



**Purchase Agreement**

THIS AGREEMENT is executed between Clayton Properties Group, Inc., d/b/a Brohn Homes (“SELLER”) and [REDACTED] (“BUYER”) as follows:

- 1. Property. SELLER agrees to sell, and BUYER agrees to buy, the following described property, together with all improvements thereon or to be constructed thereon by SELLER, subject to the terms and conditions hereinafter set forth:

Lot 1, Block E, Section/Phase/Unit 2/1 of the Wildhorse Heritage Point Subdivision, Travis County, Texas; Address: 11313 Charger Way, Manor, TX 78653. (the “Lot”).

SELLER’s Plan 2021 Plan, Elevation C, Garage LEFT SWING (the “Improvements”).

The Lot and Improvements are sometimes collectively referred to as the “Property”.

If the Improvements are not substantially complete as of the date hereof, the Improvements shall be constructed and completed in accordance with the Feature Sheet, the Elevation, and the Floor Plan (the “Construction Documents”) attached hereto.

- 2. BUYER’s Contact Information. The BUYER’s contact information is:

Address: [REDACTED]  
Home ph.: [REDACTED]  
Cell ph.: [REDACTED]  
E-mail [REDACTED]

- 3. Purchase Price. The purchase price and terms are as follows:

- a. List Price
  - b. Lot Premium
  - c. Builder Upgrades at time of Contract
  - d. Buyer Upgrades at time of Contract
  - e. Adjustments
- Final Purchase Price**

[REDACTED]  
\$  
\$

The Builder Upgrades (c) are applicable only to “finished homes” or “homes currently under construction” and include the upgrades selected by Builder prior to the applicable selection cut-off stage(s) and any upgrades installed by Builder. The Buyer Upgrades (d) include upgrades, changes, or modifications made by Buyer at the time of execution of this Agreement.

- 4. Earnest Money Deposit. Concurrently with the execution of this Agreement, BUYER shall deposit directly with SELLER the sum of [REDACTED] as Earnest Money. The Earnest Money shall not accrue interest and shall be applied to closing costs and/or the Final Purchase Price at Closing, or distributed as required herein.
- 5. Upgrade Deposit. In SELLER’s discretion, all or a portion of the costs associated with the Buyer Upgrades selected at time of execution of this Agreement, as indicated in Section 3. of this Agreement (the “Upgrade Deposit”), shall be paid by BUYER and delivered to SELLER concurrently with the execution of this Agreement. The Upgrade Deposit shall not accrue interest, may be used by and commingled with other funds of SELLER and shall be applied to Buyer closing costs and /or the down payment at Closing.
- 6. Payment of Purchase Price.

CHOOSE ONE ALTERNATIVE:

Cash Purchase. Within five (5) business days of the date hereof, BUYER shall provide proof to SELLER, in a form acceptable to SELLER in SELLER's free discretion, that BUYER has sufficient funds available to BUYER to close this purchase. An example of such proof would be a signed statement from a lending institution that BUYER has sufficient funds on deposit at such institution to pay the Final Purchase Price less any amounts paid on the date hereof for the purchase of the Property. In addition, BUYER hereby authorizes SELLER to obtain a credit report on BUYER from a third-party credit reporting agency.

Financing Required. BUYER will obtain, at BUYER's expense, a loan in the amount of at least \$0.00, payable over a period of 30 years, or less, at market interest rate, or at the current prevailing rate and terms from a lender selected by BUYER. BUYER's application for such loan, including payment of any required fees, shall be completed within three (3) business days after the date hereof. If BUYER fails to make an application for this loan within the three (3) business day time period, SELLER may declare this Agreement to be void; in such event, SELLER shall refund BUYER's Earnest Money. After BUYER makes application for a loan, BUYER agrees to furnish any and all information and verifications requested by the lender within forty-eight (48) hours of BUYER's receipt of such request, whether written or oral. BUYER's failure to provide the required information and verifications to the lender shall be a default under this Agreement. BUYER shall provide to SELLER a loan prequalification letter acceptable to SELLER, and written verification of loan approval consistent with the terms set forth above. If BUYER notifies SELLER in writing within fourteen (14) days after the date hereof that BUYER is unable to obtain one or both of a loan prequalification letter acceptable to SELLER or a written verification of loan approval, then this Agreement shall automatically terminate and SELLER shall refund the Earnest Money to BUYER. At any time after the expiration of the fourteen (14) day time period: (a) if BUYER has not provided a loan prequalification letter acceptable to SELLER, SELLER may elect to immediately terminate this Agreement and retain the Earnest Money and any other deposit(s) hereunder; and (b) if BUYER's loan is declined by BUYER's lender for any reason, SELLER may elect to immediately terminate this Agreement and retain the Earnest Money and any other deposit(s) hereunder. In the event that SELLER does not elect to terminate this Agreement as provided in the preceding sentence, then the purchase and sale of the Property shall not be conditioned upon BUYER's ability to obtain a loan to finance all or any portion of the Purchase Price and BUYER hereby represents and warrants to SELLER that, at Closing, BUYER will have sufficient cash to complete the purchase of the Property. BUYER hereby authorizes any lender to whom BUYER has applied for a loan in connection with the transaction as contemplated by this Agreement to disclose to SELLER the information contained in any loan application, verification of deposits, income, employment and credit reports or credit related documentation on BUYER. **BUYER acknowledges that SELLER may have referred BUYER to one or more lenders recommended by SELLER ("SELLER's Preferred Lenders"), and may have made reference to one or more loan programs. Neither SELLER, nor any employee, agent or representative of SELLER, has made any representation of any kind regarding the availability of the loan, BUYER's qualifications for the loan, BUYER's ability to obtain the loan, or the terms of the loan. Obtaining the loan and any other financing contemplated by BUYER shall be solely BUYER's responsibility. BUYER is not required to use one of the SELLER's Preferred Lenders as a condition for purchase of the Property. BUYER is free to shop around to determine that BUYER is receiving the best services and best rate for the services.** In the event that BUYER has selected a lender that is not one of the SELLER's Preferred Lenders, the BUYER agrees to the following conditions: (i) All lender conditions will be met no later than fourteen (14) days prior to the Closing, (ii) Funding shall occur within twenty-four (24) hours of Closing, (iii) any and all of SELLER's Preferred Lender Incentives (as defined below) are void, (iv) FHA and VA – SELLER pays only those fees non-allowable to BUYER, (v) Conventional – Seller pays (\$0) Lender closing costs unless otherwise stipulated in Special Provisions, (vi) Any applicable VA Loan Funding Fee or FHA Mortgage Insurance Premium (MIP) required by lender shall be paid by BUYER.

7. Commencement Deposit. If construction of the Improvements has not commenced as of the date hereof, BUYER shall deposit with SELLER a Commencement Deposit of \$0.00 before SELLER is required to commence the construction of the Improvements. The Commencement Deposit is due within 24 hours after the acceptance of the Agreement by SELLER. BUYER's failure to timely make such deposit shall be a default under this Agreement. The Commencement Deposit shall not accrue interest, may be used by and commingled with other funds of SELLER, and shall be applied to closing costs and/or the down payment at Closing. **Once the**

**construction process has commenced on the Improvements, whether by SELLER ordering a survey or materials, purchasing the Lot, making application for permit, or otherwise, neither the Commencement Deposit, the Upgrade Deposit, nor the Change Order Deposit(s), set forth below, shall be returned to BUYER if BUYER fails to purchase the above described Property, even if BUYER's loan is declined by the lender or the BUYER cannot meet the lender's conditions of loan approval.**

8. Decorative Selections. If the Improvements are not substantially complete prior to the date hereof, the BUYER may be able to make some or all of the decorative selections. The available selections and the selection timeframe will be indicated on the Incomplete Construction Addendum attached hereto. Upon completion of the selections, the final Selections Summary will become an addendum to this contract. All selections made by BUYER must be approved by SELLER in writing.
9. Changes and Modifications. If BUYER desires changes or modifications to the Construction Documents, including upgrade selections after execution of the contract, and subject to the approval of the Change Order Request ("Change Order") by SELLER, a Change Order shall be completed for the same, and executed by both SELLER and BUYER as an amendment to this Agreement. At such time, BUYER shall deposit with SELLER additional monies for the increased costs for the changes, modifications, or upgrades, if any ("Change Order Deposit"). The cumulative increase in cost represented by some or all of the Change Orders shall adjust the Final Purchase Price, in which case such additional monies deposited with SELLER for Change Orders shall be applied to closing costs and/or the down payment at Closing. In the event the buyer has more than 2 Change Orders or Selection Revisions, a [REDACTED] "Change Order Fee" will be applied for each subsequent Change Order or Selection Revision. The Change Order Fee is in addition to the Change Order Deposit and shall be paid in full at the time the applicable Change Order is executed or selections are revised.
10. Title.
  - (a) TITLE INSURANCE POLICY; PREFERRED LENDER INCENTIVES. If BUYER uses one of SELLER's Preferred Lenders, SELLER will provide to BUYER: (i) an Owner's Title Insurance Policy on the Property, issued by Platinum Title Partners (the "Title Company"), in the full amount of the Final Purchase Price (the "Title Policy") which shall guarantee BUYER's title to be good and indefeasible subject only to: restrictive covenants affecting the Property; any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of Improvements; taxes for the current and subsequent years and subsequent assessments for prior years due to a change in land usage or ownership; existing building and zoning ordinances; rights of parties in possession; liens created as security for the sale consideration; utility easements common to the platted community of which this property is part; and reservations or other exceptions permitted by the terms of this Agreement; and (ii) at Closing, a credit of [REDACTED] to be applied to BUYER's closing costs (together, "SELLER's Preferred Lender Incentives"). If BUYER does not use one of SELLER's Preferred Lenders, BUYER will be responsible for all costs in connection with the Title Policy.
  - (b) COMMITMENT. SELLER shall furnish BUYER with an Owner's Title Policy Commitment (the "Title Commitment") issued by the Title Company, pursuant to which Title Company commits to issue BUYER the Title Policy.
  - (c) RESOLVING TITLE OBJECTIONS. Any items constituting an encumbrance upon or adversely affecting title to the Property as reflected by the Commitment, other than those listed in items (i) through (vii) shall constitute an exception to title. Within seven (7) days after receipt by BUYER of the Commitment (the "Title Review Period"), BUYER shall notify SELLER in writing (the "BUYER's Objection Notice") of its objection to any such exceptions to title (the "Title Objections"). SELLER shall have ten (10) days (the "SELLER's Cure Period") after receipt of BUYER's Objection Notice during which to cure such Title Objections. SELLER shall have no obligation to cure any such objections, however SELLER shall exercise its reasonable best efforts to remove or cure any Title Objections set forth in BUYER's Objection Notice, provided, SELLER shall not be obligated to incur any cost or expense in connection therewith. Notwithstanding the foregoing, SELLER shall be obligated to discharge and caused to be released at Closing any line securing a monetary obligation. In the event that SELLER fails to cure the Title Objections to BUYER's satisfaction prior to the end of SELLER's Cure Period, BUYER

may, at its option, terminate this Contract by written notice to SELLER whereupon the Earnest Money and Deposit(s) will be refunded to BUYER and neither SELLER nor BUYER shall have any further rights or obligations hereunder. Any exceptions to title disclosed in the Commitment and not objected to by BUYER in BUYER's Objection Notice shall be deemed acceptable by BUYER. The phrase "Permitted Exceptions" shall mean those exceptions to title set forth in the Commitment and which have been accepted or deemed acceptable by BUYER.

11. Physical Possession and Inspection. It is understood and agreed that the Property shall not be occupied by the BUYER until after Closing. In this regard, SELLER shall retain exclusive possession of the Property until such time as it shall have received all monies due to it from BUYER. Upon full payment by BUYER to SELLER, SELLER shall deliver to BUYER exclusive physical possession of the Property. BUYER will be given an opportunity to inspect the Property together with a representative of SELLER prior to Closing (the "Inspection"). The Inspection shall occur at least five (5) days prior to the Closing on a date designated by the SELLER. SELLER will notify BUYER of the date and time of the Inspection. At the Inspection, BUYER and SELLER will inspect the residence, and if applicable, list the components of the Improvements that were not complete, due to unforeseen events / time constraints, on the Punch List Addendum attached hereto. All items listed on the Punch List Addendum must be agreed upon by BUYER and SELLER (the "Agreed Punch List Items"). BUYER acknowledges that SELLER will make reasonable and good faith efforts to complete all Agreed Punch List Items on a timely basis as soon as reasonably possible after Closing; provided, however, that any Agreed Punch List Items which are incomplete at Closing will not constitute a default under the terms and provisions of this Agreement, delay Closing, or entitle BUYER to withhold any portion of the Purchase Price at Closing. In the event BUYER fails to attend the Inspection on the date designated by the SELLER, BUYER will have waived its right to inspect the residence and will be deemed to have accepted the property in its present condition.

BUYER shall not perform any work on the Property prior to the Closing. IF BUYER INSPECTS OR FOR ANY REASON ENTERS ONTO THE PROPERTY PRIOR TO THE CLOSING, BUYER SHALL DO SO AT ITS OWN COST AND RISK AND SELLER SHALL NOT BE LIABLE FOR ANY COSTS, DAMAGES, INJURY OR DELAYS SUFFERED OR CAUSED BY BUYER OR ITS AGENTS OR REPRESENTATIVES IN CONNECTION THEREWITH.

12. Home Inspection Services. In the event BUYER elects to hire an independent home inspector ("Inspector") at BUYER's sole expense, SELLER agrees to allow Inspector access to the Property, on a date approved by SELLER, based upon the following criteria to which BUYER hereby agrees that BUYER and Inspector shall comply: (a) the inspector shall carry workers' compensation insurance and general liability insurance in an amount of not less than [REDACTED] and provide SELLER with an insurance certificate naming SELLER as an additional insured; (b) the Inspector shall be licensed in the city or county having jurisdiction over the Property; (c) the Inspector shall perform inspections at a time which is reasonably convenient to SELLER provided that SELLER received no less than forty-eight (48) hours notice of the inspection; (d) the Inspector shall provide the results of any inspection to SELLER in writing detailing any alleged violations of the applicable building code with citation of the relevant sections within forty-eight (48) hours after the inspection; (e) any inspection shall be performed in the presence of an authorized representative of the SELLER; and (f) inspections shall be visual only, and no disassembly or removal of construction shall be allowed.

13. Closing. Upon substantial completion of the Improvements, BUYER will close the transaction contemplated by this Agreement at Platinum Title Partners on the date designated by SELLER (the "Closing"). The Closing shall occur on or before five (5) days after substantial completion unless a Closing date is otherwise noted in Section 22 of this contract. BUYER's failure to close on the designated date shall be a default under this Agreement. If the closing of the Property does not occur within such time period, SELLER will charge BUYER a contract extension fee of [REDACTED] per day and/or terminate this agreement. If the failure to close causes the actual closing date to be in a later month than the designated closing date, SELLER will charge the BUYER \$3,000.00 in addition to the [REDACTED] per day. If the failure to close causes the actual closing date to be in a later year than the designated closing date, SELLER will charge the BUYER [REDACTED] in addition to the [REDACTED] per day. SELLER may elect to delay the closing in order to complete construction of the Property in accordance with the standards of SELLER (which may exceed industry standards or substantial completion). In the event closing is delayed by SELLER for any reason, BUYER shall be solely responsible for the loss of any of the following: Loan lock, financing, moving

costs, daily living expenses, lease extensions or other consequential damages which may occur as a result of said delay. Taxes assessed against the Lot and Improvements for the year in which this transaction is closed shall be prorated as of the date of Closing. All closing costs not specifically designated herein as SELLER's shall be paid by BUYER. Additionally, the final survey shall be paid by the BUYER.

14. Warranty. Seller shall deliver to BUYER at Closing its limited warranty (the "Warranty") covering the Improvements constructed on the Lot. The limited warranty shall be the "ACES Builder Limited Warranty", a sample copy of which SELLER has provided to BUYER, and BUYER acknowledges receiving and reviewing such warranty prior to the execution of this Agreement. Additionally, SELLER specifically disclaims any warranty or representation, and BUYER acknowledges that SELLER has made no warranty or representation concerning the trees, shrubs and other landscaping located on the Lot. TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS PROVIDED ABOVE, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF CONDITION, GOOD AND WORKMANLIKE MANNER, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY SELLER.

15. Remedies.

(a) **Pre-Closing.** Prior to Closing hereunder, in the event BUYER is in default under this Agreement, SELLER may terminate this Agreement and retain the Earnest Money, and any other deposit(s), as liquidated damages, and BUYER shall have no further rights hereunder. In the event SELLER is in default under this Agreement, BUYER (i) shall have the right to terminate this Agreement and receive a refund of all deposits paid to SELLER hereunder: or (ii) to exercise such rights and/or remedies as are available at law or in equity.

(b) **Post-Closing Remedies: Arbitration.** BUYER acknowledges and agrees that the remedy for any claim for damages against SELLER for any construction defect and/or any claim under the Warranty or otherwise related to the Property, which arises under this Agreement after Closing (the "Claim"), is provided in the ACES BUILDER LIMITED WARRANTY referenced above. To the extent permitted by law, BUYER expressly waives any other remedies to which BUYER would or may otherwise be entitled for any Claim. BUYER FURTHER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE ALTERNATE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE LIMITED WARRANTY CONTEMPLATE AMICABLE, GOOD FAITH EFFORTS TO RESOLVE ANY DISPUTE, BUT THAT ANY DISPUTE NOT SO SETTLED WILL BE DECIDED PURSUANT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION OR A MUTUALLY AGREED UPON ARBITRATOR.

(c) **Waiver of Jury Trial.** BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS WAIVING BUYER'S RIGHTS TO A JURY TRIAL.

16. Termination of Agreement.

(a) If SELLER is not in default under this Agreement, SELLER may elect to terminate this Agreement at any time prior to closing for any reason, with or without cause, upon delivery to BUYER of (1) written notice of SELLER'S election to terminate this Agreement, (2) all deposits and other sums previously paid by BUYER to SELLER pursuant to this Agreement, and (3) the sum of [REDACTED] [REDACTED]. Upon termination of this Agreement by SELLER as set forth in this paragraph 16(a), all further rights and obligations of SELLER and BUYER under this Agreement shall immediately terminate and SELLER shall be entitled to sell the Property to third parties upon such terms and conditions as SELLER, in its sole discretion, deems acceptable.

(b) If BUYER is not in default under this Agreement, BUYER may elect to terminate this Agreement at any time prior to closing for any reason, with or without cause, upon delivery to SELLER of (1) written notice of BUYER'S election to terminate this Agreement, and (2) the sum of [REDACTED]. Upon termination of this Agreement by BUYER

as set forth in this paragraph 16.b., SELLER shall be entitled to retain all deposits and other sums previously paid by BUYER to SELLER, including all Upgrade Deposits, Commencement Deposits, and Change Order Deposits, and all further rights and obligations of SELLER and BUYER under this Agreement shall immediately terminate, and SELLER shall be entitled to sell the Property to third parties upon such terms and conditions as SELLER, in its sole discretion, deems acceptable.

17. Miscellaneous.

- (a) Any home, model home, or sales display shown to the BUYER is shown for illustrative purposes only and such display does not constitute an obligation on the part of the SELLER to deliver the Improvements herein purchased in exact accordance with any such home, model home, or sales display exhibited. Any colors, textures, patterns, and detailing of the Improvements to be constructed upon the lot as set out or shown in any floor plans, elevations, brochures and other materials provided by SELLER to BUYER are approximate and are shown for illustrative purposes only. **Buyer expressly waives any claim or demand which BUYER may have against SELLER on account of any difference, shortage or discrepancy between the Improvements as actually existing and as it is shown in any Sales Information.** None of the furnishings or landscaping shown in any home, model home, or sales display displayed to the BUYER is included in this Agreement unless the SELLER herein or hereafter specifically agrees in writing to deliver same. No part of the Purchase Price is based on the number of square feet of the Lot or Improvements. BUYER acknowledges that any information provided regarding the amount of square feet is an estimate only, and SELLER will not be bound by any such estimate as the agreed Purchase Price has not been determined on the basis of square feet. SELLER shall be obligated only to construct and deliver the Improvements in substantial conformity with the Construction Documents and any Change Order(s). Seller shall not be obligated to comply with any building codes, whether promulgated by governmental authorities or private industry, except for the code promulgated by the municipality or county in which the property is located.
- (b) In the event SELLER is unable to furnish any materials identified in the Construction Documents due to shortages, unavailability or other causes beyond the control of SELLER, the SELLER shall be permitted to substitute alternate materials of comparable quality to complete such construction.
- (c) THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL ACCEPTED AND SIGNED BY AN OFFICER OR AUTHORIZED AGENT OF SELLER. A sales representative is not an officer or authorized agent of SELLER. It is acknowledged and stipulated that this instrument constitutes the entire Agreement between the parties hereto and that all prior agreements and undertakings, both written and verbal, are merged herein. SELLER and BUYER are not bound by any prior representations, promises or assurances whatsoever or by whomsoever made other than those specifically set forth herein. This Agreement shall not be changed or modified except by agreement in writing executed by the BUYER and the SELLER. No salesperson, broker, or realtor has authority to modify the terms of this Agreement, or make any representation or agreement not contained in this Agreement, and anything to the contrary shall not be binding upon SELLER. BUYER shall not have the right to assign BUYER's rights hereunder without the prior written consent of SELLER, which consent may be withheld for any reason.
- (d) Notwithstanding anything contained herein to the contrary, SELLER agrees to substantially complete construction of the Improvements, if the Improvements are not substantially complete as of the date hereof, in the manner specified in this Agreement, by a date no later than months from the date BUYER signs this Agreement; provided however, in the event SELLER is unable to complete the construction of the Improvements within the time period specified herein due to a delay caused by acts of God, weather, labor strife, war, civil riot, governmental action, material shortages, or other causes beyond the control of SELLER, then SELLER may terminate this Agreement and refund all deposits to BUYER. During construction, it is difficult to estimate a Closing Date due to numerous factors outside Seller's control. All representations of completion

or closing dates made by SELLER or SELLER's representatives are estimates that are subject to change. Seller is not liable to Buyer for expenses or lost opportunities relating to or resulting from delays in completing the residence or scheduling the Closing Date.

- (e) Substantial Completion shall mean the date of final inspection and approval of the residence by city or county inspectors, whichever is applicable. If there is no such governmental inspection, then an issuance of a certificate of completion by Seller will determine the date the residence is substantially complete.
- (f) If this Agreement is subject to a loan guaranteed by the Federal Housing Administration, then notwithstanding anything herein to the contrary, BUYER shall not be obligated to complete the purchase of the Property or incur any penalty by forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD, FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property as not less than the Purchase Price stated above. The BUYER shall have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived as to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.
- (g) Time is of the essence in this Agreement.

18. Disclosures. The following disclosures are being made to BUYER at the time of the execution of this Agreement:

- (a) **INSULATION.** The Improvements contain or will contain insulation in exterior walls consisting of batt-type insulation and ceiling consisting of blown-type or batt-type insulation. The manufacturer or installer of the insulation has represented to SELLER herein that the insulation in exterior walls to a thickness of 3 ½ inches will yield an R-value of 13, insulation in sloped ceilings and inaccessible flat ceilings to a thickness of 6 ½ inches will yield an R-value of 22, insulation in exposed floor areas to a thickness of 6 ½ inches will yield an R-value of 19, and insulation in accessible flat ceilings to a thickness of 13 inches will yield an R-value of 38. R19 wall insulation is 6.25" or 6.5" thick as provided by the insulation manufacturer and is compressed to 5.5" to fit in homes that have a 2x6 wall cavity. The net R-value is reduced to R-17.3. If, in the course of construction, the insulation material specified is not reasonably available, SELLER will verify to the BUYER the R-values of the substituted material used at the time it is determined.
- (b) **NOTICE REGARDING POSSIBLE ANNEXATION.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction, contract all municipalities located in the general proximity of the Property for further information.
- (c) **NOTICE OF MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION CONCERNING THE PROPERTY.** As a purchaser of property in the residential community in which this Property is located, you are obligated to be a member of a property owners' association. The Declaration of Covenants, Conditions, and Restrictions governing the use and occupancy of the Property and the Association Bylaws governing the establishment, maintenance and operation of this residential community are attached. You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your Property. Additionally, as a member of the property owners' association, you will have the right to use certain facilities and amenities which have been constructed to date; however, you will not necessarily have the right to use other facilities if any are subsequently constructed.

- (d) **NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO TRAVIS COUNTY, TEXAS, CONCERNING ASSESSED PARCELS.** BUYER is purchasing a parcel of residential real property in the WildHorse Ranch Public Improvement District (the "PID"). Special assessments have been levied by Travis County on certain property in the PID, including the Property. As the purchaser of a parcel of residential real property located in a public improvement district, you are obligated to pay a Special Assessment to Travis County, Texas for improvement projects undertaken by the WildHorse Ranch Public Improvement District under Chapter 372, Local Government Code. Information about the Special Assessment (such as its due date or how it is paid) may be obtained by contacting Travis County, Texas. The Special Assessment against your parcel may be paid in full at any time together with interest through the date of payment. If you do not elect to pay the Special Assessment in full, it will be due and payable in annual payments, including interest and collection costs. Your failure to pay the Special Assessment or any annual payment could result in a lien on and the foreclosure of the Property. Assessments can be paid by BUYER in one lump sum, or paid out over a number of years based on an equivalent tax rate that is not expected to exceed an equivalent tax rate of [REDACTED] of valuation. The current total PID assessment and estimated annual payment for the Property are provided in a Homebuyer Disclosure attached hereto.
- (e) The Property may be located adjacent to or near high voltage electric lines, or may be serviced by a utility system which utilizes asbestos concrete piping.
- (f) The Property is located adjacent to thoroughfares that may create traffic and noise from time to time and may be improved and/or widened in the future.
- (g) **OUTSIDE CONDITIONS.** Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that BUYER may find objectionable, and it shall be the sole responsibility of BUYER to become acquainted with neighborhood conditions that could affect the property.
- (h) **CONSTRUCTION ACTIVITIES.** SELLER will be engaging in construction activities related to the construction of the Improvements and other residences within the community. Such construction activities may, from time to time, produce certain conditions on the Property, including, without limitation: (a) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (b) smoke; (c) noxious, toxic or corrosive fumes or gases; (d) obnoxious odors; (e) dust, dirt or flying ash; (f) unusual fire or explosion hazards; (g) temporary interruption of utilities; and/or (h) other conditions that may threaten the security or safety of BUYER within the Property.
- (i) **SUBURBAN ENVIRONMENT.** The Property is located in a suburban environment. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, trains, airplanes, and other generators of sound and vibration, there may be odors and light in suburban areas.
- (j) SELLER does not own all of the real property within the subdivision, development, or community where the Property is located, or all real property adjacent to or in the vicinity of the Property (the "Other Property"). SELLER and its sales representatives, employees and agents have not made any representation or warranty to BUYER concerning the current or future uses of any Other Property or the impact of the development of the Other Property upon the Property.
- (k) SELLER makes no warranties, express or implied, about the existing or future health hazards or environmental conditions on the Property, in the Improvements, or from adjacent sources, including, but not limited to, exposure to radon gas, electric and magnetic fields, shifting or instability of the soil and contamination of the Improvements or the surrounding air, water or soil from any sources or in any manner. BUYER is advised that the continued presence of moisture on components of the Improvements can cause the propagation of mold, which may cause



allergenic reactions and other health problems in some individuals. Upon assuming possession of the Improvements, BUYER is responsible for implementing an inspection and maintenance program for the identification and elimination of moisture in the Improvements that could give rise to the growth of mold or other conditions detrimental to functioning of the improvements or the health of its occupants. Any leak or the presence of moisture that is covered by the Warranty will be corrected pursuant to that Limited Warranty, but the BUYER's failure to implement an effective maintenance program or the failure to promptly notify the SELLER of warranty claims will negate the SELLER's responsibility (if any) for any property damage, personal injury, or other loss, damage or liability resulting directly or indirectly from the presence of mold or other harmful organisms.

- (l) SELLER hereby discloses and BUYER hereby acknowledges that SELLER may not yet own the Lot on which the Improvements will be constructed. However, in such event, SELLER has the exclusive right or option to acquire the Lot pursuant to a separate Option or Purchase Agreement (the "Acquisition Contract"), whereby SELLER shall become the fee simple owner of the Lot on a pre-determined date. In the event SELLER is unable to acquire the Lot through no fault of SELLER, SELLER shall notify BUYER in writing and shall refund all deposit(s) to BUYER within thirty (30) days from BUYER's receipt of such notice. In the event SELLER fails or refuses to acquire the LOT, the foregoing shall not in any way limit or preclude BUYER from exercising any remedies available to BUYER as provided in section 15(a) above. BUYER acknowledges that BUYER's remedies for breach of this provision shall be solely against SELLER.
- (m) SELLER hereby discloses and BUYER hereby acknowledges that SELLER may not have permitted or started the permitting process for the construction of the improvements on the property. In the event SELLER is unable to obtain a permit for the construction of the improvements through no fault of SELLER, SELLER shall notify BUYER in writing and this Agreement shall terminate upon such notice and all deposits made by BUYER to SELLER shall be refunded within (30) days from BUYER's receipt of such notice.
- (n) SELLER makes no warranties, express or implied, about the availability of impervious cover for the construction of any additional improvements (not included within this agreement) to include but not limited to: pools, pool decking, sports courts, patios, decks, sidewalks, storage sheds, out-buildings, gazebos, and greenhouses.
- (o) SELLER hereby discloses and BUYER hereby acknowledges that SELLER may "reverse" the swing of the house ("mirror" the house) as required due to conflicts with site features including but not limited to: transformers, telephone boxes, cable boxes, topographical and drainage constraints, and city code. Seller is not required to notify the BUYER in the event the SELLER "reverses" or "mirrors" the house.

19. **WAIVER OF CONSUMER RIGHTS. PURCHASER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.**

**BUYER:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

20. Additional Documents. The following additional documents have been provided to the BUYER:

- \_\_\_\_\_ ACES BUILDER LIMITED WARRANTY ADDENDUM TO EARNEST MONEY CONTRACT;
- \_\_\_\_\_ INCOMPLETE CONSTRUCTION ADDENDUM;
- \_\_\_\_\_ PUNCH LIST ADDENDUM
- \_\_\_\_\_ “ACES BUILDER LIMITED WARRANTY” sample booklet;
- \_\_\_\_\_ DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS & ASSOCIATION BYLAWS
- \_\_\_\_\_ COMMUNITY SPECIFIC EXHIBITS – May include but not limited to Water District or MUD Disclosures
- \_\_\_\_\_ HOMEBUYER DISCLOSURE – Lot Type 1, 2, or 3, as applicable, including Notice of Obligation to Pay Public Improvement District Assessment[]
- \_\_\_\_\_ HOME BUYER DISCLOSURE PROGRAM

21. Real Estate Broker’s Fees.  
CHOOSE ONE:

\_\_\_\_\_ The BUYER is not represented by a broker and has not entered into an agreement with a broker.

\_\_\_\_\_ The BUYER is represented by 291833, Habitat Hunters (the “Broker”), a licensed real estate broker of the State of Texas, and has entered into an agreement with Broker. The SELLER agrees to pay Broker a real estate commission of 3% of the Final Purchase Price as shown in Section 3 of this Agreement, which payment shall be deemed earned and payable only upon closing and funding of this sale pursuant to this Contract. SELLER shall have no obligation to pay any commission in the event that this sale is not fully funded and closed, even if caused by SELLER’s default. BUYER represents and warrants that BUYER has not dealt with any other agents, brokers, salespersons, finders or persons other than as disclosed to SELLER in writing and BUYER shall hold SELLER harmless from any claim that any person other than Broker is entitled to any compensation or commission. This paragraph shall survive the Closing.

**In no event shall SELLER have any obligation to pay any real estate commission unless BUYER or Broker notify seller of the relationship upon first visit.**

22. Supplemental Provisions.

If buyer does not use CMG to fund loan, price to increase [REDACTED] Hometown hero incentive has been utilized.

BUYER acknowledges that BUYER has read and understands each and every part of this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BUYER:

\_\_\_\_\_  
signature

\_\_\_\_\_  
print

\_\_\_\_\_  
signature

\_\_\_\_\_  
print

Accepted by SELLER:

Brohn Homes

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Broker Information**

Broker: Habitat Hunters

Phone: (512)482-8651

Broker License Number: 291833

Cell Phone: (512)517-4327

Address: 1804 West Koenig Lane Austin TX

Fax: \_\_\_\_\_ Agent: Jeffrey Plotkin

Agent e-mail: Jeff@habitat hunters.com