

## PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

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



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

	2802 INTREPID TRAIL ROSENBE	RG	
	(Street Address and City)	70.70	
	Crast mut 281570	1010	
	(Name of Property Owners Association, (Association) and Phone Number)		
A.	in the contract of the contrac	the restrictions applying	
	to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of	f 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		
	1. Withindays after the effective date of the contract, Seller shall obta the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information the contract within 3 days after Buyer receives the Subdivision Information or prince occurs first, and the earnest money will be refunded to Buyer. If Buyer does not Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time earnest money will be refunded to Buyer.	on, Buyer may terminate for to closing, whichever receive the Subdivision	
	2. Within days after the effective date of the contract, Buyer shall obtain copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivisio	n Information within the	
	time required, Buyer may terminate the contract within 3 days after Buyer re Information or prior to closing, whichever occurs first, and the earnest money will Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision In required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days a prior to closing, whichever occurs first, and the earnest money will be refunded to B	be refunded to Buyer. If formation within the time after the time required or	
	3. Buyer has received and approved the Subdivision Information before signing the displayer has require an updated resale certificate. If Buyer requires an updated resale suyer's expense, shall deliver it to Buyer within 10 days after receiving payment certificate from Buyer. Buyer may terminate this contract and the earnest money will be a superior of the certificate from Buyer.	contract. Buyer  does sale certificate, Seller, at for the updated resale	
	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 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 \$ 250.00 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.	D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision updated resale certificate if requested by the Buyer, the Title Company, or any broker to not require the Subdivision Information or an updated resale certificate, and the Title Comp from the Association (such as the status of dues, special assessments, violations of covena a waiver of any right of first refusal), X Buyer Seller shall pay the Title Company the information prior to the Title Company ordering the information.	this sale. If Buyer does any requires information ants and restrictions, and	
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 cond		
Pro	Property which the Association is required to repair, you should not sign the contract unless y		
Ass	Association will make the desired repairs.		
Buy	Buyer Seller Dente Capella		
Buy	Buyer Selle Erica Capalle		
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.lexas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.			

TREC NO. 36-10

Fax: