

# Offer Instructions for Vecino Homes

Please copy the following on ALL correspondence and be sure to include the property address in the subject line of ALL correspondence:

**Listing Agent:** Chris Phan

chris@trusstx.com

832.640.7900

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alana@trusstx.com

832.863.6852

**Transaction Coordinator:** Colleen Stracener

maoc.elite@myadminoncall.com

251.402.6262

Please ensure all applicable documents and addenda are included in your submission.

**TXR-1603** New Home Contract (Incomplete Construction)

**TXR-1901** Third Party Financing Addendum Pre-Approval Letter OR Proof of Funds

**TXR-1922** Addendum for Property Subject to Mandatory Membership in a Property Owners Association (if applicable)

**TXR-1924** Non-Realty Items Addendum (if applicable)

## **NEW HOME CONTRACT (INCOMPLETE CONSTRUCTION):**

*\*Please keep in mind that this is an outline of what should be inserted into the contract and does not necessarily reflect what was negotiated for your offer. Please contact us with questions.*

### **1. PARTIES: (SELLER)**

Bayou City Strategic Realty Investments LLC

### **5. EARNEST MONEY AND TERMINATION OPTION:**

#### **A. PREFERRED TITLE COMPANY:**

Elizabeth Cunningham

Chicago Title - West Loop

6575 West Loop South, Suite 150

Bellaire, TX 77401

713-665-6575

ecunningham@ctwestloop.com

EM: *In lieu of EM, Builder Deposit is required. Deposit will be credited at closing. Please see Special Provisions.*

### **6. TITLE POLICY AND SURVEY:**

#### **A. TITLE POLICY: Buyer's expense**

**(8)(II):** ...Preferred Lender will give credit

#### **D. OBJECTIONS: Residential Use Only**

**(ii) 5 days**

### **7. PROPERTY CONDITION:**

**C. COST ADJUSTMENTS:** Cash or electronic payment

**D. BUYER'S SELECTIONS:** 3 days

**E. COMPLETION:** 30 days; 1/07/22 (*please keep in mind this is an estimation*)

**G. INSULATION: (2)** as follows:

**(a)** Exterior walls of improved living areas insulated with **Fiberglass Batt** insulation to a thickness of **3.5** inches which yields an R-value of **13**

**(b) \*blank\***

**(c)** Ceilings in improved living areas insulated with **Fiberglass Blown** insulation to a thickness of **14** inches which yields an R-value of **38**

**(d)** Floors of improved living areas not applied to a slab foundation are insulated with **Fiberglass Batt** insulation to a thickness of **5.5** inches which yields an R-value of **19**.

**J. N/A**

# Offer Instructions for Vecino Homes Continued

**9. CLOSING:**

**A. CLOSING DATE: 1/14/22**

**11. SPECIAL PROVISIONS:**

ENTER THE FOLLOWING: **"SEE ADDENDUM A: SPECIAL PROVISIONS"**

**12. SETTLEMENT AND OTHER EXPENSES:**

**A.(1)(b) not to exceed... \$0**

**PAGE 9 BROKER INFORMATION**

<b>Truss Real Estate</b>	<b>9008399</b>
Listing Broker Firm	License No.
<input type="checkbox"/> Seller and Buyer as an intermediary.	
<input type="checkbox"/> Seller only as Seller's agent	
represents	
<b>Chris Phan</b>	<b>620099</b>
Listing Associate's Name	License No.
<b>chris@trusstx.com</b>	<b>832.640.7900</b>
Listing Associate's Email	Phone No.
<b>Chris Phan</b>	<b>620099</b>
Licensed Supervisor of Listing Associate	License No.
<b>1980 Post Oak Blvd</b>	
Listing Broker's Office Address	
<b>Houston</b>	<b>TX</b>
City	State
	<b>77056</b>
	Zip

**ADDENDUM A: SPECIAL PROVISIONS:**

It is agreed that the entire amount of the builder deposit (being \$10,000) shall be paid directly to Seller (Vecino Homes) at 3302 Canal Street within 1 day from the Executed Date of this contract, and that the entire amount of the builder deposit shall be non-refundable regardless of any circumstance (excepting only a circumstance where Seller materially breaches this contract in an incurable manner). Time is of the essence with regard to this special provision and, therefore, Seller may unilaterally terminate this contract by giving written notice of termination to Buyer if the builder deposit is not timely delivered in the manner herein described. To the extent that this special provision conflicts with any other term(s) of this contract, this special provision shall prevail. Should this contract fail to close for any reason (other than Seller's material and incurable breach), then Seller shall retain the entire amount of the builder deposit as liquidated damages and not as a penalty of any kind, as both parties agree that (i) the total amount of the builder deposit is a reasonable estimate of Seller's minimum total economic damages on the account of the contract not closing, and (ii) the exact amount of such damages would be difficult to estimate with certainty at this time.

Buyer acknowledges that completion/closing dates are estimated and can be subject to change. Builder is not responsible for any expenses due to unforeseen delays during construction.

Builder to provide ACES Builder's home warranty. Builder will provide stainless steel refrigerator (Samsung/LG depending on inventory).

Owner's Title Policy is paid/credited by preferred lender and offered to buyer only when using builder's preferred lender: Chris Reyes from PrimeLending. If buyer chooses to use an outside lender, the buyer will be responsible for paying the title policy and the stainless steel refrigerator will not be included with the home.

Any upgrades will be collected up-front and are non-refundable if the buyer does not close or terminates the contract.

**THIRD PARTY FINANCING ADDENDUM:**

**2. APPROVAL OF FINANCING:**

**A. BUYER APPROVAL:** This contract is subject to...**90** days

**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERSHIP ASSOCIATION:**

**A. SUBDIVISION INFORMATION:**

**Select box 4.** Buyer does not require delivery...

**C. FEES AND DEPOSITS FOR RESERVES: \$150**

**D. AUTHORIZATION: Seller** shall pay