

PRORATED TAX PROVISION

Regarding the property at: 208 Racetrack Lane, Montgomery, TX 77356

If, after the Closing, the actual taxes in the year of Closing are different from the prorated taxes at Closing, Seller and Buyer agree to a modification of the prorated taxes as of the Closing Date based upon the actual taxes and shall account to one another and remit payment of any additional funds due to one or the other. This provision requiring the subsequent modification and reconciliation of the prorated taxes by Seller and Buyer shall survive Closing.

AGREED TO BY:

Buyer

Date

Buyer

Date



Seller

12.21.20
Date

Anthony J. Ojeda



Seller

12.16.20
Date

Katherine H. Ojeda

This addendum was prepared by Seita Jongbloed for MTSIR for residential real estate transactions and is not a mandatory TREC form. This addendum changes paragraph 13 of the residential contracts by (1) specifically requiring the parties to account to one another for any modification of taxes and to remit payment, and (2) specifying that the provision survives closing. TREC rules prohibit real estate license holders from giving legal advice. Page 1 of 1



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION (NOT FOR USE WITH CONDOMINIUMS) ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

208 Racetrack Lane

Montgomery

(Street Address and City)

Lake Creek Village

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

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

(Check only one box):

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

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

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

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

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

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

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

Buyer

Seller Anthony J. Ojeda

Buyer

Seller Katherine H. Ojeda

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

INSPECTION REPORT DISCLOSURE FORM

208 Racetrack Lane
 The "Property": Montgomery, TX 77356

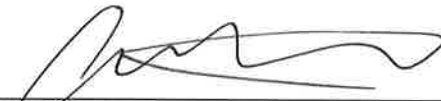
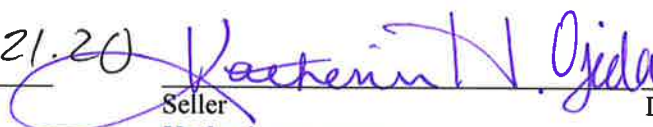
Monica Brashear of Martha Turner Sotheby's International Realty, (collectively, "Listing Broker") is acting as the listing broker for the sale of the Property. Listing Broker requests that Seller answer and complete the following question:

Within the last four (4) years have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?

Yes No If yes, please list the written inspection reports and attach copies.

	<u>Date of Inspection</u>	<u>Type of Inspection</u>	<u>Name of Inspector / Company</u>	<u>No. of Pages</u>
1.				
2.				
3.				
4.				

(Attach additional sheets if necessary)


12.21.20

12.16.20
 Seller _____ Date _____ Seller _____ Date _____
Anthony J. Ojeda **Katherine H. Ojeda**

(Listing Broker and Buyer Should Read and Sign Next Page)

DISCLAIMER AND TRANSMITTAL

If Seller answered yes to the question above. Seller has provided to Listing Broker certain written inspection report(s) (whether one or more "Reports"), which listing Broker is hereby delivering to Buyer or Buyer's agent subject to the following terms and conditions.

In consideration of Listing Broker obtaining and providing a copy of the Reports to Buyer. Buyer, by its acceptance of the Reports, hereby agrees to the fullest extent permitted by applicable law to release Listing Broker, its directors, officers, employees, brokers and salesperson, from any and all claims, liabilities, losses, expenses and damages hereafter suffered or incurred by Buyer as a result of, directly or indirectly, the provision or disclosure of the Reports to Buyer and the use in any manner of such Reports by Buyer, its agents or contractors.

Buyer acknowledges that Seller and Listing Broker make no and specifically disclaim any and all, representations and warranties, express or implied, regarding this Disclosure or the Reports, including without limitation, regarding the accuracy or completeness of this Disclosure or the Reports or any information contained therein, the credentials, reputation or thoroughness of the inspectors or the appropriateness of the conclusions reflected thereby. Buyer should not rely on the Reports as a reflection of current condition of the Property. Buyer is strongly urged to perform its own inspections of the Property with inspectors chosen by Buyer, and Buyer may not rely on any Reports provided or to be provided by Seller and Listing Broker. Furthermore, Buyer acknowledges that all information (including any Reports) delivered by Listing Broker (1) has not made any independent investigation or verification of such information; (2) does not make any representation or warranty that any Reports are all of the inspection reports previously prepared for the Property; and (3) does not make any representation or warranty as to the accuracy or completeness of such information delivered to Buyer.

MARTHA TURNER SOTHEBY'S INTERNATIONAL REALTY
Listing Broker

By: _____
Monica Brashear

Date: _____

RECEIPT ACKNOWLEDGED:

Buyer or Buyer's Agent

Buyer or Buyer's Agent

Date

Date