


Seller's Addendum

1. Items of personal property are not included in this sale. Seller does not make any representation or warranty, oral or written, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered by any lien. Any personal property on the Property may be subject to claims by third parties and, therefore, may be removed from the Property. Buyer agrees that Seller shall not have any liability for any claim or loss Buyer may incur related to personal property. Buyer assumes sole responsibility for any personal property remaining on the Property after the closing of the sale transaction. There will not be any Bill of Sale provided at closing unless the Agreement specifically contemplates the purchase and sale of a manufactured home. Buyer shall hold Seller, its respective future, present and former parent companies, both direct and indirect, subsidiaries, partnerships, joint ventures, shareholders, directors, sureties, agents, employees, attorneys, insurers, representatives, members, managers, officers, affiliates, successors and assigns of each such company harmless from any claims or damages of any nature related to unauthorized access to the Property or theft or damage that occurs after title to the Property is transferred to Buyer.
2. Seller shall provide to Buyer at closing a Special Warranty Deed, or its local equivalent. Seller will not provide a Warranty Deed or General Warranty Deed.
3. Buyer and Seller authorize escrow company/closer to provide a combined ALTA settlement statement / closing disclosure at closing. Buyer acknowledges that the Seller may have paid property taxes and HOA dues for up to a year or more in advance. At the close of escrow, Buyer will credit Seller for any pre-paid amounts that apply to Buyer's period of ownership. Real property tax(es) shall be prorated through closing based upon the most recent assessed valuation available. Real property taxes are final and will not be re-prorated after closing.
4. Buyer and Seller acknowledge that Seller is entitled to receive the net sale proceeds on the closing date reflected in the settlement statement. Buyer agrees that all necessary funds will be deposited and available for disbursement on or before the closing date. Seller's proceeds shall be disbursed on the closing date or as soon as practicable thereafter, subject to applicable escrow, lender funding, recording, and state law requirements. The parties agree to cooperate in good faith to facilitate timely disbursement of funds to Seller.
5. Although the Property is being sold "As-Is, Where-Is," if this Agreement includes a contingency for repairs required by the Buyer's lender or mutually agreed upon by the parties, Buyer's earnest money deposit shall be forfeited to Seller if Buyer terminates the Agreement after the repair work has begun, to the extent permitted by applicable law.
6. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns. Neither Buyer nor Seller may assign this or its rights under this Agreement without the approval of the other party, which approval may be withheld in such other party's discretion, provided Seller may assign all or any portion of its rights and obligations hereunder to any entity which: (a) is owned (in whole or in part) by Seller; (b) owns (in whole or in part) Seller; or (c) is under common ownership or control (in whole or in part) with Seller. Seller shall provide notice to Buyer and Escrow Agent of any permitted assignment at least five (5) days before the scheduled Closing Date. Buyer must obtain Seller's written consent prior to changing Buyer's financing type or lender.
7. Buyer shall be responsible for transferring all utilities on the Property immediately after acquiring title to the Property.
8. Notwithstanding anything to the contrary in the Agreement, Buyer expressly waives any right to assert a claim for specific performance or other relief as may be provided by law, or both. Buyer agrees that the sole remedy for Seller's default under this Agreement is the return of Buyer's earnest money deposit.
9. The Property may be encumbered by one or more liens/deeds of trust. Notwithstanding anything to the contrary in this Agreement, Seller's obligations to close transaction, with respect to the Property shall be conditioned upon lender approval to release of the property from such encumbrance(s). Seller/Owner shall not be responsible for any delay in Closing, or any costs of expenses incurred by Buyer/Purchaser in connection with securing the loan release of the Property.
10. To the extent permitted by law, and except as otherwise set forth herein, Seller makes no representations or warranties as to compliance with any Homeowners Association bylaw or restrictive covenant as to the Property. Buyer, through its own due diligence, assumes any and all liability as to Buyer's intended use of the Property and whether or not that use violates or conforms with any applicable local law, ordinance or restrictive covenant. Furthermore, Buyer agrees to hold harmless, indemnify and forever defend Seller for any claims or suits associated with Buyer's use of the Property, specifically, but not limited to, covenant violations, and/or leasing violations when leasing may be prohibited by local law, ordinance or applicable restrictive covenant. This obligation shall survive closing.
11. No provision of this Addendum shall be revised or modified except by an instrument in writing signed by Buyer and Seller. Except to the extent modified by this Addendum, the Agreement remains in full force and effect. If any provisions of this Addendum contradict or is inconsistent with any provisions of the Agreement or any addendum thereto, then the provisions of this Addendum shall prevail. If any provision of this Addendum is determined to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby. Buyer agrees that to the extent any release, hold harmless, waiver or indemnity provision in the Agreement or this Addendum is deemed overbroad under applicable law, such provision shall be narrowed or limited in a manner that provides Seller with the maximum protection available under applicable law.
12. This Addendum may be executed in any number of counterparts. Each counterpart shall be deemed an original and, together, all such counterparts shall constitute one and the same instrument. Signatures on this Agreement, including any electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.) and is transmitted by facsimile, e-mail or other electronic imaging means shall have the same force and effect as an original signature.

Buyer Date

Buyer Date

Signed by:


 450495764DE7430...
 Seller Date

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)[

11-07-2022



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

20907 Baronsledge Ln Katy, TX

(Street Address and City)

Bridgewater Mdw / 713-400-7324

(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 14 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 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 \$ ALL 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

Signed by:
Lamis Allam
Seller
#5045764DE7430...

Buyer

**American Homes 4 Rent Properties Eight, LLC,
a Delaware limited liability company
By: Lamis Allam, Authorized Agent, Dispositions**

Seller



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.