Fairwind Ln



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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)[

11-07-2022

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

(Street Address and City)

Missouri City



77459-5091

TX

(NOT FOR USE WITH CONDOMINIUMS) ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

| RIVERSTONE HOME OWNER ASSOCIATION- | 2817782222 |
|---|--|
| (Name of Property Owners Association, (Association) and Phone Number | r) |
| A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current c to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate Section 207.003 of the Texas Property Code. | copy of the restrictions applying ce, all of which are described by |
| (Check only one box): | |
| 1. Within days after the effective date of the contract, Seller shifthe Subdivision Information to the Buyer. If Seller delivers the Subdivision Information the contract within 3 days after Buyer receives the Subdivision Information occurs first, and the earnest money will be refunded to Buyer. If Buyer do Information, Buyer, as Buyer's sole remedy, may terminate the contract at an earnest money will be refunded to Buyer. | ormation, Buyer may terminate or prior to closing, whichever ses not receive the Subdivision |
| 2. Within days after the effective date of the contract, Buyer shat copy of the Subdivision Information to the Seller. If Buyer obtains the Subtime required, Buyer may terminate the contract within 3 days after Bu Information or prior to closing, whichever occurs first, and the earnest money Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivis required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 prior to closing, whichever occurs first, and the earnest money will be refunded | odivision Information within the uyer receives the Subdivision of will be refunded to Buyer. If sion Information within the time days after the time required or |
| 3. Buyer has received and approved the Subdivision Information before signing does not require an updated resale certificate. If Buyer requires an update Buyer's expense, shall deliver it to Buyer within 10 days after receiving page 1. | ted resale certificate, Seller, at ayment for the updated resale |

4. Buyer does not require delivery of the Subdivision Information.

Seller fails to deliver the updated resale certificate within the time required.

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.

certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if

- **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 AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 350.00 and Seller shall pay any charges associated with the transfer of the Property not to exceed \$ 350.00 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.
- **D. 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 | MARIAMMA MATHEW Seller Mariamma Mathew |
|-------|--|
| Buyer | MATHEW DANIEL Seller mathew daniel |



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. 36-10. This form replaces TREC No. 36-9.