwoods are made of several layers, or ‘plies’ that are glued together in a cross-grain construction. This type of construction is far stronger than a single piece of solid wood; and it’s also more structurally sound – it won’t buckle, gap, cup or twist.
- Engineered hardwoods can be installed below grade and direct to concrete - solid wood floors cannot.
- The top face is crafted from the finest Northern veneer (which is just an industry term for ‘top layer’) that provide the most uniform color and the most resistance to seasonal expansion.
- Engineered wood is topped with Aluminum Oxide to help keep floors looking newer longer by providing exceptional resistance to everyday household scratches.
- Even with today’s technologies and all the preventative care, the product is still wood and it can/will scratch.
- It is not water proof and water or other wet materials will damage the floor.

 I have read the above Facts about Engineered Hardwood Flooring.

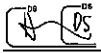
Protective Hardwood Floor Care

- Use entry mats, which will help collect the dirt, sand, grit and other substances such as oil, asphalt or driveway sealer that can be tracked onto your hardwood flooring. To prevent slipping, use an approved vinyl rug underlayment. (Tip: Don’t use rubber- or foam-backed plastic mats, as they may discolor the flooring.)
- Use floor protectors and wide-load-bearing leg bases or rollers to minimize indentations and scratches from heavy objects. (Tip: As a rule, the heavier the object, the wider the floor protector should be.)

 I have read the above Protective Hardwood Floor Care Recommendations.

Preventative Hardwood Floor Care

- Wood is a natural product that lives in a comfort zone of 35% - 55% relative humidity, and between 60 and 80 degrees Fahrenheit. To ensure the long life of your wood floor, the HVAC system should remain active at all times.
- Maintain a normal indoor relative humidity level between 35% and 55% throughout the year to minimize the natural expansion and contraction of wood. Follow these tips for winter and summer months:
- Heating Season (Dry): A humidifier is recommended to prevent excess shrinkage due to low humidity levels. Wood-stove and electric heat tends to create very dry conditions.
- Non-Heating Season (Wet): An air conditioner, dehumidifier or periodically turning on your heating system can maintain humidity during the summer months. Avoid excessive exposure to water during periods of inclement weather.
- Use care with sharp objects.
- Remove shoes with spiked or damaged heels before walking on your hardwood floor; they can leave scratches or indentations in hardwood.
- Trim pets' nails regularly.
- Rearrange your rugs and furniture periodically to allow the flooring to age evenly.
- Avoid prolonged exposure to sunlight, which can soften the tone of different species of hardwood to varying degrees and accelerate the oxidation and aging of wood.
- Protect the floor when moving by using a dolly for heavy furniture or appliances. Never try to slide or roll heavy objects across your hardwood floor.

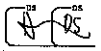


I have read the above Preventative Hardwood Floor Care Recommendations.

Routine Hardwood Cleaning

Do's

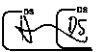
- Use a soft cloth to blot spills and spots as soon as they happen. Always avoid allowing liquids to stand on your hardwood floor.
- Sweep, dust or vacuum the floor regularly. If vacuuming, use a hard floor attachment to avoid scratching or dulling your floor's finish
- Clean the floor with Shaw R2X Hard Surfaces Flooring Cleaner, specially formulated to wipe away dirt and soil without damaging your floor's finish.
- Remove sticky substances, such as candle wax or chewing gum, by applying ice to harden the substance and then gently scraping with a plastic scraper. (Tip: A credit card makes a good substitute.) Be careful not to scratch the flooring surface. Wipe clean with a damp cloth.



I have read the above Do's for Routine Hardwood Cleaning Recommendations.

Don'ts

- Don't use oil-based, wax, polish or strong ammoniated products, which can dull your floor's finish.
- Don't use steel wool, scouring powders or other abrasive cleaners, which can scratch or damage your floor's finish.
- Don't wash or wet-mop the floor with soap, water, oil-soap detergent, or any other liquid cleaning material. This could cause swelling, warping, delamination and joint-line separation, and void the warranty.
- Don't use any type of buffing machine.



I have read the above Don'ts for Routine Hardwood Cleaning Recommendations.

BE INFORMED: BRICK AND EXTERIOR STONE Brick

Clay brick masonry is one of the most beautiful and durable building products. As with all building products, clay brick should be inspected annually, ideally in the spring, and if necessary, remedial work should be carried out to ensure the durability and aesthetics of the brickwork is not compromised.

VARIATION



Color and Brick Texture variation within any production run is an inherent part of the manufacturing process. It is not possible to include these variations in photography and normal sampling. Different types of mortar joint and the color of the mortar do affect the overall look of brickwork and can lead to a perceived color difference.



Our samples are intended to represent fairly the color, quality and size of the blend of bricks. It is not always possible to represent in a few brick all of the slight color variations or size variations found in full packages of four or five hundred brick. Our samples blends of brick, however, will meet the applicable ASTM specification for which it was manufactured.

MAINTENANCE



Brickwork requires little maintenance. However, it is important to carry out regular inspections of masonry, ideally in the spring, to identify any issues that need attention. Addressing these issues in a timely manner will help prolong the life of the home. Maintenance of brickwork includes the following:

- remedial cleaning
- addressing efflorescence if it occurs
- monitoring and replacing sealants when required
- tuck-pointing mortar joints if required
- replacing brick if required
- attending to ancillary details when excess moisture enters the masonry

CRACKS



Most cracks in brickwork can be divided into three categories, hairline cracks, stepped cracks, or vertical cracks near corners.

Hairline cracks appear on the face of the brick (normally vertical) and are generally not noticeable when viewed from 20 ft. Hairline cracks occur from time to time during the clay brick manufacturing process. During the firing process, the brick are heated to temperatures in excess of 1 800°F. During the heating and cooling, hairline cracks can sometimes develop. This type of crack does not affect the structural integrity of the product. These hairline cracks will not widen with time and do not increase the likelihood of spalling.

Stepped cracks are those that pass through both the brick and the mortar, or along the mortar joints, occur after installation and are normally associated with movement of the brickwork support or foundation. Since brick veneer is non-loadbearing, these cracks are not normally a structural concern. It is important to establish if the crack is still active (movement still taking place) or is passive (no more movement expected). If the crack is active, an engineer should investigate and determine what remedial work needs to be done to stabilize the brick veneer. If the crack is passive, and the veneer is secure, then the brickwork can be repaired by replacing damaged brick and tuck-pointing the cracked mortar joints.

Vertical cracks close to corners are generally the result of expansion of brick and insufficient vertical movement joints to accommodate the expansion of brick or vertical movement joints filled with mortar negating the purpose of the joint. Refer to Hanson Brick's Technical Note "Control Joint Placement". If there are vertical movement joints, check that the joints are clear of mortar and debris. This can be checked by pushing a thin sharp object (nail) through the sealant. If the movement joint is filled, it must be cleared. If there are no vertical movement joints in close proximity to the corner, consider cutting movement joints into the brick veneer. Positioning the movement joint in line of the crack could be a good solution

Exterior Stone

The use of stone complements your home, adding a timeless feel that catches the eye. Stone has true color throughout and is practical, as it adds durability and protects from the elements. Customizing your brick home with stone adds dramatic character and definition to your property's appearance.



All exterior stones are perfectly imperfect. They are quarried directly from the earth's crust, and every piece is unique. The only processing they need is shaping into various forms and sizes. Materials will have a wide range of characteristics. There will be variation from piece to piece. Materials will stain, scratch, etch, patina and/or effloresce. And there's no such thing as a "perfect" installation. All of this is perfectly normal and is part of the inherent beauty of the materials; these are not material defects.

VARIATION



It is important to keep in mind that stone is a product of nature and its colors and sizes WILL vary. All natural stones vary in color, texture and character. The end result will depend on the masonry crew. If every piece has one side of color, but turned to the inside of the wall, a very different look will be achieved than if the color is managed correctly.



Your exterior stone WILL vary from the sample in our catalogs and other homes you have seen. What causes variation in natural stone? As with any natural material, no two pieces of natural stone will be exactly alike. Color, as well as percentage, size and shape of markings, will always vary. Variation is not a material flaw. Please understand the range for any given material prior to making your final decision. If you have any concerns about your stones variation please voice them to your Designer so we can help you better understand or select another stone you are more comfortable with.

PATINA



The appearance of natural stone will always patina over time. Without exception.

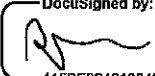
EFFLORESCENCE



Efflorescence is a crystalline deposit of water-soluble salts on the surface of masonry. Although efflorescence is unsightly and a nuisance to remove, it is not harmful to the brick masonry nor does it affect the structural integrity of the masonry. For efflorescence to occur, a number of conditions are necessary; there must be a source of water into the masonry, there must be soluble salts within the masonry, and there must be a path for the water to get to the surface of the masonry and evaporate. Efflorescence occurs only occasionally and it is difficult to predict when it will occur. However, efflorescence is generally associated with wet and cold weather, and the early life of the building. The source of the salts may be from either the cement and/ or lime in the mortar, adjacent materials or occasionally the brick.



I have read and understand all the "Be Informed" Sections Above.

DocuSigned by:

415BE324816642E...

4/5/2017

Home Buyer Signature

Date

DocuSigned by:

EAE57C01D9074CC...

4/6/2017

Home Buyer Signature

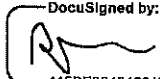
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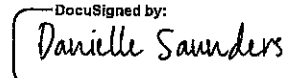


Closing & Move-In Procedures

The exciting day when you close on your new Westin home is approaching soon! We have prepared this information so you will have a smooth closing and enjoyable move into your new home. During the next few weeks, you can expect the following events to occur:

1. **CONVEYANCE WALK** – approximately one week prior to your closing date, your sales consultant will set an appointment for you and a Westin Homes construction manager to meet at the home. This meeting will take approximately 1-2 hours and is for the purpose of introducing you to the operation of the home and our warranty procedures. Conveyance walks are conducted by appointment Monday through Friday between 9AM and 3PM. Since your full attention will be required, we suggest that children not be present on the conveyance walk.
2. **CLOSING FUNDS** – if some or all of your closing funds are not immediately accessible (*money market accounts, stocks, retirement accounts, CD's, insurance policies, etc.*), you need to begin the process of making those funds available approximately 30 days prior to your closing date. In some cases, it may not take more than a few days to a week to actually receive the funds, but it is advisable to begin the process early so your closing and ability to move into your new home is not delayed. Your closing funds must be in the form of a cashier's check made payable to the Title Company. The title company cannot accept a personal check, cash, money order, or third party check.
3. **UTILITY TRANSFER** – utilities will need to be transferred the day of your closing. In order for this to happen, you will need to contact the utility companies to have service transferred from Westin Homes into your name in order to avoid an interruption in service. Some utilities will require a deposit or a letter of credit (*which you can order from your former utility company*) before service will be turned on for you. Therefore, we recommend at least a week prior to your closing, you contact the utility companies to make application for service and find out their specific requirements in your case. You can order service in your name effective for the date of your closing or the day after. Service will be taken out of Westin Homes name the day after closing, therefore your application will need to be in effect in order to avoid service from being turned off.

DocuSigned by:  4/5/2017
 Homebuyer _____ Date _____
 415BE324B1B642F

DocuSigned by:  4/6/2017
 Homebuyer _____ Date _____
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BONDED BUILDERS WARRANTY GROUP

1500 Kings Highway, Port Charlotte, FL 33980 • Phone: 800-749-0381 • Fax 941-743-0534

HOMEOWNER(S) WARRANTY ACKNOWLEDGEMENT FORM

This form should be filled out by the Builder and be signed by the Homeowner(s) at the time of contract.

This is not an Application and cannot be used to enroll the home.

BUILDER NAME: Westin Homes BUILDER NUMBER: 11025

NEW HOME TO BE ENROLLED		<i>Please type or print clearly</i>			
1. HOMEOWNER LAST NAME:	<u>Saunders</u>	FIRST NAME:	<u>Ashton</u>		
2. CO-OWNER LAST NAME:	<u>Saunders</u>	FIRST NAME:	<u>Danielle</u>		
3. NEW HOME ADDRESS:	<u>2747 San Nicolo</u>	<u>League City</u>	<u>TX</u>	<u>77573</u>	
	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
4. LOCATION:	<u>1</u>	<u>11</u>	<u>Wilsher</u>		
	<small>Building #</small>	<small>Unit#</small>	<small>Block#</small>	<small>Lot#</small>	<small>Model</small>
5. SUBDIVISION:	<u>Tuscan Lakes</u>	6. COUNTY:	<u>Galveston County</u>	7. EST. CLOSING DATE:	<u>2017</u>

CURRENT MAILING ADDRESS		<i>Provide homeowner(s) current mailing address</i>			
8.	<u>2605 fra Mauro court</u>	<u>League city</u>	<u>Texas</u>	<u>77573</u>	
	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
9. CURRENT PHONE #:	<u>9172875723</u>				

WARRANTY SELECTION							
10. WARRANTY COVERS:	<table> <tr> <td>WORKMANSHIP & MATERIALS</td> <td><u>1</u> YEAR</td> </tr> <tr> <td>ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS</td> <td><u>2</u> YEAR</td> </tr> <tr> <td>STRUCTURAL</td> <td><u>10</u> YEAR</td> </tr> </table>	WORKMANSHIP & MATERIALS	<u>1</u> YEAR	ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS	<u>2</u> YEAR	STRUCTURAL	<u>10</u> YEAR
WORKMANSHIP & MATERIALS	<u>1</u> YEAR						
ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS	<u>2</u> YEAR						
STRUCTURAL	<u>10</u> YEAR						

HOMEOWNER(S) ACKNOWLEDGEMENT

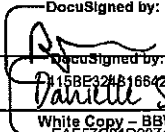
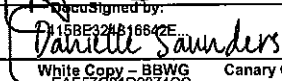
I/we acknowledge having the opportunity, either at the time of the execution of this document, at the time of contract with my/our Builder, and/or during the construction of the home, to review the terms and conditions of the Bonded Builders Warranty Group (BBWG) Express Limited Warranty Document available to me through the Builder or BBWG*. If, for any reason, I/we have not received or have not had an opportunity to review a copy of the Warranty Document, I/we must obtain a copy of it by requesting the Warranty Document in writing from BBWG*. Should I/we choose not to obtain a copy of same from BBWG, or choose not to review the Warranty Document at the times listed above, I/we hereby waive the right to later assert any inapplicability of the terms and conditions of the Warranty Document.

I/we also acknowledge that, if my/our home is enrolled in the BBWG Program that I/we hereby accept the terms and conditions contained therein in their entirety including but not limited to the alternative dispute resolution processes, including but not limited to binding arbitration, contained therein. By accepting this warranty, I/we are agreeing to waive my/our right to a trial by either judge or jury in a court of law. I/we further agree that any claims to be filed under the Warranty Document will not be filed as a class action lawsuit or be subject to any class action litigation. BBWG and I/we acknowledge that class action treatment of a claim under the Warranty Document is strictly prohibited. (Binding nature of the arbitration not applicable in Florida. If home is FHA, VA or Rural Development financed judicial remedy prior to arbitration is not waived).

I/we understand that if and when the new home warranty is issued, it is an Express Limited Warranty, not an insurance policy and any and all claims, whether contractual or otherwise, are controlled by the express terms, conditions and exclusions contained in the Warranty Document. Certain items and events are not covered by this warranty. Refer to the section titled "Exclusions" in the Warranty Document.

Bonded Builders Insurance Services, Inc, an affiliate of BBWG, would like to offer you a Homeowners Insurance quote for your new home. If you would like to contact one of our agents now, please call us toll-free at 800-749-0381, ext. 3165. You can also call this number if you would like to be removed from our call list.

*Please refer to the reverse side of this form for instructions to obtain the sample warranty document or provide your email address here to receive a sample warranty via email _____

Signatures: Homeowner:  Date: 4/5/2017
 Co-owner:  Date: 4/6/2017

Westin Homes

Broker / Agent Participation Agreement

Thank you for choosing WESTIN HOMES to service the needs of your prospective homebuyer. Your confidence in our company is greatly appreciated and you may rest assured that everything possible will be done to help your purchaser have a pleasant home buying experience. WESTIN HOMES has an exiting co-op program for real estate brokers and agents (defined as those persons in the business of buying and selling real estate as their primary occupation). This program is designed to help you maximize your earnings through co-operative sales of new homes in WESTIN HOMES communities. The following is a summary of the program's significant features:

1. This agreement, when signed by a WESTIN HOMES sales representative guarantees protection of your commission for a period of sixty (60) days from the registration date on any home contracted in the community specified. You may pre-register your prospect by phone if you will be unable to accompany them to our community. Your prospective homebuyer must complete a Guest Registration Card on their first visit to the community sales office for this agreement to be valid. The prospective homebuyer must recognize and agree that you are representing them in their new home purchase, and they must not have previously registered as a visitor, in order for this agreement to be valid. When more than one Broker / Agent Participation Agreement has been signed on the same prospect, the Realtor who registered earliest will be paid the co-op unless determined otherwise by WESTIN HOMES management.
2. At the expiration of this agreement, you may re-register your prospect for another sixty (60) day interval by coming into our community sales office and signing a new Broker / Agent Participation Agreement.
3. WESTIN HOMES is pleased to pay three percent (3%) of the final sales price as a commission on any contract executed while your Broker / Agent Participation Agreement is in effect.
4. WESTIN HOMES would be delighted to have you live in a quality WESTIN HOMES home in any one of our neighborhoods. Should you purchase a WESTIN HOMES home as your personal residence, we will gladly pay a three percent (3%) commission based on the final sales price once the home has closed and funded.
5. Westin Homes 2017 BTSA Program applies to homes sold and closed between March 1, 2017 and December 31, 2017. For any Westin home sold and closed between March 1, 2017 and December 31, 2017, receive a 3% commission on the first sale. Receive a 3% commission and 1% BTSA on the second closing. Receive a 3% commission and 3% BTSA on the third closing and beyond. Commission and any applicable BTSA will be based upon Final Sales Price of the home. This BTSA offer cannot be combined with any other BTSAs, other broker bonuses or incentives. Licensed broker or sales agent, must accompany and register buyer on buyer's initial visit to the applicable community to be eligible to receive BTSA incentive. To receive credit for BTSA program, all contracts must include the name and license number of the same registering sales agent/broker. Westin Homes has final determination on the applicability of the BTSA program to a particular home closing. BTSA will be included on the settlement statement. Program and terms are subject to change without notice. Realtor is responsible for all taxes on program rewards.

ADDRESS OF HOME PURCHASED 2747 San Nicolo Lane

PROSPECTIVE HOMEBUYERS' NAMES Ashton Saunders Danielle Saunders

AGENT'S NAME 646151 D'AMICO, HAYLEY KIM PHONE # (832) 425-1403

Remax 1st Class

AGENCY / BROKER'S NAME _____

6011 W Main St #A102

BROKER'S ADDRESS _____

League City

TX 77573

CITY _____

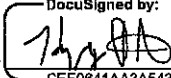
STATE _____

ZIP _____

WESTIN HOMES COMMUNITY Tuscan Lakes Section SF 65-1

ACKNOWLEDGED BY:

BROKER REPRESENTATIVE

DocuSigned by:

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4/6/2017

DATE _____

Environments for Living

I am aware that Environments for Living is a third party inspection service and certification and that Westin Homes **DOES NOT**, neither expressly nor implied, guarantee any annual/monthly heating, cooling, and/or any other electrical usage or related costs for the home at 2747 San Nicolo. I understand that any, and all, guarantees made through the "Environments for Living Program" are solely the responsibility of Environments for Living, and Westin Homes will not, in any way, be held liable for such guarantees. I have received the Environments for Living Limited Guarantee and I understand its terms and conditions.

I understand that I must register my home with Environments for Living, within 30 days after taking possession of this home, at www.environmentsforliving.com to activate any guarantees made by Environments for Living. I understand that, for my home to qualify for the Environments for Living "Limited Heating and Cooling Usage Guarantee," there are certain rules and restrictions placed upon my electrical usage by Environments for Living. These restrictions can be found by visiting the website www.environmentsforliving.com.

I understand that Westin Homes installs a solar power generation system as an option in some communities. The system has a maximum electrical output capacity of 1,000 watts of electricity (1 kilowatt). However, I also understand that, due to ever changing environmental conditions, Westin Homes can not, and will not in any way, guarantee, warrant, or otherwise assume liability for the solar electrical output generated by my panels.

Comfort Guarantee (Limited): If the guarantee indicates that it is "Silver Level," then this paragraph does not apply to you. Otherwise, the Environments For Living® Program guarantees to you, the original homeowner, that the temperature at the location of the thermostat in your home will not vary more than 3 degrees from the temperature at the center of any conditioned room within that thermostat zone. If your home has a room that does not meet this comfort guarantee, the Environments For Living® Program will identify the reason(s) for the temperature variance and coordinate with your builder to have the necessary repairs performed. In some cases, this may involve the addition of screens or protective window coatings to decrease the radiant effect of sunlight on the temperature in your home.

Heating & Cooling Guarantee (Limited): The Environments For Living® Program guarantees that the energy you use to heat and cool your home (as calculated in the Account Analysis below) will not exceed the Guaranteed Usage listed on the front of this guarantee subject to the terms of this guarantee. Since this is a guarantee of energy use and not cost, any cost will vary with your cost of energy. The Guaranteed Usage is calculated using a computer model to simulate gas (therms) and electricity (kilowatt hours) energy required to heat and cool your home in a typical weather year. If the energy used to heat and cool your home (as calculated in the Account Analysis below) exceeds the Guaranteed Usage, the Environments For Living® Program will reimburse you 100% of the cost of the difference between the Guaranteed Usage and the Heating/Cooling Energy (defined below) subject to the limitations listed in this guarantee. The reimbursement will be based on an average of your monthly utility rates during those 12 months. At its discretion, the Environments For Living® Program may (but is not required to) inspect, meter or make repairs as necessary to lower the energy requirements for heating and cooling your home in the future.

Guarantee Duration: To activate this guarantee, you must send in your reply card within 30 days of the date you purchase your home. Once you activate the guarantee, it will begin on the first day of the second month after your closing date (the Start Date) and continue for the duration listed on the guarantee. This guarantee is not transferable.

Your Responsibilities: Since your actions can greatly affect energy use, this guarantee does not apply and is void unless you exercise prudent energy management of your home. In order to maintain this guarantee, you agree to:

1. Use windows and doors prudently when operating your heating, ventilating, and cooling (HVAC) system.
2. Follow manufacturer's instructions regarding operation and service of the HVAC system, including annual inspections and filter replacement.
3. Set your thermostat at no higher than 72 degrees F during the heating season and no lower than 75 degrees F during the cooling season.
4. Notify the Environments For Living® Program of any change to your home that may increase the energy use, its equipment or occupancy after the date of this guarantee so that appropriate adjustments can be made to the Guaranteed Usage. You will be charged a fee for the re-evaluation and adjustments to the Guaranteed Usage.
5. Submit any claims and notices in writing to:

The Environments For Living® Program
2339 Beville Road
Daytona Beach, FL 32119

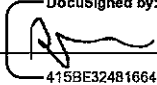
Submit claims relating to the first year of the guarantee within 30 days after the first anniversary of the Start Date. Submit any remaining claims within 30 days after the second anniversary of the Start Date. Include copies of your monthly energy statements and proof of the HVAC system maintenance and service work.

Annual Account Analysis: Your utility bills include all the energy you use for your home, including activities other than heating and cooling (such as lighting, appliances, pools, and spas). To determine whether you may have a claim under this guarantee, you will need to complete and submit the enclosed Energy Use Worksheet. For each 12-month period during this guarantee, the worksheet uses a formula to estimate the part of your total energy use that applies to heating and cooling and then compares it to this guarantee. Sample worksheets are provided for your reference. The following is a description of the formula. First, we calculate the average of your three lowest full months of energy use when your home is occupied. We assume that this average estimates the energy you used for activities other than heating and cooling. That average is then multiplied by 12 and subtracted from your total energy use during that 12-month period. The remaining number estimates the portion of energy that was used to heat and cool your home (the Heating/Cooling Energy). If needed, we also may adjust the Heating/Cooling Energy to exclude other unusual energy use not related to heating and cooling, such as seasonal use of pools and spas.

Limitations: This guarantee does not cover claims due to the malfunction or improper installation or maintenance of the HVAC system. This guarantee does not cover claims due to abuse, neglect, accident, flood, fire, or other natural disasters.

Disclaimers: Except as listed above, The Environments For Living® Program makes no other express warranties. Where permitted by law, The Environments For Living® Program disclaims all implied warranties including warranties of merchantability or fitness for a particular purpose. If the law does not permit such a disclaimer, then any such implied warranties shall be limited to the duration of this express warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The Environments For Living® Program is not liable for any incidental or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion and limitation may not apply to you. Without limiting the general disclaimers above, the Environments For Living® Program makes no representations or warranties of any kind,

express or implied, to anyone with respect to mold, Radon, or any other environmental contaminants or pollutants, whether biological or chemical in source or characteristics. This guarantee gives you specific legal rights, and you also may have other rights which vary from state to state.

DocuSigned by:
Buyer: 
415BE324816642E...
Date: 4/5/2017

DocuSigned by:
Buyer: *Danielle Saunders*
EAE57C01D9074CC...
Date: 4/6/2017

Lenders

YOU ARE NOT REQUIRED TO USE ANY OF THESE LENDERS AS A CONDITION OF YOUR PURCHASE OF YOUR HOME FROM BUILDER

Texas Capital
Kevin Yoakum - NMLS#222321
Office: 281-640-8555
Cell: 713-530-9901
kyoakum@txcapital.net

AMCAP MORTGAGE LTD
Donna Whitman - NMLS#215726
Office: 713-586-0500 ext 257
Cell: 281-793-1344
dwhitman@amcap1.com

Benchmark Mortgage
Grant Clinton - NMLS# 2143
Office: 713-802-7038
Cell: 713-398-1493
grant.clinton@benchmark.us

BBVA Compass Bank
Irene Lawder - NMLS#293459
Office: 281-243-3126
Cell: 832-600-0184
irene.lawder@bbva.com

Network Funding (Branch 745)
Dale Branch - NMLS#235574
Cell: 281-728-5421
dalebranch1018@yahoo.com

Wells Fargo - West Houston
Scott Beahm - NMLSR # 262440
Office: 281-396-8410
Cell: 713-213-3739
scott.t.beahm@wellsfargo.com

Nations Reliable Lending, LLC
MNLS# 181407
Chad Freeman - NMLS# 620255
PH: 832-428-8859

First Choice Loan Service Inc.
Alyson Griffin - NMLS#1080235
Direct: 713-202-7005
Alyson.griffin@fcbtmg.com

Secure MTG.
Jay Pirotte - NMLS#341389
Office: 713-623-5124
Cell: 832-594-5368
jav@yourbestloan.net

Nick Salem - NMLS# 587638
PH: 713-725-7800
hou360@nrlmortgage.com

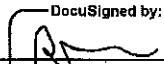
BBVA Compass Bank
Rick Conti - NMLS # 406170
Office: 281-243-3121
Cell: 832-600-9241
rick.conti@bbva.com

This is to give you notice that Westin Homes and Properties, LP ("Builder") has a separate business relationship with each of the following lenders listed above ("Lenders"). As a result of these Lender relationships, Builder may refer you to one or more of the Lenders for any mortgage you may use in connection with your purchase of a home from Builder. Take notice, however, that Builder derives no compensation of any kind, direct or indirect, from any of the Lenders. You should compare the cost of acquiring a mortgage from these Lenders with other lenders. THERE ARE MANY 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. YOU ARE NOT REQUIRED TO USE ANY OF THESE LENDERS AS A CONDITION OF YOUR PURCHASE OF YOUR HOME FROM BUILDER. BY SIGNING BELOW YOU ACKNOWLEDGE AND REPRESENT TO BUILDER AND LENDERS THAT YOU HAVE PERFORMED YOUR OWN INVESTIGATION OF THE COSTS OF THE SETTLEMENT SERVICES RELATED TO OBTAINING A MORTGAGE. If you apply for a loan with one or more of these Lenders please refer to the Good Faith Estimate provided to you for an itemization of any and all fees.

ACKNOWLEDGMENT

I/we have read this disclosure form, understand that neither Builder nor any of the Lenders is requiring me/us to purchase the above-described settlement service(s) and I/we consent to such referral and waive and release any and all claims resulting from such referral.

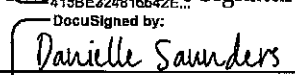
Property Address: 2747 San Nicolo

DocuSigned by:


Owner's/Buyer's Signature

4/5/2017

Date

DocuSigned by:


Owner's/Buyer's Signature

4/6/2017

Date



Homebuilding Process

Thank you for purchasing a new Westin Home in Tuscan Lakes! We look forward to beginning this process and want to do our best to keep you informed every step of the way. Many of our homeowners ask the same question: "When will my home be finished?" While we can't give a specific date at this time, we can give you some estimates based on our recent performance. These include important milestones during the homebuilding process. Rest assured, we will communicate these to you throughout the process. Our goal is to keep you informed and excited as we go through this process. So, here we go:

Milestone – Contract written, pending acceptance.

Congratulations!!! You have already done this! Once the contract is accepted and approved by management we will work on those items required for our next milestone, Design Center Meeting and Preconstruction Meeting.

Milestone – Design Center Meeting and Preconstruction Meeting

Once the contract is accepted and approved (executed), our next milestone is to attend a Design Center Meeting and Preconstruction Meeting. To streamline this portion of the process, your responsibility includes making sure that you have made your selections from the first 4 pages of your selections sheet with your Westin Homes Sales Manager, and you have an approval letter from your lender (provided you are financing your home.) Once the Design Center has received these items, you will be contacted by our Design Center staff to schedule your Design Center Meeting and Preconstruction Meeting. Our average has been to complete this milestone 30 days from the date your contract is approved.

Milestone – Home Start Package Completed

After your Design Center Meeting and Preconstruction Meeting, we will begin to prepare your home start package. Which includes engineering, permits, meters, ACC approval, title commitments, blueprints, purchase orders, work orders, etc. No need to concern yourself with these items, we will take care of all of them. Our average has been to complete this milestone 45-60 days after you have had your Design Center and Preconstruction Meetings.

Milestone – Physical Construction on Site

After your start package is completed, the start package is sent to the community Construction Manager to actually begin the construction process of your home on site! In Tuscan Lakes, it takes approximately 190 days to complete the physical construction of a westin home. We will update you with notification letters when we begin physical construction. These will include an "Initial Construction Notification", "Pre Sheetrock Notification" and a "Carpentry Trim and Paint Notification."

Milestone – 30 Day Letter, Closing Process and Homeowner Orientation

As we near the completion of the physical construction on site, your Construction Manager will determine the date your new home will be completed. Based on that information, you will be contacted by your Sales Manager (approximately 30 days from completion of construction) letting you know your home is nearing completion and you need to be prepared to close accordingly. It is your responsibility to make sure that you are ready to close by having funds available and final loan approval from your lender (if applicable). Don't worry! We will communicate to you about this more clearly and in greater detail when we get to this milestone.

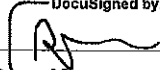
Approximately one week before close, you will attend a Homeowner Orientation. During this meeting your Construction Manager will help you become familiar with the features of your new home, including routine care and maintenance. If you or your Construction Manager notices any outstanding construction issues at this time, they will be noted. All outstanding issues will be resolved prior to your closing so that your home is 100% complete when you move in.

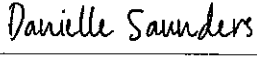
Summary

Remember, the above milestone timelines are estimates and therefore, subject to change. The length of time to complete any milestone can be affected by multiple factors. We encourage you to stay in communication with your Sales Manager throughout the process to answer any questions or concerns that you may have. We want to be proactive and effective in how we communicate with you during the process. If for any reason, you feel the need to discuss questions or concerns, please contact your Sales Manager or Kris Moreno, your Regional Construction Manager at kmoreno@westin-homes.com or 281-960-6528.

In Tuscan Lakes, it typically takes between 8 - 10 months from the date the contract is executed by Westin Homes until the home is complete.

Thank you for allowing us the opportunity to build your new home.

DocuSigned by:

Buyer Name: 24816842E... Date: 4/5/2017

DocuSigned by:

Buyer Name: EAE57C01D9074CC... Date: 4/6/2017

NOTICE TO PURCHASERS OF REAL PROPERTY Tuscan Lakes


The real property, described below, that you are about to purchase is located in the area of Galveston County MUD #43. The district has taxing authority separate from any other taxing authority, and may subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$1.00 on each \$100.00 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$64,000,000.00 on each \$100.00 of assessed valuation. The total amount of bonds excluding refunding bonds and any bonds or any portion of the bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date be issued is \$32,165,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part for property taxes is \$0.00.

The district has the authority to adopt and impose a standby fee on property in the District that has water, sewer, drainage, or flood control facilities and services available but not connected and which does not have a house, building or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is the personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

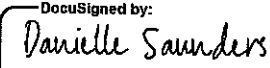
The district is located in whole or part in the corporate boundaries of the City of League City. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this district is to provide water, sewer, drainage or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

The legal description of the property which you are acquiring is as follows: Lot 11 Block 1
Tuscan Lakes 65-1

DocuSigned by:

Homebuyer
EAAC73B5-D0BB-4FB8-B88A-CE4BBA3FAE44

4/5/2017
Date

DocuSigned by:

Homebuyer
EAAC73B5-D0BB-4FB8-B88A-CE4BBA3FAE44

4/6/2017
Date

NOTICE TO HOMEBUYERS IN TUSCAN LAKES

(Revised November 23, 2015)

THE PURPOSE OF THIS NOTICE IS TO INFORM BUYERS OF HOMES IN TUSCAN LAKES OF CERTAIN MATTERS WHICH MAY AFFECT THE HOME THEY ARE PURCHASING. TUSCAN LAKES DEVELOPMENT, L. P., THE DEVELOPER OF TUSCAN LAKES (“DEVELOPER”), HAS EXECUTED THIS NOTICE TO ADVISE HOMEBUYERS OF THE FOLLOWING MATTERS:

1. Land Uses

Tuscan Lakes is a mixed-use residential and commercial project located within a planned unit development created under the zoning ordinances of the City of League City in 2003. It is anticipated that when fully developed, Tuscan Lakes will contain both single family and multi-family (for-sale townhomes and rental apartments) residential areas, retail and commercial facilities, and recreational and amenity areas. The master plan for Tuscan Lakes, which indicates existing and proposed land uses within Tuscan Lakes, is updated from time to time and is available for review and inspection by prospective homebuyers at your Builder’s home sales center. Proposed uses indicated on the master plan are subject to change at any time without notice. In addition to the above mentioned land uses, various utility facilities and sites, including but not limited to, wastewater treatment plants, wastewater lift or pumping stations, water treatment and storage facilities, power poles, lines, and transformers, telecommunications towers and satellite dishes, drill sites, pipelines, wetlands areas, lakes, detention and drainage improvements may be located within the community.

2. Maps and Illustrations

Maps or plats within the Builder’s home sales center and in printed materials distributed to prospective homebuyers indicate the location of homes and lots available for purchase and describe plans for future development and other items of interest. With regard to such information, homebuyers should note the following:

- (a) Some of the facilities or uses may be designated as “Proposed” or “Future”. These proposed or future facilities or uses are based on current plans which are subject to change without notice, and there is no assurance that any such proposed or future facilities or land uses will be developed.
- (b) A parcel may be designated as an “Out Parcel or Tract”. These lands will not be developed as part of Tuscan Lakes and the Developer has no control over the uses of these lands or the types of facilities that may be constructed thereon.
- (c) Certain parcels within and in the proximity of Tuscan Lakes that are existing and/or proposed for COMMERCIAL DEVELOPMENT, PARKS, PLAYGROUNDS, WATER TREATMENT AND STORAGE FACILITES, POWER POLES, LINES AND TRANSFORMERS, TELECOMMUNICATIONS TOWERS AND SATELLITE DISHES, WASTEWATER TREATMENT PLANTS AND WASTEWATER LIFT OR PUMPING STATIONS, GUN RANGE, DRILL SITES, ARTERIAL STREETS OR THOROUGHFARES, SCHOOLS, CHURCHES, MULTIFAMILY HOUSING (APARTMENTS), ETC. may produce noise, odor, traffic, vibration or light infiltration that may affect the property a homebuyer is purchasing. Homebuyers should note specifically the location of these facilities relative to the home they are purchasing.

- (d) Plats indicate the location of underground pipeline and underground or overhead power easements, and electrical transmission line easements. These easements and the facilities therein are owned and operated by third parties not affiliated with the Developer or the home builders in Tuscan Lakes. Homebuyers should note the location of these easements relative to the home they are purchasing.

3. **Former Airport Site**

A portion of the property within Tuscan Lakes was formerly operated as the Houston Gulf Airport which conducted aircraft operations between the 1950's and 2002. The airport runway, taxiway, tarmac, aircraft hangars and other buildings, above ground oil/fuel storage tanks, an underground fuel storage tank ("UST"), septic tanks and grease traps were removed in 2003, 2004 and 2005. In addition, two (2) documented former gas wells and two (2) water wells were located within the boundaries of the former airport site. Environmental testing and mitigation were undertaken, and the cutting and capping of the gas wells was documented under the direction of an environmental consultant. The water wells were likewise cut and capped in accordance with TCEQ directives. Your home may be located within or in close proximity to these former airport facilities, the former gas wells, the former water wells or the UST. However, the capped wells and the UST site are indicated to be located within future road rights-of-way and/or reserve tracts. Homebuyers should note the location of the former airport facilities, the former UST site and the capped gas and water wells relative to the home they are purchasing.

4. **Local Gun Range**

The Clear Creek Gun Range is located east of Tuscan Lakes and south of League City Parkway at 2381 Gun Range Road. Information is available at www.clearcreekgunrange.com.

5. **Deed Restrictions**

Buyers of homes in Tuscan Lakes will receive copies of the current deed restrictions which are administered by the Tuscan Lakes Community Association, Inc. (the "HOA"). The HOA has the authority to make assessments against all lots within its jurisdiction based on the number of living area square feet within the residence located on the lots. The HOA assesses the first purchaser of a home (i) an operating fund capitalization fee equal to fifty percent (50%) of the HOA's annual assessment for the year the home is purchased and (ii) a reserve fund capitalization fee equal to twenty-five percent (25%) of the HOA annual assessment for the year the home is purchased. These are in addition to the HOA's annual assessment. Additionally, homebuyers who are purchasing a home in a designated neighborhood where a neighborhood assessment has been or may be levied, will be assessed a contribution to the neighborhood in addition to the annual neighborhood assessment for the year the home is purchased.

All exterior home and landscaping modifications, including but not limited to additional landscaping, swimming pools, play structures, patio covers, decks, basketball goals, etc., require the written approval by the HOA's Architectural Review Committee ("ARC") prior to installation. The ARC does not issue verbal approvals. Any exterior home or landscaping modifications made without written ARC approval are subject to being removed at the homeowner's expense. Homebuyers are advised to read and understand the requirements of the deed restrictions prior to commencing any improvements to the home or lot.

6. Themed Community

Tuscan Lakes is a “themed community”. The common area landscaping, monumentation and community facilities are designed to replicate the look and feel of the Tuscany region of Italy. As such, the ARC, under the authority of the HOA, will govern the plant species that may be installed in the yards of homes, particularly those backing, fronting or siding onto all major or minor thoroughfares, arterials or collector streets and common areas in Tuscan Lakes. Homebuyers are advised to read and understand the requirements of the deed restrictions prior to commencing any landscaping improvements on a lot. Some plant species or variations within a species will not be permitted, particularly in areas visible from major or minor thoroughfares, arterials or collector streets and common areas.

7. Tuscan Lakes Foundation Committee

The Tuscan Lakes Foundation Committee has been created as a committee of the HOA (“Foundation Committee”), which funds beneficial community services and programs for the residents of Tuscan Lakes. The Foundation Committee’s activities are funded by the HOA assessing each purchaser a Foundation Payment in an amount not to exceed one percent (1%) of the total sales price of each home sold within Tuscan Lakes. Accordingly, each home purchased will be subject to the Foundation Payment upon each and every sale in the future.

8. Developer - Builder Relationship

The Developer is the owner of certain property in Tuscan Lakes and has contracted with various independent contractors for the installation of certain utilities, roads and amenities to serve the lots. The Developer sells lots to independent home builders who are solely responsible for the construction of the residences. The Developer is not a joint venturer or partner of or with the home builders and is not responsible for any claims related to the construction of homes.

9. Maintenance of Streets and Utilities

The Developer has previously constructed and installed and will hereafter construct and install various streets and traffic signage within Tuscan Lakes to comply with the requirements of the City of League City and Galveston County. The City of League City is responsible for the maintenance of all streets and enforcement of speed limits except for the private streets within certain neighborhoods which are maintained by the HOA. Various municipal utility districts are responsible for the construction and maintenance of the water, sanitary sewer and drainage facilities, including swales, within their boundaries, except those facilities which are private and serve only an individual home. Requests for maintenance of the public streets and utility facilities should be directed to the City of League City and the applicable municipal utility district, respectively.

10. Lakes and Other Water Areas

Tuscan Lakes includes numerous lakes, drainage ditches and other water areas which may present a danger to residents and in particular to children. Homebuyers should note the location of any of these areas in relation to the home they are purchasing. The use of lakes and other water areas within Tuscan Lakes is subject to rules and regulations adopted by the HOA’s Board of Directors as amended from time to time.

THE DEVELOPER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, ABOUT THE EFFECT OF THE MATTERS SET FORTH HEREIN, IN GENERAL, OR SPECIFICALLY ON THE PARTICULAR PROPERTY WHICH A BUYER IS PURCHASING. THE DEVELOPER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY TYPE OF DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, BECAUSE OF THE MATTERS DISCLOSED HEREIN. BY EXECUTION HEREOF, THE UNDERSIGNED BUYER AGREES THAT THE DEVELOPER HAS NO LIABILITY IN CONNECTION WITH THE MATTERS SET FORTH IN THIS NOTICE.

By executing this NOTICE, the undersigned Homebuyer(s) represent that he/she has (have) fully read and understand the matters set forth and discussed herein and that he/she is (are) not relying upon any representation, warranty or statement by the Developer or any sales representative which differs from the disclosures made herein.

The property being purchased by you in connection with this Notice is:

Block 1, Lot 11 of Section 65-1, a subdivision in Tuscan Lakes, Galveston County, Texas.

This Notice shall be appurtenant to and constitute a covenant running with the title to the property within Tuscan Lakes for the purpose of providing notice of the matters set forth herein to prospective buyers of homes and lots and all future owners, tenants, occupants, mortgagees or others having any interest in such property.

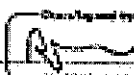
Homebuyer(s) Name(s):

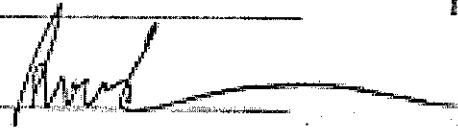
Ashlan Saunders

Date: 4/5/2017

Printed

Signature

Designated by




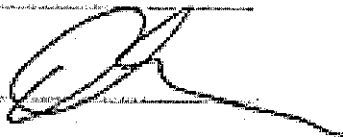
Danielle Saunders

Date: 4/6/2017

Printed

Signature

Designated by
Danielle Saunders

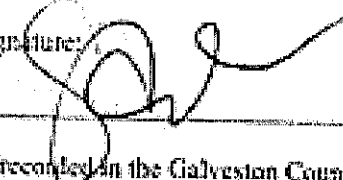


Address of Property:

2747 San Nicolo

Sales Consultant Signature:

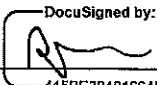
Designated by

This document was recorded in the Galveston County Official Public Records, Record No. 2015072893

**Notice of Declaration of Covenants, Conditions and Restrictions for the Tuscan
Lakes Community Association, Inc**

Buyers acknowledge that they have received a copy of the Declaration of Covenants,
Conditions and Restrictions for the Tuscan Lakes Community Association, Inc. (CCR's).

DocuSigned by:

Buyers _____
415BE324816642E...

4/5/2017

Date

DocuSigned by:
Danielle Saunders
Buyers _____
FAE57C01D8074CC...

4/6/2017

Date

THIS HOME REQUIRES FULL STUCCO

Plan No:
56507-A
WILSHIRE
Rev. Date: 1/21/16

Sod Front Yard	228 Yds	Drive #	457
Sod Back Yard	396 Yds	Inturn #	301
Sill Fence	62 Yds	Lead #	81
6' Wood Fence	202 Ft	Public #	178
4' Wood Fence	0 Ft	Imp. Cover	39%
Iron Fence	0 Ft		
Special Fence	0 Ft		

Title:
2747 SAN NICOLO LANE
LOT 11, BLK 1, SEC 65-1

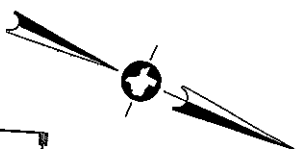
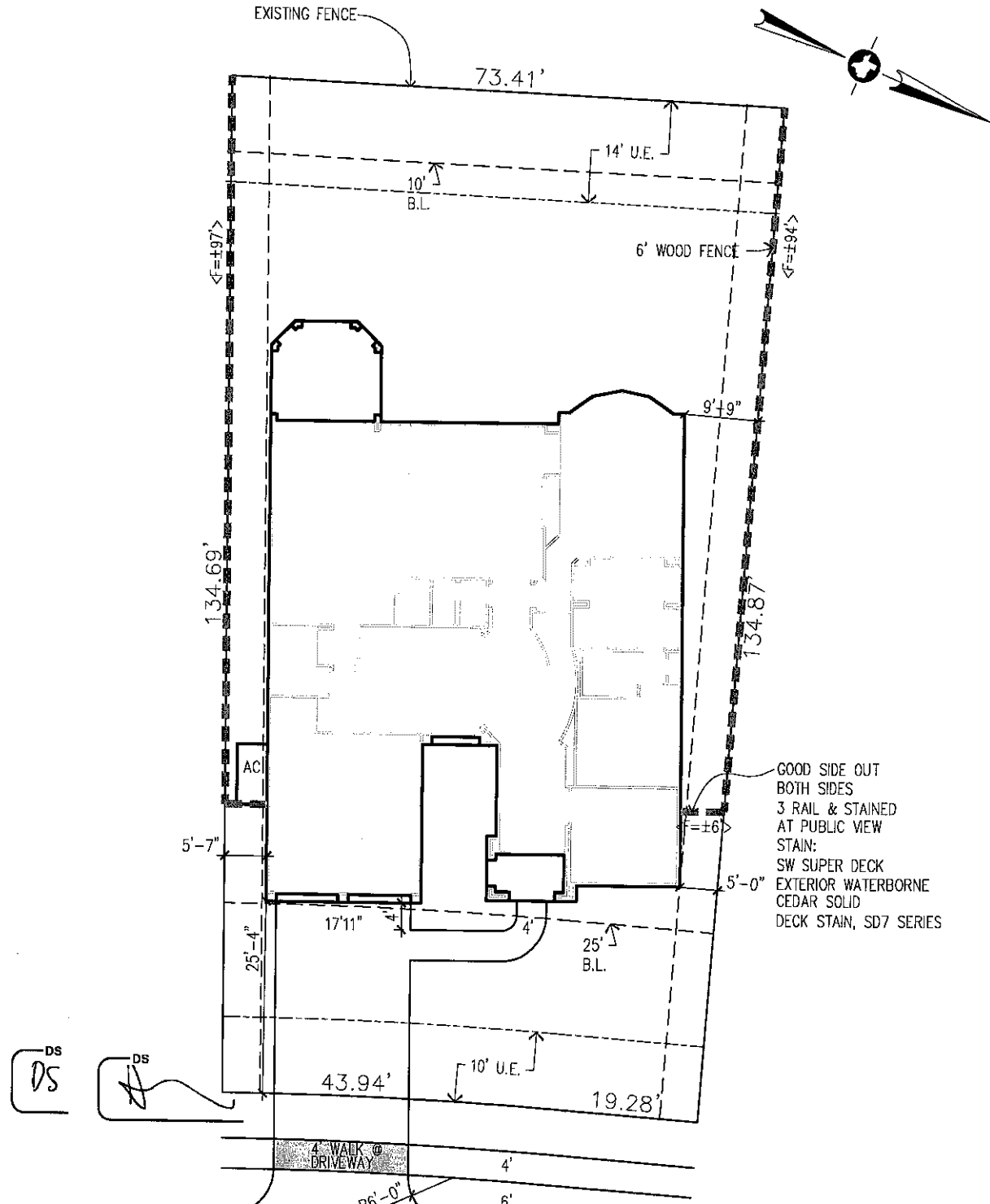
Buyer Signature:

Subdivision:
TUSCAN LAKES
City/Jurisdiction:
LEAGUE CITY, TX

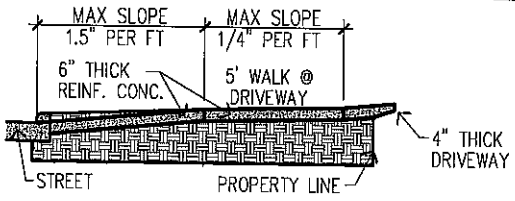
WESTIN
H O M E S



© COPYRIGHT 2006



GOOD SIDE OUT BOTH SIDES
3 RAIL & STAINED AT PUBLIC VIEW
STAIN:
SW SUPER DECK
EXTERIOR WATERBORNE CEDAR SOLID DECK STAIN, SD7 SERIES



HOMEOWNER TRANSACTION SUMMARY

2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
Home:		Base Price: \$ 510,990
Work:		Lot Premium: \$ -
E-Mail:		Purchase Price Before Buyers' Options: \$ 510,990
		Elevation: Standard
T-96699		Exterior Selections \$ 4,386
		Exterior Selections Discount \$ -
E-93478		Interior Selections: \$ 96,699
		Interior Selections Discount: \$ (77,290)
S-4341		Structural Selections: \$ 15,374
		Structural Selections Discount: \$ (1,674)
File no: 126.35		Total Options: \$ 37,495
A-102.2		Discount: \$ -
P-2091		Earnest Money:
		Upgrade Money:
E-Riley		Upgrade Money Paid Outside Closing:
		Total Purchase Price: \$ 548,485
Stage	Description	Amount
	Printed 5/20/16:CS	
	CHANGE ORDER 2/21/17: Change kitchen backsplash	
	CHANGE ORDER 2/2/17: Change master, utility countertops, change kitchen backsplash	
	CHANGE ORDER 1/13/17: Change bath vanity lights and note in master bath.	
	CHANGE ORDER 12/21/16: Change kitchen, powder countertops, kitchen backsplash and sink	
	CHANGE ORDER 12/13/16: Change master and kitchen countertop Reverse 400-13930 CO - 12/14/16	
	CHANGE ORDER 11/7/16: Add venthood insert Best 36" CP35I369SB	
	NOTE 6/6/16: Change fridge enclosure size	
	CHANGE ORDER 5/27/16: Add option 23 and double front door	
	Exterior Selections	
Brick	#N/A	\$ -
Brick Option	[5045] Per Plan (Stucco & Stone)	Standard
		\$ -
Brick Mortar	#N/A	\$ -
		\$ -
Brick Pavers at Front Porch	[231] Do not install brick pavers at front porch	Standard
		\$ -
Stone	[5175] Palamino Chateau - Includes [246] White Mortar	\$ 797
		\$ -
Stone Mortar	[246] White	Standard
Garage	[391] Two car attached garage	Standard
Garage Door Opener	[399] Two door full installation with two transmitters - per elevation (Screw Drive)	Standard
		\$ -
Garage Door Style	[77] Coventry	\$ -
		\$ -
Gutters	[408] Gutters-Front Only	Standard
Landscaping		
Landscaping - Sod	[464] Front and Rear Yard	Standard
		\$ -
Landscaping - Sprinkler System	[444] Oversized Lot- Front & Rear Yard	Standard
		\$ -
Landscape Lighting	[16442] Landscape Lighting Package 2 (60' Lot to 79' Lot)	\$ 3,139
Paint - Exterior		
Paint - Stucco Body Color	[4818] Ashen 516-4	\$ 225
		\$ -
Paint - Stucco Trim Color	[4955] Curlew 1021-6	\$ 225
		\$ -
Stain - Garage Door / Cedar Accents	[2635] Dark Oak 725	\$ -
Exterior Shutters	[2625] Elevation Includes Wood Shutters (Barn Style or Raised Panel) - Stained	Standard
Shutters - Stain / Paint Color	[2635] Dark Oak 725	
Roof Tile	[19165] Desert Sage 1TECS0024	
Driveway Pavers	[19251] Holland (Herringbone Pattern) - Antique Brown	
	Interior Selections	
	Design Center Promotional Credit	\$ (50,000)

2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
A/C Upgrades		
Fridge	Do Not Install	
Washer	Do Not Install	
Dryer	Do Not Install	
Appliances Color		Standard
Cooktop	SRT364G	
Oven	S030TE/S/TH	
Micro	MS24	
Dishwasher	D5424XLS	
Wine Cooler	6C-24BG/S/TH	\$ 1,575
Venthood	Best 36" CP35I369SB	
Appliances Cooktop		\$ -
[332] Gas Cooktop		Standard
Cabinets		
Island Cabinets	[12151] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Snowdrift w/ Mocha Antiquing	\$ 250
Kitchen Cabinets	[12153] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	\$ 2,877
	Freestanding Vent Cabinet - Nebulous Gray w/ Mocha Antiquing	\$ 1,460
	Kitchen Hardware 206C	\$ 350
	ADD FRIDGE ENCLOSURE 36x84"	\$ 800
		\$ -
Master Bathroom Cabinets	[12653] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	\$ 1,547
	Wrap Tub Skirt with Cabinet Front Instead of Tile	\$ 441
	Master Hardware 525 PC	\$ 154
		\$ -
Powder Bathroom Cabinets	[13423] Kentmore - Shaker Style Furniture Piece Vanity - Nebulous Grey w/ Mocha Highlight	\$ 598
	Powder Hardware 206C	\$ 28
		\$ -
Hall Bath 2 Cabinets	[13651] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Snowdrift w/ Mocha Antiquing	\$ 790
	Bath 2 Hardware 525 PC	\$ 77
		\$ -
Hall Bath 3 Cabinets	[14151] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Snowdrift w/ Mocha Antiquing	\$ 685
	Bath 3 Hardware 525 PC	
		\$ -
Utility Room Cabinets W/Uppers	[12153] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	\$ -
	Utility Hardware 525 PC	
Mudroom Cabinets	[12153] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	\$ -
	Mudroom Hardware 525 PC	
Master Closet Packing Island	[12653] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	
	Packing Island Hardware 525 PC	
Butler's Pantry	[13651] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Snowdrift w/ Mocha Antiquing	
	Butlers Pantry Hardware 525 PC	
	Add 24" Wine Cooler In Butlers Pantry	
Family Room Floating Shelves and Cabinet	[12153] Kentmoore - Groveland - Full Overlay - Slab Drawer - Painted - Nebulous Gray w/ Mocha Antiquing	
	Family Room Hardware 525 PC	
Carpet		
	[6053] Group 2- Spec - Goal Keeper - Driftwood	\$ 1,323
		\$ (1,323)
Master Carpet	Group 9 - Shaw Caress Appreciation CCP09 Dundee #750	\$ 750
Carpet Pad		
[99] 1/2" 5lb FHA		Standard
Countertop - Kitchen		
Countertop	[17484] Quartz - Group 5 - 2CM Campina - Avanti	\$ 5,476
		\$ (3,158)
Edge - Kitchen	[9995] Ogee Demi Bullnose	\$ 842
		\$ -
Sink - Kitchen	[1618] Single Basin Apron Smooth Apron Ceramic Farmhouse BWPA3020	\$ 550
		\$ (580)
Countertop - Master Bath		
Countertop	[9969] Bath Countertops - Group 2 - 2CM Kalliston - 2CM	\$ 2,576
		\$ (1,932)
Edge - Master Bath	[9991] Waterfall	\$ -
Sink - Master Bath	[1676] BW88025-HNP Undermount Round Hammered Nickel Plated	\$ 850
		\$ (850)
Countertop - Powder Bath		
Countertop	[17484] Quartz - Group 5 - 2CM Campina - Avanti	\$ 624
		\$ -

2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
Edge - Powder Bath	[9991] Waterfall	\$ -
Sink - Powder Bath	[1667] BWMS006 Guanxi White Vessel	\$ 525
		\$ -
Countertop - Hall Bath 2		
Countertop	[9945] Bath Countertops - Group 1 - 2CM Lagos Blue - 2CM	\$ 392
	Special Promotion	\$ (336)
Edge - Hall Bath 2	[9991] Waterfall	\$ -
Sink - Hall Bath 2	[1626] BW0005-W White Square Undermount Vanity Sink	\$ 690
	Special Promotion	\$ (690)
Countertop - Hall Bath 3		
Countertop	[9945] Bath Countertops - Group 1 - 2CM Lagos Blue - 2CM	\$ 1,176
	Special Promotion	\$ (1,008)
Edge - Hall Bath 3	[9991] Waterfall	\$ -
Sink - Hall Bath 3	[1626] BW0005-W White Square Undermount Vanity Sink	\$ 690
	Special Promotion	\$ (690)
Countertop - Utility Room		
Countertop	[17484] Quartz - Group 5 - 2CM Campina - Avanti	\$ 676
Edge - Utility Room	[9991] Waterfall	\$ -
Sink - Utility Room	[1692] Undermount Single Bowl - HANDMADE - Stainless - BWHM1515	\$ 400
Doors		
Front Exterior Door	[2499] 8" Iron Tree Forged Iron Rectangular Double Door - Aquatex Glass, Antique Bronze Finish - Southern Front	\$ 2,900
		\$ -
Glass (for Wrought Iron Door Only)	[270] Do Not Install	Standard
		\$ -
Front Door Stain Color	[1284] Antique Bronze Finish (circle ONLY for Forged Iron Doors)	Standard
		\$ -
Kitchen Exterior Door	[337] Full Glass (one light)	Standard
		\$ -
Drywall	[278] Round Corners Throughout Home (Except Windows)	\$ 750
	Special Promotion	\$ (750)
Electrical		
Light Switch, Outlet & Phone/Cable Plates	[431] White	Standard
		\$ -
		\$ -
		\$ -
Elevation	[203] Elevation A	
Fencing		
Fireplace Surround	[1465] 42" Zane Cast Stone	\$ 1,824
Material Selection		Special Promotion
		\$ (739)
Optional Hearth	[1499] Do Not Install	\$ -
Optional Wall Treatment Above Fireplace	[1499] Do Not Install	\$ -
Flatwork Concrete		
Foundation	Add electrical conduit to slab for Island	
Frame/Cornice		
Glass / Mirrors / Mirror Frames		
Master	Install Mirror from Countertop to Ceiling, Wall to Wall fill Entire Back Wall Space in Each Countertop area	\$ 1,400
		\$ -
Powder	[2187] Prefab Mirror - M343493	\$ 367
Flooring Tile / Wood		
Kitchen/Breakfast Room Area	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 5,380
	Special Promotion	\$ (2,968)
Backsplash:	Pattern DV#12 Field: S3 Adder - ITS Tumbled Marble Dolomite White 3x6	\$ 1,225
Hallway to Dining/Butler's Pantry/Wine	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 798
Utility Room Area	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 841
	Special Promotion	\$ (464)
Foyer	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 1,697
	Special Promotion	\$ (936)
Diamond Inlay in Foyer	#N/A	\$ -
Extended Foyer	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 2,726
Diamond Inlay in Extended Foyer	#N/A	\$ -
Powder Room Area	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 638
	Special Promotion	\$ (352)
Powder Room Area Backsplash	Tile Entire Back Wall Countertop to Ceiling FS2: American Tile Chp 17 Atlas Riverwash Pier Mosaic 13x10, Stripes - Run Vertically	\$ 750
Living Room/Optional Study	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 2,712
Dining Room	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 3,408
Family Room	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 6,785
	Group 7 Tile - Crossville - Ready to Wear - Button Up AV311 - 12x24 - Horizontal Brick Pattern with Stripes - For Every 2 Rows of Tile Add One Row of Mosaic Liner A1: Emsor Unique Ballard Stone & Glass Blend Mosaic - See Diagram	\$ 1,920
Master Bathroom		Special Promotion
		\$ (1,600)
Master Countertop Backsplash	Same Material as Countertop	\$ -
Master Shower Floor	Master Shower Floor Tile - A2 Adder - ITS Thassos White Marble 1x1	\$ 300

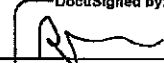
2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
Master Bathroom Shower Walls	Pattern 144 - Tile to Ceiling Incl. Field: T3 Adder - CV Ready to Wear Button Up AV311 12x24 Full Sheet: A1 Adder - Emser Unique Ballad Stone & Glass Mlx	\$ 2,150
	Special Promotion	\$ (900)
Master Tub Splash	Pattern 201 Field: T3 Adder - CV Ready to Wear Button Up AV311	\$ -
Hall Bathroom 2 Tub Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 255
	Special Promotion	\$ (255)
Hall Bath 2 Countertop Backsplash	Liner A4 - American Tile Chp 17 Atlas River Wash Pier Mosaic #803653 (4")	\$ 400
Hall Bathroom 2 Shower Walls	Pattern 109 Field: T1 Adder - American Tile Calypso Circle 13x13 Liner: A4 Adder - American Tile Chp 17 Atlas River Wash Pier Mosaic #803653	\$ 525
		\$ -
Hall Bathroom 2A Sink Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 113
Hall Bathroom 2B Sink Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 150
Hall Bathroom 3 Tub Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 285
	Special Promotion	\$ (285)
Hall Bath 3 Countertop Backsplash	Liner A4 - American Tile Chp 17 Atlas River Wash Pier Mosaic #803653 (4")	\$ 400
Hall Bathroom 3 Shower Walls	Pattern 109 Field: T1 Adder - American Tile Calypso Circle 13x13 Liner: A4 Adder - American Tile Chp 17 Atlas River Wash Pier Mosaic #803653	\$ 525
		\$ -
Hall Bathroom 3A Sink Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 113
Hall Bathroom 3B Sink Area	Group 2 Tile - American Tile - Calypso - Circe - 13x13 - Horizontal Brick Pattern	\$ 113
Stair Treads	Oak Treads Stained to Match Handrail with Painted Risers	
Hallway #1:	Group 9 Tile - Marazzi - Harmony - Note - 9x36 - Herringbone Pattern	\$ 1,015
Hallway #2:	#N/A	\$ -
Fireplace Surround	Cultured Stone	
Hardware Front Door Handleset Only	[1137] Tavaris Bronze	\$ 206
	Special Promotion	\$ (206)
Hardware Interior Doors	[1208] Halifax Lever - Chrome	\$ 950
		\$ -
Insulation		
Landscaping - Trees Machine Pine	Machine planted Pine: Quantity:	Standard
Landscaping - Trees Machine Oak	Machine planted Oak: Quantity: 2	Standard
Landscaping - Trees Street Oak	2 Inch street Oak: Quantity:	Standard
Light Fixtures		
Interior Light Fixtures	[1253] Crystal Persuasion Chrome	\$ 2,430
	Special Promotion	\$ (1,080)
Optional Masterbath Fixtures	[16627] Crystal Persuasion 42029CH - 5 Light - 16627	\$ 392
Optional Breakfast Fixtures	[270] Do Not Install - 270	Standard
Ceiling Fans	[2279] 300126PN	\$ 630
		\$ -
Bath Vanity Lights	[1309] Aubrey Chrome	\$ 484
	Masterbath Sconces to sit on side walls part Part #45658CHLED	NOTE
Media Room Sconces	[1420] If Included in Plan: Media Sconces to Match Interior Light Fixture Collection	Standard
Pendant Lights	[2389] Cobson (LG PN)	\$ 327
Exterior Light Fixtures	[1379] Harbor Row	\$ 695
		\$ -
Outdoor Ceiling Fan	[270] Do Not Install	Standard
Paint - Interior		
Interior Wall Paint	[503] Whiskers LG201306	\$ -
Interior Trim Paint	[516] Pegasus 517-1	\$ -
Interior Ceiling Paint	[503] Whiskers LG201306	\$ -
Stair Risers Color	[516] Pegasus 517-1	\$ -
Paint - Room Accent Colors	**Walls Only, Trim & Ceiling are same as Selected Above**	
Kitchen / Breakfast	#N/A	\$ -
		\$ -
Master Bathroom	[4659] Gray By Me 1008-4	\$ 200
	Special Promotion	\$ (200)
Master Bathroom Commode	#N/A	\$ -
		\$ -
Hall Bathroom 2	#N/A	\$ -
		\$ -
Hall Bathroom 3	#N/A	\$ -
		\$ -
Powder Room	#N/A	\$ -
		\$ -
Media Room	[4659] Gray By Me 1008-4	\$ 325
		\$ -
Master Bedroom	#N/A	\$ -
		\$ -
Bedroom 2	#N/A	\$ -
		\$ -
Bedroom 3	#N/A	\$ -
		\$ -
Study	#N/A	\$ -
		\$ -
Dining Room	#N/A	\$ -
		\$ -
Paint - Specialty Areas Accent Colors		\$ -

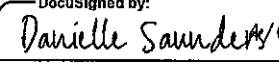
2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
Art Niches	Foyer [4659] Gray By Me 1008-4	\$ 50
Dining Room Below Chair Rail	[4659] Gray By Me 1008-4	\$ 125
Flat Rotunda	#N/A	\$ -
2 Layer Coffered Ceiling - (Ceiling and Vertical Side Painted)	#N/A	\$ -
Coffered Ceiling with Sections - (Ceiling Painted Only)	Dining Room [4659] Gray By Me 1008-4	\$ 325
4 Layer Rotunda Ceiling - (Center Ceiling and Horizontal Sides Painted)	#N/A	\$ -
3 Layer Coffered Ceiling - (Ceilings and Vertical Sides Painted)	#N/A	\$ -
Coffered Ceiling - (Vertical Part Only)	Game Room & Master Bedroom [4659] Gray By Me 1008-4	\$ 200
4 Layer Rotunda Ceiling - (Verticals Painted Only)	#N/A	\$ -
Non-Coffered Media Room Ceiling Paint	#N/A	\$ -
Fireplace Bump Out Accent	[4659] Gray By Me 1008-4	\$ 450
Plumbing		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Kitchen Faucet	[15805] Mateo Touch2O Pull-Down - Chrome (9183T-DST)	\$ 661
Master Bath Plumbing	[15558] Trinsic-Chrome, Widespread (3559-MPU-DST)	Special Promotion \$ (284)
Powder Bath Faucet	[15354] Ara - Chrome, Open Channel Vessel (768LF)	Standard \$ (550)
Hall Bath 2&3	[15270] Linden-Stainless, Two Handle Centerset (2594LF-MPU)	Special Promotion \$ (301)
Utility Room	[15776] Contemporary Bar Faucet - Arctic Stainless (1959LF-AR)	\$ 316
Optional Pot Filler	[15762] Contemporary Pot Filler-Chrome (1165LF)	\$ 816
Plumbing - Tub	42x72 Acrylic Oval Tub /clipped corners	\$ 650
Commodes, Tubs & Shower Pan Color	[371] White	Standard \$ -
Roof - TechShield	[472] Install TechShield	Standard \$ -
Security System	[456] Full Security System with one "Tuxedo" Keypad (Standard in Cardiff Ranch)	Standard \$ -
		\$ -
Throughout	(1) Westin SPEC Package Includes: (1) additional 110V in package price, (3) room stereo speaker prewire [3 sets of 2], (1) distant HDMI bundle, (1) 5.1 surround sound prewire, (1) dual jack [CAT5E & RG-6]	\$ 1,175
	Special Promotion	\$ (1,175)
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Shower Enclosure Style	[347] Victory	\$ 500
Shower Enclosure Glass	[377] Clear glass	Standard \$ -
Shower Enclosure Color	[416] Chrome Finish	Standard \$ -
Stair - Starter Step Carpet/wood	#N/A	\$ -
Stair - Starter Step Wood Color		\$ -
Stair Rail Main	[1552] Celino - Satin Clear - Metal Spindles Stairs and Landings (Iron Wood)	\$ 4,532
	Special Promotion	\$ (3,707)
Stair Newel/Volutes	[497] Install Two Box Newels (Iron Wood)	\$ 600
Stair Rail Stain Color	[1294] Ebony	Standard \$ -
Trim	Delete Chair Rail in Media Room	NOTE \$ -
Stair Treads	Oak Treads Stained to Match Handrail with Painted Risers	\$ 2,950
Interior Door Selection	[1438] Install "Rockport" smooth 8' 0" doors downstairs (Most locations) and 6' 8" "Rockport" smooth doors upstairs	\$ 1,485
		\$ -

2747 San Nicolo Lane/Lot: 11 /Block: 1 /TUS 65-1		8:40:32 AM
Buyer: SPEC	Job: 10811/ Plan: 56507A Wilsher	02/21/17
Base Board and Trim Selection	[1445] Install 8" base and upgraded door casing downstairs and standard base & door casing upstairs	\$ 1,736
Wallpaper		\$ -
Window Master bath	[281] Metro Window in White	\$ 600
Window Color	[1505] Tan Vinyl Windows	Standard
Window Blinds	[270] Do Not Install	Standard
Window Blinds - Master Bath	[270] Do Not Install - Master Bath	Standard
Structural Selections		
Option 1		\$ -
Option 2		\$ -
Option 3	Option 8-0 French Doors with Mullions at Study	\$ 1,200
Option 4		\$ -
Option 5	Optional 6'8" Hollow Core Double Doors at Media Room	\$ 385
Option 6		\$ -
Option 7		\$ -
Option 8	Optional Shower Seat	\$ 875
Option 9		\$ -
Option 10		\$ -
Option 11		\$ -
Option 12		\$ -
Option 13		\$ -
Option 14		\$ -
Option 15		\$ -
Option 16	Optional Cabinet at Powder	Priced on Cabinet page
Option 17	ENGINEERED - Optional 42" Fireplace in Family Room (ILO Standard 36" Fireplace)	\$ 350
Option 18		\$ -
Option 19		\$ -
Option 20	Optional Cabinet at Utility	\$ 1,268
Option 21	Optional Sink at Utility (Requires Option 20)	\$ 1,475
Option 22	Optional Upper Cabinets in Utility Room	\$ 936
Option 23	ENGINEERED - Optional Double Front Doors	\$ 2,110
Option 24		\$ -
Option 25		\$ -
Option 73		\$ -
Option 74	Optional Built Ins at Mud Room	\$ 3,665
Option 75		\$ -
Option 99		\$ -
Option 100	ENGINEERED - Dropped / Tile Master Shower Floor (Not Available on all Plans)	\$ 650
Option 101		\$ -
Option 102		\$ -
Option 103		\$ -
Option 104		\$ -
Option 105		\$ -
Option 106		\$ -
Option 107	Optional Packing Island	\$ 2,480
Option 108		\$ -
Option 125		\$ -
Inventory Home Special		\$ (1,674)

Total Upgrades, Change requests, and Custom Choices excluding structural options: \$ **23,795**
 HomePro Deposit
 Deposit Required: \$ **11,898**
 Deposits Paid: \$ -
Additional Deposits required: \$ **11,898**

Total Purchase Price: \$ 548,485

DocuSigned by:

 Buyer Signature 6642E... Date 4/5/2017

DocuSigned by:

 Buyer Signature D9074CC... Date 4/6/2017



**FIRST STATE
BANK**

501 West Main Street
Russellville, AR 72801
(479) 498-2400

April 7, 2017

To Whom it May Concern:

Ashton and Danielle Saunders have made loan application and they have been pre-qualified for a loan to purchase a home with a purchase price of \$540,000. The borrowers will be putting down 10% toward the purchase of this home.

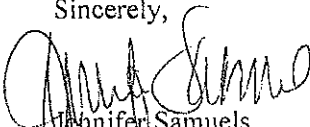
The borrower meet the credit qualification standards based on the information received to date for a Conventional Loan.

This pre-qualification is subject to the following conditions:

- 1) Satisfactory appraisal & final inspection
- 2) Verification of income & assets
- 3) Final underwriting review

If anything further is needed please contact me at (479) 498-2467 or e-mail at jsamuels@fsbmybank.com.

Sincerely,


Jennifer Samuels
S+ Vice President
Mortgage Lending

ASHTON AND DANIELLE SAUNDERS

917-455-1725
2605 FRA MAURO CT
LEAGUE CITY, TX 77573

4/6 2017

Pay to *Walter Jones*

\$ *5,000*

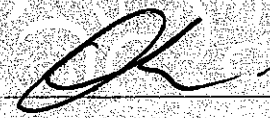
Five thousand dollars & no/100ths

Dollars

JPMORGAN CHASE BANK, N.A.
NEW YORK, NEW YORK 10017
WWW.CHASE.COM

2747 San Nicob

for Tusen Lakes Ernest.



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