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PURCHASE PRICE AND PAYMENT ADDENDUM

Lennar Homes of Texas Sales and Marketing, Ltd.

Buyer Name: David Oh
Date of Agreement: 07/31/2023
Community: Thea Meadows 40 Lot/Block: 26 / 2
Address: 6334 Marco Plains San Antonio TX 78222
Plan/Elevation: Drexel / C Garage Orientation Preference: Left ☐ Right ☒
Phase/Section: /2 Job #: 40176520226
Started (Y/N): Y Stage: 13
Estimated Start Date: 02/23/2023 Estimated Closing Date: 08/28/2023

Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☒ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer(s): David Oh
Buyer Existing Address: 5606 Raven Place San Antonio, TX / US 78218
Home Phone: (608) 287-4318 Office Phone:
Email: david.oh.ks@gmail.com Other Phone: (608) 287-4318
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Email: Other Phone:
Non-Purchasing Spouse:
Home Phone: Office Phone:
Email: Other Phone:

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price	$ 244,999.00
Add: Homesite Premium	$ 2,000.00
Add: Options, Upgrades and Extras per Change Order Summary	$ .00
Less Incentives and Other Discretionary Reductions:	$ 8,000.00
Total Purchase Price	$ 238,999.00

PAYMENTS:

Initial Deposit .....Check#/Credit Card: / $ 23,900.00

Upgrade Deposit ..... Check# _____ $ .00

Additional Deposit

Due _____ Received _____ Check# _____ $ .00
Due _____ Received _____ Check# _____ $ .00
Due _____ Received _____ Check# _____ $ .00
Due _____ Received _____ Check# _____ $ .00

Advanced Deposit

Due _____ Received _____ Check# _____ $ .00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate) $ 215,099.00

(Total Purchase Price less Total Payments and exclude FHA, MIP, VA, funding fee, PMI, closing costs, pre-paids, homeowner insurance, prorated expenses and HOA fees.)

Initial DO (DS) Buyer Initial _____ Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... $ 4,780.00

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WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☒ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other _____

Lender: Lennar Mortgage Phone #: 210-403-6240

Broker Participation? ☐ Yes ☒ No

Agent/Company: /

Street Address:

City, State Zip: , Agent's Cell Phone:

Phone: Email:

Broker Tax ID#: Broker Commission: 1%

Additional Broker Bonus/Incentive: Bonus ____ / Incentive $ .00

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the Thirty-First day of July, 2023 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
9B0EA45B29C6467...

Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64991BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the thirty-first day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Affiliated Business**. Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Lennar Mortgage, LLC ("**Lennar Mortgage**"), Lennar Title, Inc. ("**Lennar Title**"), and North American Title Insurance Company. Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Home.

3. **Incentives for Use of Affiliated Business**.

3.1 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and title company that Buyer will use in connection with the purchase of the Home.

3.1.1 [X] Buyer elects to use both Lennar Mortgage (or such other lender named on the Approved Lender Addendum) and Lennar Title.

Buyer's Initials: DS DO _____ _____

3.1.2 [ ] Buyer intends to purchase the Home without financing, but elects to use Lennar Title as its title company.

3.1.3 [ ] Buyer elects to use a Lender other than Lennar Mortgage (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use Lennar Title as its title company.

3.1.4 [ ] Buyer elects to use Lennar Mortgage (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use a title company other than Lennar Title.

3.1.5 [ ] Buyer elects to use a Lender other than Lennar Mortgage (or such other lender named on the Approved Lender Addendum) as its Lender and a title company other than Lennar Title.

3.1.5 [ ] Buyer intends to purchase the Home without financing, but elects to use a title company other than Lennar Title.

3.2 If Buyer selects an option for which an incentive is available, the following incentive(s) shall be applied at Closing and referred to herein, individually as the "**Incentive**" and collectively, as the "**Incentives**." If Buyer selects option 3.1.1, at Closing, Seller will contribute an amount equal to the costs of the Owner's Title Policy towards Buyer's Closing Costs and Seller will contribute up to **$4,780.00** towards Buyer's Closing Costs subject to Seller contribution limits. If Buyer selects option 3.1.4, at Closing, Seller will contribute up to **$4,780.00** towards Buyer's Closing Costs subject to Seller contribution limits. If Buyer selects option 3.1.2, at Closing, Seller will contribute an amount equal to the costs of the Owner's Title Policy towards Buyer's Closing Costs and Seller will contribute up to **$.00** towards Buyer's Closing Costs. If Buyer selects option 3.1.6, at Closing, Seller will contribute up to **$.00** towards Buyer's Closing Costs.

Buyer's entitlement to the Incentives are contingent upon Buyer's use of Lennar Mortgage and/or Lennar Title as indicated above in the Closing of the Home. The Incentives shall be applied to costs in an order determined by Seller in its sole discretion. Buyer may change Buyer's selection at a later date (*e.g.*, elect to use Lennar Mortgage and/or Lennar Title).

4. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

5. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

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6. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
9B0EA45B29C6467...

Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

By DocuSigned by:
Jennifer Gobert
64001BDCFE0C49B...
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

DocuSign Envelope ID: 3358CAD5-8B5F-4B53-84B3-83F019B1D0AA

Lennar Homes of Texas Sales and Marketing, Ltd.
100 NE Loop 410, Suite 1155
San Antonio, TX 78216
210-403-6200

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the thirty-first day of July, 2023 by and between Lennar Homes of Texas Sales and Marketing, Ltd. ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S):	Check Applicable:
1. David Oh 2. 3. 4. No Buyer Name Changes Will Be Permitted	Married ☐ Single ☒ Married ☐ Single ☐ Married ☐ Single ☐ Married ☐ Single ☐

Buyer Address: 5606 Raven Place		
City: San Antonio	State / Country: TX / US	Zip: 78218

By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.

Home Telephone: (608) 287-4318

Business Telephone: _____ **E-mail Address**: david.oh.ks@gmail.com

Cellular Telephone: (608) 287-4318

1. **Purchase and Sale**. Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model Drexel constructed or to be constructed on the following described property:

Lot 26 of Block 2 Section/Phase 2/_____ of Thea Meadows 40 Subdivision/Plat of Bexar County, Texas (the "**County**").

Address: 6334 Marco Plains San Antonio TX 78222

The above described property is sometimes referred to herein as the "**Homesite**." The Homesite and the residence and improvements constructed or to be constructed, including all appurtenances thereto, are sometimes collectively referred to in this Agreement as the "**Home**". The Home is located within the community known as Thea Meadows 40 (the "**Community**").

2. **Purchase Price and Payments**. The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Closing Costs as described below, is **$238,999.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **$23,900.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment paid or to be paid.

2.1 All payments made by Buyer to Seller with respect to the Total Purchase Price (including but not limited to the Deposit) shall be paid to Seller for such purposes as Seller shall determine, and Seller shall not be required to maintain the payments in an escrow or trust account. Buyer shall have no right to interest upon the payments. If and to the extent such payments are deposited in any interest bearing account, then any interest on such payments shall inure to the benefit of Seller. At the time of Closing, the amount of the payments shall be credited to Buyer against the Total Purchase Price.

PROSPECTIVE BUYERS ARE ADVISED THAT THE DEPOSIT, DOWN PAYMENTS, AND OTHER ADVANCED MONEY WILL NOT BE PLACED IN A NEUTRAL ESCROW. THIS MONEY WILL BE PAID DIRECTLY TO SELLER AND MAY BE USED BY SELLER. THIS MEANS BUYER ASSUMES A RISK OF LOSING THE MONEY IF SELLER OR BUYER ARE UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THIS AGREEMENT.

3. **Builder's Fee**. Buyer acknowledges and agrees that in connection with the purchase of the Home, Buyer shall pay to Seller a builder's fee, equal to **$1,923.00** (the "**Builder's Fee**"). The Builder's Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Home. Notwithstanding the foregoing, Buyer acknowledges that the Builder's Fee may not be imposed on all home sales in the Community, and Seller reserves the right to change or withdraw the Builder's Fee on subsequent home sales in the Community at any time prior to Seller's completion of construction of all homes in the Community. The Builder's Fee represents additional revenue and is intended to compensate Seller for various internal costs and expenses associated with the sales, promotion and/or development of the Community. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Home.

4. **Financing**.

☐ **NO CONTINGENCY**. If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide, within five (5) calendar days from the Buyer's execution of this Agreement, financial statements or other written verification of Buyer's ability to purchase the Home with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Home with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☒ **MORTGAGE CONTINGENCY**. If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within thirty (30) days (the "**Mortgage Contingency Period**") for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved in writing by Lender for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Prequalification. Buyer may have obtained a "prequalification" from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY.

4.2 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Home without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.3 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE HOME IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Home. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.4 Commitment Rate and Terms. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Home to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Home without mortgage financing. Buyer agrees that it will make no changes to its mortgage financing arrangement within the last thirty (30) days before Closing.

4.5 Appraisal. If the Lender's appraiser appraises the value of the Home for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "**Additional Cash to Close Funds**"); or (ii) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing. Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

4.6 Sale of Other Residence. Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, unless otherwise provided, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of

Buyer's present residence or other property. Failure to close on the purchase of the Home will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Funds**. Buyer shall remit to Seller the Initial Deposit, Additional Deposit, and Advance Payment by check, cashier's check, or wire transfer. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C$ check**"), Seller's depository bank will convert such C$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing. Any funds paid by Buyer under the terms of this Agreement to Seller, including funds paid through a check or cashier's check are accepted by Seller subject to collection.

UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY SELLER NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY DEPOSIT AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Seller approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding $25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

6. **Credit Information Authorization**. Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing**. Subject to Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing at least thirty (30) days prior to the Closing Date (the "**Closing Date Notice Period**"). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated below, or to charge Buyer $100 per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an additional amount equal to **Two Percent (2%) of the Total Purchase Price** shall be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at the Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. Notwithstanding the foregoing and subject to the provisions of Section 4 above, if the Mortgage Contingency box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Home on the originally scheduled Closing Date.

8. **Completion Date**. Seller is obligated to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement ("**Outside Date**"), subject only to delays caused by matters recognized by the laws of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance. As an accommodation to the Buyer, Seller has provided an estimated completion date that occurs prior to the Outside Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any estimated completion date is a good faith estimate only. Seller cannot guarantee that completion will occur before the Outside Date, but will endeavor to substantially complete the Home by the estimated completion date. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller

shall not be liable for any additional costs, expenses, or damages whatsoever should the Home not be completed by the estimated completion date. It is the express intent of the parties that the rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Home from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing**. If the Home is damaged by fire, vandalism, act of terrorism or other casualty or condition before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. Buyer agrees that, if the casualty or condition occurs during construction, that Seller is only obligated to restore or repair the affected part of the Home to as-new condition and that Seller is under no obligation to disclose to Buyer the fact of repair or restoration or the casualty or condition that necessitated the repair or restoration. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Home is damaged by fire, vandalism, act of terrorism or other casualty or condition and the repair or reconstruction of the Home substantially in accordance with the pre-existing plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed**. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "**Deed**") describing the Home, which Deed shall convey title to Buyer subject to all matters described in this Agreement. The Deed shall be recorded and shall include, without limitation, provisions requiring that any dispute be submitted to alternative dispute resolution.

11. **Closing and Title Matters**. Title to the Home to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Closing Costs. BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THIS AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES AND CLOSING COSTS, IF ANY, AT CLOSING. IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "CLOSING COSTS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRO RATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, but may not be limited to:

11.1.1 The premium for a policy of mortgagees' title insurance, any real property transfer taxes in connection with the transfer of the Home, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. Should the settlement charges that VA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Seller at its sole discretion may terminate this Agreement and refund Buyer's earnest money. Should the settlement charges that FHA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Buyer may either pay the additional settlement charges or the interest rate on the loan will increase to an interest rate attainable with the settlement charges to be paid by Seller. In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

11.1.2 Customary closing costs of a Buyer of a single family residence, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.

11.1.3 Document preparation fee, delivery charges, Closing fee and any other Closing expenses of Buyer.

11.1.4 All additional costs respecting the Home imposed by any governmental authority.

11.1.5 The cost of any obligations Buyer incurs not provided for in this Agreement.

11.1.6 The cost of a survey of the Home.

11.1.7 Current expenses of the Home (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing date. Buyer shall reimburse Seller for any prepaid expenses of the Home such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing date occurs.

11.1.8 If real estate taxes for the year in which the Closing date occurs are assessed in the aggregate on the real estate comprising the portion of the Community (including the Home) rather than on a homesite-by-homesite basis, Seller will pay such taxes in full when due, but Buyer will reimburse Seller at the Closing for Buyer's pro rata share of such taxes from the Closing date (if such taxes are then known) or the Home's allocable share (so prorated) of Seller's estimate of those taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual tax bill is known. If taxes for the year in which the

Closing date occurs are assessed on a homesite-by-homesite basis but such taxes are not due on the Closing date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing date, subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year in which the Closing date occurs, Buyer will reimburse Seller at the Closing for Buyer's pro rata share of those taxes from and after the Closing date.

11.1.9 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.

11.1.10 Any fees resulting from or associated with an offsite closing, or an accelerated or expedited closing, if such fees are incurred as a result of any action or inaction of Buyer.

11.2 Title Insurance. Buyer is instructed and encouraged to obtain, at Buyer's cost, an abstract of title for the Home and to have an attorney review it before Closing. Buyer is also instructed and encouraged to obtain, at Buyer's cost, an owner's title policy from any title company of Buyer's choice. If Buyer desires, Buyer may use the title company customarily used by Seller, but it is ultimately Buyer's choice. Please review this Agreement and the Affiliated Business Arrangement Disclosure Statement for additional provisions related to this topic.

11.3 Title to the Home shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Home; (5) matters that would be disclosed by an accurate survey or inspection of the Home; (6) this Agreement, including all addenda; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Home for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Home; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Home. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.4 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.5 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.6 Seller may not own title to the Home as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Home on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.7 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Home. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Home (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.8 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement.

11.9 Title to the Home will be deemed marketable if an owner's policy is issued with standard exceptions.

12. **Site, Selections and Substitutions**. The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

12.1 Lot Change. In the event that Seller, in its sole discretion, determines that the model of the house selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no

replacement lot is available, then Buyer may terminate this Agreement within fourteen (14) days of notice that a replacement lot is unavailable and will be entitled to a refund of any paid Deposit.

12.2 Decorative and Landscaping Items. Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, Seller has the right, without notice to Buyer, to substitute materials or equipment of comparable quality, utility or color as the Seller might deem appropriate. Without limiting the Seller's ability to exercise this right, Seller may exercise this right, in its sole discretion and option whenever Seller shall determine it is necessary or expedient to do so.

13. **Buyer's Default**. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Initial Deposit and Additional Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, 100 percent (100%) of the Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

14. **Seller's Default**. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages only and shall be not entitled to special, consequential or punitive damages, all of which the right to recover or claim Buyer hereby expressly waives. Buyer and Seller expressly agree that actual damages shall not include and shall not be interpreted to include, in any way, any attorneys' fees or costs or expert/consultant fees or costs. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years as set forth in this Agreement.

15. **Mediation / Arbitration of Disputes**.

15.1 **Dispute Resolution. The parties to this Agreement specifically agree that it is their desire to efficiently and quickly resolve any disputes that arise, that this transaction involves interstate commerce, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims: (1) arising under, or related to, this Agreement, the Home, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Home, or in the Community; or (4) relating to issues of formation, validity or enforceability of this Section.**

15.2 **Mediation. If the parties are unable to agree to a mediator, the parties will utilize the American Arbitration Association ("AAA") for this role. The parties expressly agree that the mediator's charges shall be equally shared and that each party shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation.**

15.3 **Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Disputes would be barred by the applicable statute(s) of limitations, which such statute(s) of limitations the parties expressly agree apply to any Disputes. The decision of the arbitrator(s) shall be final and binding on both parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.**

15.4 **BUYER AND SELLER AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF THE BUYER'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.**

15.5 **To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.**

15.6 **The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.**

15.7 **BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.**

15.8 **Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.**

Buyer and Seller specifically consent to arbitrate in accordance with this entire Section 15 of this Agreement.

Buyer Initials DS _____ _____ Seller Initials DS _____

16. **Other Dispute Resolutions**. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of this Agreement, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** For any Dispute that involves a claimed amount of less than $10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Section.

17. **Deed Restriction**. The alternative dispute provisions above shall be set forth in the Deed and shall be binding upon Seller, Buyer, and all subsequent grantees, purchasers, successors and assigns as covenants and restrictions running with the land.

18. **Construction Activities**. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE HOME.

19. **Dangerous Condition; No right to Enter; No Communications with Subcontractors**

19.1 Buyer understands and agrees that the Home is a construction site and that the Home and the improvements, equipment and supplies thereon constitute a danger to those who may enter upon the site. Buyer and Buyer's guests, including, but not limited to friends, Buyer's independent contractors, consultants, family members and minor children (collectively "**Buyer's Guests**"), shall not enter onto the Home or Homesite prior to Closing unless authorized in writing and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer or Buyer's Guests shall constitute a breach and default of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer or Buyer's Guests onto the Home or Homesite prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. **To the maximum extent permitted by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless the Indemnified Parties from and against any claims made by Buyer's Guests as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Home or Homesite.**

19.2 Buyer acknowledges that all matters pertaining to the initial construction of the Home will be performed by Seller and Seller's subcontractors and vendors who are performing the work under contracts with Seller. For reasons of safety and to comply with liability and insurance requirements imposed upon Seller, Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Home. Buyer shall not do or have any work done on the Home, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Home to Buyer.

19.3 Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a "material breach" and shall entitle Seller to declare this Agreement to be in default in accordance with the provisions of the Buyer's Default Section in this Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever this Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller's rights contained within the Site and Substitutions Section in this Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in this Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

20. **Inspection of the Home**. BUYER WILL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT THE HOME WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING, AND AT THAT TIME BUYER WILL SIGN A "**NEW HOME ORIENTATION LIST**" STATING ANY DEFECTS IN WORKMANSHIP OR MATERIALS OR INCOMPLETE ITEMS WHICH BUYER DISCOVERS. ANY DEFECTS OR INCOMPLETE ITEMS NOT SO LISTED WHICH ARE APPARENT OR VISIBLE SHALL BE DEEMED ACCEPTED BY BUYER AND ANY CLAIM RELATED THERETO FOREVER WAIVED. IF ANY ITEM LISTED IS ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE DEFECTS AT SELLER'S COST WITHIN A REASONABLE PERIOD OF TIME AFTER CLOSING, PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE HOME IS HABITABLE. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. BUYER SHALL HAVE NO RIGHT TO REQUIRE ESCROWS OR HOLD BACKS OF CLOSING FUNDS OR ANY CASH TO CLOSE, AND NONE WILL BE PERMITTED. IF BUYER FAILS TO TAKE ADVANTAGE OF THE PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO SUBMIT A NEW HOME ORIENTATION LIST TO SELLER.

21. **Natural Disasters**. Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane flood, and avalanche. Seller cannot guarantee the Home; its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

22. **Representation of Compliance with OFAC Regulations**: Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately

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contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

23. **Agreement not to be Recorded**. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement. Notwithstanding, Seller reserves the right to record this Agreement, any addenda, in its sole and absolute discretion.

24. **Transfer, Assignment and Persons Bound**. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

25. **Time of the Essence**. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

26. **Interpretation and Computation of Time**. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of fewer than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

27. **Notice**. Unless expressly set forth otherwise in any particular provision of this Agreement, all written notices required under this Agreement shall be deemed to have been given by a party when delivered to the address identified on Page 1 of this Agreement in one or more of the following methods: (a) when delivered by hand; (b) one day after deposit with a recognized overnight courier service; or (c) when delivered by electronic transmission with electronic confirmation. Buyer is responsible for providing written notice to Seller of any address change. All written notices shall be effective when sent in the manner above even if receipt is refused.

28. **Waiver**. Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

29. **Survival**. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Home; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.

30. **Incorporation and Severability**. In the event that any portion of any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be enforceable to the maximum extent allowed by law to give meaning to the parties' intent. In the event that any clause or provision of this Agreement, in its entirety, shall be void and unenforceable, it shall deemed deleted so that the balance of this Agreement is enforceable.

31. **Governing Law**. Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Home is located to the extent federal law is not applicable.

32. **Entire Agreement**. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE HOME ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS MADE AVAILABLE TO BUYER BY SELLER OR BY THE EXERCISE OF REASONABLE DILIGENCE OR REFERENCED IN THIS AGREEMENT.

33. **Modification**. This Agreement is the entire agreement for the sale and purchase of the Home and once it is signed by both Buyer and Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

34. **Additional Changes**. Notwithstanding Sections 32 and 33 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, to change the terms and provisions of this Agreement to

comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, developer or declarant, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Sections 32 and 33 of this Agreement, Seller shall have the right to amend this Agreement for development or other purposes, and Buyer consents to all such amendments.

35. **Inducement**. Buyer acknowledges that the sole inducement to close on the purchase of the Home is the Home itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Home will increase in value. Buyer understands and acknowledges that Seller sells homes for personal use and enjoyment. Seller is not making, and does not condone, any representations about future income, profit, or rental potential of any home. Buyer should purchase the Home for personal use and enjoyment without reliance on any future profit, rental income, economic, or tax advantages.

36. **Riders and Addenda**. This Agreement includes the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check ([X])all that apply:

[X] Rider B (Austin/San Antonio Division)	[ ] FHA/VA Addendum
[X] Master Disclosure and Information Addendum	[ ] Change Order Summary
[X] Affiliated Business Arrangements Disclosure Statement*	[ ] Cooperating Broker Agreement
[X] Purchase Price and Payment Addendum	[X] Addendum Natural and Manmade Products
[X] Election Form Addendum	[ ] Age Compliance Addendum
[X] Insulation Addendum	[ ] Addendum for Sale of Other Property by Buyer
[ ] Sales Incentive Addendum	[ ] Loan Lock Extension Addendum
[ ] Existing Home Disclosure	[ ] Down Payment Assistance Addendum
[ ] Homesite Reservation	[ ] _____
[X] Privacy Policy Notice Addendum	[ ] _____

*On 07/31/2023 Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement ("**ABAD**") that sets forth Seller's business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title, Inc., Lennar Insurance Agency, LLC and their respective types of charges and range of charges; Buyer acknowledges and confirms receipt of the previously delivered ABAD on 07/31/2023.

37. **Offer to Purchase/Effective Date**. This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Home in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as Seller has executed this Agreement (the "**Effective Date**"). In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THIS CONTRACT IS SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM A CONSTRUCTION DEFECT. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT AND THAT DEFECT HAS NOT BEEN CORRECTED AS MAY BE REQUIRED BY LAW OR BY CONTRACT, YOU MUST PROVIDE THE NOTICE REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE TO THE CONTRACTOR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED BY SECTION 27.004 OF THE TEXAS PROPERTY CODE.

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64091BDCFE0C498...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

DocuSign Envelope ID: 3358CAD5-8B5F-4B53-84B3-83F019B1D0AA

SUPPLY CHAIN ADDENDUM

THIS SUPPLY CHAIN ADDENDUM (this "**Addendum**") is made and entered into as of July 31, 2023 and incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the date hereof, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Subdivision/Plat Thea Meadows 40, in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Supply Chain Disruption & Construction Delays**. Buyer acknowledges that there are acute and growing supply chain disruptions that have resulted in price increases in raw materials and construction delays. While Seller is committed to honoring the Purchase Price and exempting Buyer from having to share in the resulting cost increases, the supply chain disruptions and delays create numerous obstacles to Seller in its business of building and selling homes.

3. **Installation of Minor Items Not Required for the Issuance of a Certificate of Occupancy**. Buyer acknowledges that due to supply chain disruptions, some items to be installed in the Home, such as cabinet drawers and doors, shower enclosures, appliances and/or other minor finishing items (collectively, "**Minor Items**"), may not be installed or completed by the time a certificate of occupancy ("**CO**") is issued for the Property. Buyer hereby agrees that Seller's inability to install or complete the Minor Items shall not delay Closing and Buyer shall proceed to Closing as scheduled by Seller provided that a CO has been issued for the Property. Buyer shall have no right to require any escrows or holdbacks at Closing relating to the Minor Items. Any escrow or holdback requirements of Buyer's lender shall be the responsibility of Buyer and paid in addition to all other proceeds due at Closing. Seller agrees to use commercially reasonable efforts to cause the installation or completion of the Minor Items to occur promptly after Closing once the appliance(s) or other required material or labor become available.

4. **Counterparts/Signatures**. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

5. **Survival**. The terms of this Addendum shall specifically survive Closing.

6. **Conflicts**. In the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall govern the parties.

7. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

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IN WITNESS WHEREOF, Seller and Buyer do hereby execute this Addendum as of the date of this Addendum.

BUYER:

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
84991BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

DocuSign Envelope ID: 3358CAD5-8B5F-4B53-84B3-83F019B1D0AA

DO'S AND DON'TS MORTGAGE ADDENDUM

THIS DO'S AND DON'TS MORTGAGE ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated July 31, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Do's and Don'ts**: We want you to go through your homebuying journey with confidence. This list will help guide you through the process with ease.

DO	**DON'T**
DO continue making any debt payments	DON'T change jobs or employers without speaking to your loan officer
DO submit all items requested within three days	DON'T overdraft any accounts
DO notify your loan officer of any changes in employment or marital status	DON'T attempt to open or increase any liabilities, including credit cards, loans, or financing a new car
DO obtain insurance no less than five days prior to closing	DON'T obtain and/or deposit unusually large sums of money from a bonus, insurance settlement or a gift without proper documentation
DO notify your loan officer of any special circumstances with the closing of your new home (e.g., using a Power of Attorney or sending closing documents to you at a location other than the title company)	DON'T close, open or transfer any asset accounts without first discussing with your loan officer (e.g., before you transfer all the funds in your stock account to your savings account)

3. **Seek Advice of Licensed Mortgage Broker**. The actions listed above could impact your ability to qualify or may require additional documentation. Lennar is not a licensed mortgage lender and nothing in this document shall be construed as mortgage advice, including how or whether you will qualify for a mortgage. You should consult with a licensed loan officer if you have any questions or need assistance with obtaining a loan.

4. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

5. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

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6. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64091BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

DocuSign Envelope ID: 3358CAD5-8B5F-4B53-84B3-83F019B1D0AA

PRIVACY POLICY NOTICE ADDENDUM

THIS PRIVACY POLICY NOTICE ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the thirty-first day of July, 2023 between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat/Condominium in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference. Notwithstanding the foregoing or anything contained in the Agreement to the contrary, for the exclusive purpose of this Addendum, "**Lennar Affiliate(s)**" shall have the meaning set forth in the Privacy Policy Summary attached hereto as Exhibit "A" ("**Privacy Policy Summary**").

2. **Explanation**. Buyer may need a mortgage, homeowners' insurance, title insurance and/or settlement services in connection with the purchase of the Home. While Buyer is not required to use a Lennar Affiliate to purchase such services, they are available to assist with obtaining these services in connection with the purchase of the Home. This Addendum provides Buyer with the option of electing to receive marketing materials, including price quotes, for services that may be necessary in connection with the purchase of the new Home. It is entirely Buyer's choice whether to receive any such information, and there is no obligation to use any Lennar Affiliate.

3. **Privacy Summary**. Buyer acknowledges that Buyer has received and reviewed Seller's Privacy Policy Summary and has been given the opportunity to review Seller's complete Privacy Policy at https://www.lennar.com/privacypolicy, or on request. Buyer hereby accepts the Privacy Policy and acknowledges that the Privacy Policy is subject to future amendment.

4. **Privacy Selections**. Please choose the "Yes" or "No" options below to indicate whether Buyer wishes to share information with Lennar Affiliates (such as those involved in the home purchasing process, e.g., Lennar Mortgage, LLC, Lennar Title, Inc., CalAtlantic Title, LLC and Lennar Insurance Agency, LLC). If there is more than one Buyer, the choices selected on the Addendum will apply to all Buyers who have executed the Addendum.

YES	NO	
X		**Affiliate Information Sharing**: Agreeing to this option will allow the Lennar Affiliates to provide Buyer with offers and information about products and services that may be necessary in connection with the home-buying process by accessing and using Buyer's personal information. These services include providing the Buyer with home financing information and quotes for title insurance, closing services and homeowner's insurance.

Buyer may change the above selections (i.e., opt-out if Buyer has previously selected "YES", or opt-in, if Buyer has previously selected "NO") at any time by visiting www.lennar.com/contact/communicationpreferences and making the appropriate selections in the manner prescribed in the form, or as otherwise described in the current Privacy Policy.

5. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

6. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a _____

DocuSigned by:
Jennifer Gobert
64091BDCFE0C49B...

By: _____
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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EXHIBIT "A"

PRIVACY POLICY SUMMARY

This Privacy Policy Summary summarizes certain terms of the Privacy Policy of Lennar Corporation ("Privacy Policy") and our affiliated companies (collectively, "Lennar," "we", "us", "our") collect, use and disclose personal information about visitors to our websites, users of our mobile applications, people we meet in person or by phone, our customers and prospective customers, and others whose personal information we collect and retain ("you," "your," or "our"). Please review the full text of our Privacy Policy at https://www.lennar.com/privacypolicy, or contact us as explained below.

Lennar Affiliates include (among others) Lennar Corporation and all affiliated companies, including but not limited to: the Quarterra Multifamily Communities, LLC, Lennar Commercial, Lennar International, LLC, CalAtlantic Group, LLC, Lennar Mortgage, LLC, CalAtlantic Mortgage, Inc., Lennar Sales Corp., North American Title Insurance Company, LLC, Lennar Title, Inc., Lennar Title, LLC, Lennar Title Group, LLC, Lennar Closing Services, CalAtlantic Title, LLC, CalAtlantic National Title Solutions, LLC, Five Point Communities, WCI Communities, LLC, and Lennar Insurance Agency, LLC (collectively "Lennar Affiliates").

You consent to the terms of our Privacy Policy when you use our online services or provide your personal information to us after receiving this Privacy Policy Summary and an opportunity to review our complete Privacy Policy.

"Personal information" refers to information that identifies you or relates to you as an identifiable individual (such as your name, email address, government-issued identification numbers, Internet Protocol address); consumer information (e.g., telephone number, credit card and bank account numbers); commercial activity records (e.g., credit reports, purchasing history, other Lennar transactions); internet browsing history and other online usage; and geolocation data. Personal information may also include information that does not identify you directly if it is combined with other information in a way that enables you to be identified (such as age, gender, profession, zip code, IP address, mobile device ID, and geolocation data).

Lennar Affiliates use Personal Information for the business and commercial purposes summarized below, but our use of your information is subject to the terms of the Privacy Policy; any specific terms applicable to the services or products you request; your instructions to us that limit the use of certain information when you exercise an "opt-in" or "opt-out" or "unsubscribe" option we provide; and/or the requirements of applicable law. Subject to those limitations, Lennar may use your personal information in the following ways:

1. Establish, maintain, and service customer accounts; provide customer service; provide financing, title, insurance or other home-purchase related services through Lennar Affiliates, engage in advertising, marketing, and online analytic services.

2. Process payment information for transactions with Lennar (although we will not retain your credit card information).

3. Requesting feedback on the customer's experience and offering products and services in the future.

4. Maintain records of our customers' needs, preferences and interests so that we may assist customers to identify properties and services provided by Lennar and letting them know about services or promotions that may be of interest to them (which may in some cases be provided by Lennar Affiliates or Business Associates), including by email, mail, telephone, or SMS text message. These are marketing messages and you are able to control whether you receive them. To learn how you can choose to stop receiving some or all of these messages, see the section titled "Opt-In/Opt-Out Procedures."

5. Undertake activities to maintain the quality of Lennar products and services and to improve, upgrade, and enhance those products and services.

6. Manage our online services to maintain functionality, improve service, detect and prevent malicious activity.

7. Develop demographic information for statistical and market research and other strategic marketing purposes.

8. Permit third party advertisers and ad servers to deliver Lennar advertisements to you on other websites you visit as explained herein. This includes, for example, verifying positioning and quality of ad impressions, and auditing compliance with marketing specifications and standards. If you prefer not to receive this form of advertising, see "How We Use and How You Can Limit Use of Cookies and Interest-Based Advertising."

9. Market our products and services through our websites, e-mail messaging, online advertising, and offline means.

10. Manage our contractual relations, protect our business interests, enforce our terms and conditions (https://www.lennar.com/termsandconditions).

11. Comply with applicable law and legal process.

12. Undertake a major business transaction subject to appropriate confidentiality protections.

We share or permit access to personal information to our "Service Providers" and "Business Associates" (collectively, "Third Parties"). Service Providers assist us with administrative, technology, data storage, e-mail

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services, marketing, and other business operations and may not sell or use personal information from these services for their own purposes. Business Associates are unaffiliated companies we may collaborate with in the homebuilding process or who offer products and services for the home or Community. Business Associates may use personal information for their own commercial purposes, such as marketing products and services related to your new home and may provide monetary or other consideration for access to personal information. When information is sold or exchanged for value, the Third Parties may use the personal information for their own direct marketing or other commercial purposes.

The chart below shows the categories of personal information Lennar disclosed for a business purpose to Service Providers or sold/exchanged with Third Parties during the past 12 months.

Categories of Personal Information Collected in Past 12 Months	**Sources**	**Availability to Lennar Affiliates; Sale/Exchange with Business Associates; Your Opt-in or Opt-out Rights***
Contact information: name, postal address, email address, and telephone number	o Your request for information (online or offline) o Your application for home purchase, mortgage, insurance, or other transaction o Lennar Affiliate o Business Associates o Marketing research services	Lennar Affiliates* with prior affirmative consent to use for customer lead generation, direct marketing; market research services; Business Associates for customer lead generation, direct marketing; market research services**
Personal identifiers: Social security number, government-issued identification number, driver's license and passport number	o Your application for home purchase, mortgage, insurance, or other transaction information	Not shared with Lennar Affiliates or any Third Parties
Consumer information: Credit/debit card and bank or other financial account numbers	You (as necessary to complete a transaction)	Not shared with Lennar Affiliates or any Third Parties
Commercial information: o Credit reports, purchasing history, public real estate and lien records **o** Lennar Affiliate transaction history, transaction contract and closing document information.	o Credit reporting agencies o Public records o Lennar Affiliates	o Shared with Lennar Affiliates* with your consent; o Not shared with Business Associates

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Other financial information: income, assets, liabilities, salary and employer information.	o Your application for home purchase, mortgage, insurance, or other transaction o Lennar Affiliate	o Shared with Lennar Affiliates* with your consent o Not shared with Business Associates
Internet and other electronic network activity: o Internet protocol address, mobile device identifier o Browsing history o Interactions with our websites (such as photos and comments you post)	o Cookies and other internet tracking technologies used on our websites and myLennar Account o E-mail messages	Website analytics and online advertising services that collect website data***
Geolocation data	o Your IP address and mobile device identifier o Specific location data you provide	Business Associates for lead generation, direct marketing and market research services
Interested Buyer or Home-Buyer Profile: name, email and/or street address, new home and location interests and preferences; new street address, Lennar community, gender, family members, details about your home purchase, and anticipated closing date; blog comments; photos	o You o Your social media accounts if you provide access**	May be shared with Lennar Affiliates and Business Associates for lead generation, direct marketing and market research services **Opt-out at**: https://www.lennar.com/contact/CommunicationPreferences or by e-mail at privacyinfo@lennar.com

*You may change your selection at any time at https://www.lennar.com/contact/CommunicationPreferences or by contacting as explained below. You cannot opt-out of disclosures to Service Providers because they perform business services on behalf of Lennar Affiliates and do not use personal information for their own commercial purposes.

**Business Associates and social media sites are responsible for their own privacy practices, which should be described in their privacy policies and accessible from their marketing communications, websites, or mobile applications.

***You can restrict the automated collection of your online usage data and receipt of personalized ads by managing the preference settings on your browser or device.

Other reasons for sharing personal information.
Except as otherwise provided in this Privacy Policy, we may share or disclose personal information to other third parties for the following reasons:

- To third parties to whom you or authorize us to disclose your personal information.
- To enforce our contracts and the Terms and Conditions applicable to the use of the Websites.
- To fulfill your requests including connecting with your social media accounts.
- To comply with laws or valid legal process and in response to appropriate governmental requests.
- As we deem reasonably necessary to investigate, prevent or take other appropriate action in connection with potential illegal or fraudulent activities or potential risk to the personal safety of any individual or the security of your personal information.
- As we deem reasonably necessary to in connection with a major business transaction subject to appropriate confidentiality protections.

Information Sharing with Lennar Affiliates - Your Privacy Rights Under the Fair Credit Reporting Act

Under Federal law, we are permitted to share information about our own transactions and experiences with you with Lennar Affiliates. However, federal law gives you the right to limit our ability to share information about your

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creditworthiness or for marketing purposes with Lennar Affiliates.

Notice of Your Ability to Limit Sharing of Creditworthiness Information with Lennar Affiliates. Information about your creditworthiness includes, for example, your income, assets, and other liabilities that you provide to us or that we obtain from a consumer credit report. We will not share your information about your creditworthiness with Lennar Affiliates.

Notice of Your Choice to Limit Marketing by Lennar Affiliates. You may limit Lennar Affiliates, such as our mortgage lender or broker and insurance affiliates, from marketing their products or services to you based on personal information that we collect from you and share with them. The types of information we might share with Lennar Affiliates for their marketing purposes include your income, account history, and credit history. You can limit marketing offers from Lennar Affiliates, by visiting https://www.lennar.com/contact/CommunicationPreferences or contacting us by e-mail at privacyinfo@lennar.com. You may change your selections at any time by visiting that webpage.

Opt-In / Opt-Out Procedures

In the process of purchasing a Lennar home, you may be interested in receiving information about a variety of related products and services including, but not limited to, home loan, title and homeowner's insurance, security services, and community resource such as telecommunications services and local merchants. When you provide us with your contact information, you will be asked to consent to authorize us to share your personal information with Lennar Affiliates and/or Business Associates to market services relating to the purchase of a home to you. You may change your selection at any time by visiting: https://www.lennar.com/contact/CommunicationPreferences.

(Note that you cannot opt-out of disclosures to Service Providers because they perform business services on behalf of Lennar and do not use personal information for their own commercial purposes). If you would like to restrict the automated collection of your personal information while using our websites, mobile apps, and other online services "Online Services"), see the section titled, "How We Use and How You Can Limit Cookies and Interest-Based."

How We Use and How You Can Limit Cookies and Interest-Based Advertising

We use cookies and similar technologies on our Online Services all as more particularly provided in the Privacy Policy. We may engage third parties, such as Google Analytics, to collect activity and usage data. To learn more about how Google collects and processes data and the choices Google may offer to control these activities, you may visit: http://www.google.com/intl/en/policies/privacy/partners/. We may use third-party advertising companies to serve ads when you visit our Online Services all as provided in the Privacy Policy.

Protecting and Retention of Personal Information

Lennar maintains administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of your personal information appropriate to the nature of the personal information we collect. While the measures we implement are intended to reduce the likelihood of security problems, we cannot guarantee that these measures will prevent unauthorized access to your personal information. We retain personal information for as long as we reasonably require it for legal or business purposes.

Rights of California Residents - This section applies only to residents of the State of California.
California Consumers have the rights described at: https://www.lennar.com/privacypolicy#ForCaliforniaConsumers.
The rights of California consumers include (among others):

- To direct Lennar Affiliates not to sell their personal information to others ("Right to Opt-Out");
- To know what personal information Lennar Affiliates collected, sold, or disclosed about the consumer or the consumer's household during the last twelve (12) months; and
- To request that Lennar delete personal information that Lennar has collected, subject to a range of exclusions permitted by law.

Right to Opt-Out. California consumers have the right to direct a business not to sell their personal information to others ("Right to Opt-Out"). You can exercise your Right to Opt-Out by submitting the webform: https://www.lennar.com/contact/CommunicationPreferences. You may also exercise your Right to Opt-Out by contacting us as described below. Our webform provides several options. You may opt-out of all sales of your personal information regardless of the purpose or category of third party involved. Or, you may opt-in to allow only sales to Lennar Affiliates and/or Business Associates to permit them to market their products and services to you.

Nevada residents may opt-out of the sale of personal information by contacting us as explained below.

Contact us with your questions about this Privacy Policy or our privacy practices or to change opt-in or opt-out preferences:

By email:	privacyinfo@lennar.com
By phone:	1-800-532-6993
Online Preferences webform:	https://www.lennar.com/contact/CommunicationPreferences
By postal mail:	5505 Blue Lagoon Drive, Miami, FL 33126 (Attn: Privacy Compliance Dept.)

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MORTGAGE RATE LOCK PROGRAM ADDENDUM

THIS MORTGAGE RATE LOCK PROGRAM ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated thirty-first day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat, in the Community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Mortgage Rate Lock**. Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Lennar Mortgage, LLC ("**Lennar Mortgage**") and that Buyer is not obligated to use Lennar Mortgage as a condition to the sale of the Property to Buyer. By executing this Addendum, Buyer hereby agrees to lock the interest rate with Lennar Mortgage immediately through its Long-Term Rate Lock Program ("**Rate Lock Program**").

3. **Rate Lock Program - Payment Prior to Closing**. Buyer hereby acknowledges that in order to lock in the interest rate prior to Closing for up to one hundred and eighty (180) days, Seller, on behalf of Buyer, will pay Lennar Mortgage an upfront interest lock fee equal to .5% percent of the loan amount (the "**Rate Lock Fee**") at the time the Buyer executes a long-term rate lock agreement with Lennar Mortgage. Buyer agrees that if Buyer closes the purchase of the Property using a lender other than Lennar Mortgage, Buyer will reimburse Seller the amount of the Rate Lock Fee at Closing as an additional payment to the Seller. If Buyer fails to close on the purchase of the Property, for any reason other than Seller's default, then Buyer will reimburse the Seller the amount of the Rate Lock Fee within seven (7) days of Seller's request and such reimbursement shall be in addition to any other remedies for default set forth in the Agreement. Buyer acknowledges that the Rate Lock Fee will be applied against allowable Seller credits and may reduce the total amount of any Incentive or closing cost credit provided by the Seller pursuant to the Agreement.

4. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

5. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
84991BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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INSULATION ADDENDUM

THIS INSULATION ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Thirty-First day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Insulation**. Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

Location	Type	Thickness	R-Value
2 x 4 Exterior Walls	Fiberglass Batts	3.5"	13
2 x 6 Exterior Walls	Fiberglass Batts	5.5"	17 (comp.R19
Flat Ceilings (w/attic access)	Fiberglass Blown	14.5"	30
Flat Ceilings (w/no attic access)	Fiberglass Batts	12"	30
Sloped Ceilings & HVAC Platforms	Fiberglass Batts	6.5"	22

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation. The U.S. Department of Health and Human Services ("**HHS**") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

3. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

4. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

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5. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
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SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.

DocuSigned by:
Jennifer Gobert
640915DCFE0C495...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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ADDENDUM FOR NATURAL AND MANMADE PRODUCTS

THIS ADDENDUM FOR NATURAL AND MANMADE PRODUCTS (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the Thirty-First day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Exterior Brick and Natural Stone Flooring and Countertops**. Natural stones ("**Natural Stone**") and bricks ("**Brick**") with varying colors and mineral compositions are found in quarries throughout the world. Natural Stone and/or Brick including, without limitation, marble and granite stone types, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that neither Natural Stone nor Brick is uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Natural Stone or Brick to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Natural Stone to be used/installed in Buyer's Home:

2.1 Cleaning. Care should be exercised when cleaning Natural Stone. No chemicals should be used to clean stone other than those cleaners specifically designed to clean Stone.

2.2 Natural Inconsistencies. Natural Stone contains natural inconsistencies which will be present in Natural Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.

2.3 Edges and Corners. There may be changes in the patterning of Natural Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 Fissures and Pits. Natural Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

2.5 Spots, Freckles, and Rust. Spots, freckles, and/or rust may appear in Natural Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Natural Stone; such spots, freckles, and rust are not defects.

2.6 Seams. Natural Stone is almost never seamless due to the techniques employed to cut the slab of Natural Stone in a way that preserves the maximum beauty of such Natural Stone. Pieces of Natural Stone must therefore be fitted together and the Natural Stone used in the Home will not be seamless and may have visible seams, which are not defects.

2.7 Wallboard and Plaster. Natural Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Natural Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Natural Stone flooring and countertops. There may be such shims, caulking and/or putty in the Natural Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 Staining. Natural Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

2.9 Sink Cabinet. The cabinet directly under the sink may be six (6) inches larger than the sink, as a sink of larger size will preclude adjustment of seams and edges of Natural Stone countertop and may result in a deterioration of the Natural Stone countertop.

3. **Mortar and Selection of Color and Type of Brick or Natural Stone**. Buyer acknowledges that only one color of mortar is available, and that there are no other colors from which to choose. Buyer further acknowledges that the Brick and/or Natural Stone types selected by Buyer, or that has been selected prior to Buyer's purchase of Home, is final and that no deviations are allowed.

4. **Cabinet Stain Color**. Cabinet stain colors may vary from home-to-home as well as from cabinet-to-cabinet. Buyer acknowledges that same and/or similar types of wood are not man-made and, as such, variations in grain, knots, color, texture and overall appearance may occur. Buyer further acknowledges that stain color on handrail variations may and sometimes do occur due to the aforementioned factors.

5. **Manmade Products**. The Home may include one or more of the following manmade products: carpet, tile and wood flooring; wall and pool wet area tiles; wood cabinets; cultured marble tubs, sinks and countertops; roof tiles; stamped concrete and paver driveways. Buyer acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that Seller makes no representations or

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guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Home. Buyer acknowledges and Seller makes the following disclosures regarding the manmade products to be used/installed in the Home.

5.1 **Bathroom Fixtures**. There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.

5.2 **Exterior Finish**. Seller may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Buyer acknowledges that repainting of the Home will likely be required at least every five years.

5.3 **Ceramic Tile**. Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Buyer will have the opportunity to inspect the Home prior to Closing and Seller requests that Buyer examine any tile floor closely at this time.

5.4 **Wooden Laminate Cabinets**. Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (i.e., birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Buyer acknowledges that wooden laminate cabinets may be manufactured with various manmade products and/or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Buyer may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets, if applicable.

5.5 **Paver Driveway and Walk**. Pavers are an interlocking system supported by the existing earth. White mason sand is used to space the pavers and is meant to wash out in a short time. Pavers are not meant to have grout or mortar joints. Variations in the plane or levelness are expected and normal. The vast majority of elevation variances occur during the first year following installation. Buyer acknowledges that the pavers used to construct the Home's driveway and walk may be rustic, and no two paving stones are identical in color, texture or finish. Due to normal manufacturing, shipping, handling and installation, pavers may have abrasions, marks and minor staining. Normal weathering can also change the color and texture of the pavers. The most popular finish to be applied to paving stones is a clear sealer. Sealing also helps reduce effervescence, weathering, the penetration of permanent stains and normal wear and tear. The sealing of pavers is a normal maintenance function. Buyer should have a professional install any sealer. Seller recommends that Buyer not install any sealer until Buyer has occupied the Home for thirty (30) days to allow pavers to properly cure. Buyer further acknowledges that the paving stones at the models have not been sealed and have been left in their original condition.

6. **Manmade Stone**. At the option of the Buyer, the Home may include Manmade Stone ("**Manmade Stone**") on the exterior of the Home. Buyer acknowledges and Seller makes the following disclosures regarding the Manmade Stone to be installed on the Home: the Manmade Stone is (i) not a naturally-occurring stone and (ii) is not a waterproofing material. Buyer further acknowledges and Seller makes the following disclosures regarding the Manmade Stone to be used/installed as part of the Home:

6.1 Seller may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Buyer acknowledges that repainting of the Home will likely be required at least every five years.

6.2 Buyer acknowledges and agrees that shade variations are inherent in Manmade Stone. Colors of the Manmade Stone may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that the Manmade Stone is not uniform and Seller makes no representations or guarantees regarding the color, markings, shade, and texture of the Manmade Stone, or to the suitability or maintenance of any Manmade Stone that is made a part of the Home.

6.3 Care should be exercised when cleaning Manmade Stone. No chemicals should be used to clean Manmade Stone other than those cleaners specifically designed to clean Manmade Stone.

6.4 Spots, freckles, and/or rust may appear in Manmade Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Manmade Stone; such spots, freckles, and rust are not defects.

6.5 Manmade Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Manmade Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

7. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and

given as of the date and time of the transmission of this Addendum electronically to the other party.

8. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

9. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
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SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
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By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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BE INFORMED ADDENDUM

THIS BE INFORMED ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated July 31, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat, in the Community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Be Informed**. Seller presents this Addendum to Buyer so that Buyer can become familiar with some important aspects of his/her Home and the specific components therein. Please read this Addendum carefully.

3. **Wood Floors**. Wood is a natural product and will have variation in color, texture, uniformity, and grain. This absence of uniformity is what gives wood what is considered its natural beauty, and it is to be expected. If a uniform look is desired, wood should not be considered as a flooring option. Wood flooring or individual planks will not be replaced due to any variations in color, texture, uniformity, or grain.

o Wood floors will scratch and indent. If you have pets you may want to carefully consider the use of hard wood floors in your Home.
o Natural color change will occur during the aging process of your wood floor. This is called patina, and is an expected, even desired effect of natural wood.
o High heels will cause severe indentations on hard wood floor. Any damage to wood floors caused by high heels will not be covered under your warranty.
o Do not use Murphy's Oil Soap or any cleaning products without referring to your Warranty, Care and Maintenance Manual.
o Wood floors must be protected with plywood or another protective barrier whenever furniture or appliances are moved.
o Standing water, steam, or excessive moisture of any kind will severely damage wood floors. Use special care when wood is installed in any kitchen, bath, or utility area. Do not damp-mop wood floors, as it can cause "cupping" and "peaking", or raising of sides or ends on planks.
o The wood floors are not sanded on the job site. The wood floors are pre-finished and may result in "over boarding" (one plank being slightly higher than another). Flushness of +/- 1/32", the thickness of a credit card, is considered industry standard and to be expected.
o The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
o The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Buyer acknowledges and accepts these potential differences.

3.1 Wood Floors - Maintenance and Care Instructions.

o Wood floors require regular maintenance. Examples of regular maintenance include sweeping with a specialty terry cloth flooring mop or using the soft brush attachment on your vacuum cleaner regularly.
o Use throw rugs both inside and outside each exterior doorway to prevent dirt, grit, and debris from being tracked in onto your hardwood floors. This will help prevent scratching.
o Wipe up spills immediately. Refer to your Warranty, Care and Maintenance Manual for approved surface cleaners (e.g., Mohawk Floor Care Essentials Hard Surface Cleaner) and instructions on proper cleaning techniques. Standing water will raise the grain of the wood and may permanently damage the wood's surface.
o Use furniture pads on the feet of your furniture to help prevent scuffing and scratching. Do not slide or drag furniture across your hardwood floor. Pick up the furniture completely when moving.
o If hardwood is installed in the kitchen, place an area rug in front of the kitchen sink and dishwasher.
o Keep the temperature and humidity controls on year-round. All hardwood floors can be adversely affected by extreme changes in humidity and temperature. During hot, humid weather a de-humidifier may be required. Although engineered wood floors are less affected than solid wood floors, in the dry, heated winter months humidification may be necessary to prevent surface checking.
o Do not wet mop a hardwood floor, this will raise the grain and may permanently damage the wood's surface. Refer to your Warranty, Care and Maintenance Manual for approved cleaning products and proper cleaning techniques.
o Do not wax or polish your hardwood floor.
o Cleaner and a specialty terry cloth flooring mop available from your local Mohawk flooring store. See the store locator for a Mohawk dealer nearest you - http://www.mohawkflooring.com/my-mohawk/find-a-store.aspx.
o For more information related to the maintenance and care of wood floors, refer to your Warranty, Care and Maintenance Manual.

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PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, Buyer will be notified that a reselection is required and Buyer agrees to re-select from the available options. Refer to your manufacturer's recommendations for additional information on care and maintenance.

Buyer acknowledges and understands the above-information related to the wood floors.

DS

Buyer Buyer

4. **Natural Wood Cabinets**. Beautiful wood grain is not manufactured. As a product of many years of natural growth, variations in color and graining showcase the priceless handy work of nature. You will be more satisfied with your purchase if you can make educated decisions to get the best performance from your product. Please read over the following information. It describes factors that Seller and Seller's cabinet manufacturers cannot control and for which Seller cannot be held responsible.

4.1 Wood Characteristics: Color, Grain, and Markings. Natural variations in the wood will be present in all cabinetry, resulting in unique character markings on adjacent cabinets, on pairs of doors, and even within the same panel. Seller points out these unique characteristics of cabinets as a reminder that each piece of wood is different and the varied effect of finished cabinetry will be different from that represented by a sample or display. The variations can be broad; Seller is not responsible for the type or degree of variation in your cabinetry. A completely consistent look cannot be achieved with a finished natural wood.

- o The tree's sapwood (outer, living part) is often distinctly different in color from its heartwood (inner, dormant part).
- o Small pin knots and some larger knots can form during the tree's natural pruning process of eliminating adventitious buds and limbs.
- o Most woods have a uniform texture and are generally strait grained, but can also have "curly", "fiddle-back", "tiger-stripe", and/or "birds-eye" patterns. Any of these patterns can be expected in your product.
- o Certain soil factors can cause variation in wood color.
- o Other natural circumstances, including weather conditions or the intrusion of living things such as insects or vines can cause discolorations and wounds. The tree over time will heal itself and incorporate these features into the wood.
- o Maple sapwood is creamy white with a slight reddish brown tinge and the heartwood varies from light to dark reddish brown. The amount of darker brown heartwood can vary significantly according to growing region and will darken with age upon exposure to natural light.
- o Since natural events such as these are responsible for most of the inherent features or imprints found in wood, no tree will be completely free of them.

4.2 Finish Information. These latest techniques are designed to be hand-worked, making each piece look "one of a kind." When joining together many of these similar but "one of a kind pieces" to make up an entire kitchen, the intelligible variances of each component may be clear.

- o Wash - Expect the wash application over the base finish to provide for uneven retention of the wash on the details on the front of your cabinet doors and drawers. This is referred to as "wash hang-up", and the degree of variation is based on the hardness and grain of the wood and is not intentional. Face frames will be washed if the cabinets are designated "full wipe". The molding accessories will have glazing applied to them; this includes flat panel ends and raised panel end.
- o Glaze - The inking procedure creates a dark or light profile outline of the various dimensions of the cabinet box, doors, and drawers. This attention to detail lends a mystic and striking decorative element to a finely crafted set of cabinets. The inking process is hand-created and is not stamped out by a machine, therefore, expect less than perfect uniformity of thickness of the profile.
- o Paint - The painted product is a full coverage product applied with highly specialized finishing equipment. Paint on wood and MDF surfaces has the potential to develop visible cracking around the jointed area of doors and face frames due to expansion and contraction. An open joint line is not considered a defect and is considered a natural occurrence in the cabinet industry. Sunlight, smoke, moisture, household cleaners and other environmental conditions may cause materials to vary from their original color and/or to warp, split or crack.

4.3 Veneers. The front of the cabinet boxes and the flat exposed ends are made using veneers. Wood and painted veneers will have variation as a result of nature, dye lot, exposure to light, and aging. Changes in humidity and temperature, improper care and maintenance, exposure to natural and artificial light, and other conditions will adversely affect the veneer, cause warpage, checking, cracking, fading, darkening or discoloration, and cause other unwanted conditions and is not warranted.

4.4 Care and Maintenance.

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o Wipe with a clean, soft, damp cloth and dry immediately. Never use a dishcloth or sponge that might contain remnants of detergent or grease. To remove food residue or grease, use any common dishwashing liquid-not detergent-or solution of mild soap and water. Wipe with a clean damp cloth and dry thoroughly. If a spill occurs, clean and dry immediately. Left unattended, a spill can soak through the wood surface and cause damage.
o Do not use soap pads, steel wool, or cleaners that contain bleach, ammonia, or abrasives. These agents may cause discoloration, marring, or dulling of the finish. Do not wax or polish cabinet surfaces. Wax build-up will leave a residue that is difficult to remove. The extensive use of wax or silicone polishes can result in a film build-up which will destroy the cabinet's finish and void the warranty.
o Excess moisture can damage the cabinet finish. Clean spills, water, or moisture from cabinets immediately. Give special attention to areas around the sink and dishwasher. Avoid draping damp or wet dishcloths over cabinet doors. Over time, this moisture can cause permanent damage to your cabinet finish. Water damage to cabinets is not covered under warranty.

4.5 Color Changes with Age. Even though the most chemically advanced screening products are used, exposing the cabinets to light, particularly sunlight, will cause the finish to yellow to some degree. Because this effect increases with time, Seller and Seller's cabinet manufactures cannot guarantee exact color matching for replacement parts ordered after the original job was installed.

PLEASE NOTE: SIZES OF CABINET UNITS AND CABINET OPTIONS VARY PER PLAN. Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

Buyer acknowledges and understands the above-information related to the natural wood cabinets.

DS

Buyer _____ Buyer _____

5. **Carpet**. Carpet is one of the most widely used floor coverings in residential homes. As with all floor coverings, there are characteristics of carpet that are important to know. While all of the carpets installed in Seller's homes have some level of stain protector **no carpet is stain proof**.

o Seams are not invisible. Seams will be more visible in a lighter colored carpet than in a darker colored carpet, but all seams are visible to a certain extent.
o All carpets show tracks. We offer some textured carpets that track "less," but none are "track proof."
o Colors and shades do vary from one dye lot to another. Installed carpet will be noticeably different in color when compared to the Design Studio sample.
o Many types of carpet will shed after installation for a short period of time. This "fuzz" is normal. Carpets should be vacuumed more often for the first 6 months until fuzzing disappears.
o Use an upright vacuum cleaner with a beater bar for routine cleaning (at least twice a week under normal use).
o The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
o The perception of color, texture, patterns; etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and shading more or less obvious. Buyer acknowledges and accepts these potential differences.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

Buyer acknowledges and understands the above-information related to the carpet.

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Buyer _____ Buyer _____

6. **Berber Carpet**. Berber style carpet requires different care and maintenance and has characteristics/benefits specific only to Berber carpet. Some of the characteristics are given below:

o Seams are more apparent with Berber carpet and will show color variation at seams. Because Berber carpet is constructed in "loops" it does not "bloom" and cover seams like traditional carpet. The tighter the construction of the loop, the more visible the seam. In very tight loop Berber, seams will be as evident as

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those in upholstered furniture or clothing. This is considered industry standard, and is to be expected.
o Stains are more noticeable due to loop construction.
o The backing of your carpet will show on stairs due to the row effect of your Berber. This is called "smiling."
o You will have a firmer feeling under foot. You will not experience a cushy, spongy feel.
o Berber is not recommended for homeowners with indoor pets. Berber does snag easily and can unravel. Sharp toys and high heels can also cause loop pulls.
o You must raise your vacuum beater bar so it does not come in contact with the carpet.
o The industry has established guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
o The "lines" in your Berber will not "line up" with the walls or other flooring surfaces in a perfectly perpendicular manner.
o The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading, more or less obvious. Buyer acknowledges and accepts these potential differences.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

Buyer acknowledges and understands the above-information related to the Berber carpet.

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Buyer Buyer

7. **Granite Countertop**. Due to the fact that granite is a product of nature, the characteristics of a particular sample will not be uniformly present in other samples of the same color. A sample serves only to indicate, in a general way, the color, markings, and texture usually found in a block of granite. Because of the inherent characteristics, no two pieces of granite, such as sections of a kitchen countertop, will be identical. The Countertops or areas of the countertops will not be replaced due to color and/or texture variation within or between the pieces of your installation.

o Because granite is natural and is quarried from the ground, it contains inherent weak spots, including but not limited to: (i) Hairline cracks (caused during the quarrying process); (ii) Fissures (natural clefts in the formation which are mistaken for cracks); (iii) Pits (small crystals that loosen and may fall out during polishing, leaving small voids in the surface); and (iv) Inclusions (areas of stone which do not look like the rest of the stone).
o Any movement of cabinets, walls or general settling of your Home could cause any of these to open and/or become more noticeable.
o The American Marble Institute deems it appropriate to repair any surface blemishes or cracks during the fabrication and installation process; it is Seller's practice to follow these guidelines.
o Because granite is quarried from the ground, it is impossible to do seamless or seemingly seamless installations of countertops. Granite countertop seams can be seen and felt. Granite slabs are not always perfectly flat causing some seams to be uneven from front to back. Countertop seams will be flush +/- 1/32" (the thickness of a credit card).
o Since granite is a quarried material, slab sizes are random. It is not possible to locate seams for a given plan in the same place from one house to the next. Seams will be placed where necessary based on kitchen layout and material constraints. This includes seams in the sink or cook top cutouts. The fabricator determines seam location for each installation. Seam location cannot be specified by the homebuyer, and cannot be changed after installation.
o Being very porous, granite may absorb many types of liquids and will be prone to staining. All granite countertops installed will need to be sealed and re-sealed by Buyer on a yearly basis to help protect against staining.
o The polished finish of granite is very durable; however, it can be scratched with other household items. The finish may be dulled with the application of various food acids such as citric acids, lactic (milk) acids, vegetable acids (like tomatoes), unapproved cleaning agents and general wear.
o Oil based materials, such as cooking oils, are natural stone's worst enemy. Care should be taken when using oil-based materials and spills should be cleaned up immediately.
o Support: 3cm granite will not have subdecking, and will rest directly on the cabinets or support walls. All overhang and cantilever areas will be braced with flat steel support strips underneath. Overhangs larger than 12" may require additional bracing and support as determined by the builder. Bracing will necessarily be visible.
o Undermount sink walls will be flush with countertop cut-out within a variance of ¼" on any or all sides.
o Group IV (Platinum Level) granites all contain extreme variation and cannot be controlled from slab to slab. When selecting one of these specialty granites know that the variation is random and countertops will not be changed or altered for any reason after installation.

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PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options.

Buyer acknowledges and understands the above-information related to the granite countertops.

DS

Buyer Buyer

8. **Ceramic Tile/Grout**. Ceramic or porcelain tile is an exceptionally durable floor and wall covering. It is a kiln-fired clay product, made with products courtesy of "Mother Nature". As with all fired products, there will be some variation in size and shade. This is an inherent quality of ceramic or porcelain tile and results in varying color and sizing from tile to tile. With modern technology, ceramic or porcelain tile can be made to mimic nature's variations. It seems the part of nature we enjoy the most is its beautiful, non-synthetic, imperfect perfection.

- o If different tiles sizes are used, it will cause "lipping" (one tile sticking out farther than the other) due to the different thickness of each material type. This should be considered when selecting a pinwheel pattern.
- o Lipping is also extremely prevalent when laying tile in a herringbone pattern in a large area especially in a room with large windows.
- o Tile will have dye lot variations, texture differences, or lack of uniformity in color. This is extremely apparent when combing two sizes of tile for example in a pinwheel pattern. Often tile sizes are made a different manufacturing plants and it is impossible to control or match the dye lots of the two sizes. This should be considered when selecting a pinwheel pattern.
- o Many factors determine tile layout and location of cut tiles, including but not limited to wall levelness, placement of finished edges, adjacencies, room/area size and shape, and pattern variables. Cut placement is at the discretion of the installer. Homeowners do not determine placement of tiles and cuts.
- o **SELLER DOES NOT** seal the grout to allow the material to fully cure.
- o **Grout is extremely porous, and it will stain**. Buyer may elect to seal your grout after closing, however a sealant will change the chemical compound of your grout, making the grout difficult to match in the event a future repair is needed. Keep in mind, a sealant will only temporarily protect your grout, and will need to be stripped and reapplied regularly per manufacturers' instructions.
- o The conglomerate nature of grout will cause grout colors to vary and also allows for expansion and contraction of grout joints. Some resulting grout cracks are normal.
- o The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
- o The perception of color, texture, patterns, etc., in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious.
- o Grout lines using multiple tile sizes will also vary in thickness due to size differences between tiles. This look is considered "industry standard" and is to be expected.
- o Grout colors are subject to variation.
- o Porcelain and ceramic tiles are resistant to germs and bacteria and it is also among the easiest of flooring materials to clean. You can clean your porcelain tile with a damp sponge mop. A solution of 1/4 cup of white vinegar to 2 gallons of water works best, allowing time for drying. You can also sweep or vacuum. Although the glaze of a tile is impervious, it is still possible for its surface to discolor from certain chemicals.
- o Do not clean porcelain tile flooring with ammonia or with cleaners that contain bleach and/or acid. Acid and ammonia-based cleaners may modify grout color and product stability.
- o Use a cleaner that is pH neutral. This ensures cleaning will not harm your grout or surrounding surfaces.
- o Do not use wax or oil-based cleaners.
- o Mandatory grout width with all tile is 3/16".
- o Use rugs at entrances to prevent dirt and grit from being tracked onto the tile flooring from outdoors. Tiles are scratch resistant but not scratch proof.
- o Do not use steel wool or other abrasive pads to remove tough debris or stains. Steel wool may scratch your tiles and loose steel particles may eventually create rust stains in the grout over time.
- o Sweep or vacuum loose dirt and dust from the floor prior to washing with water to prevent the tile from becoming muddy or leaving a residue after on textured surfaces sweep in multiple directions to ensure the removal of all foreign material that might be residing in the textured surface. For wall surfaces tile can be gently wiped down with a clean, dry cloth or rag.
- o Be careful with acidic foods, drinks and dyes as they may stain certain types of grout.
- o Prolonged use of bleach and ammonia-based products may cause the grout to become brittle over time and in wet applications may result in water damage due to cracking and deterioration.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options. Refer to manufacturer's recommendations for additional information on care and maintenance.

Buyer acknowledges and understands the above-information related to the ceramic tile/grout.

Buyer _____ Buyer _____

9. **Stone/Tile Medallions**. Daltile medallions made with natural stone products inherently lack uniformity and are subject to variation in aesthetics (color, shade, finish, texture, etc.) and performance (hardness strength, slip resistance, absorbency, etc).

o Irregularities in individual components of medallions are considered part of the material's beauty, and **to be expected**.
o Many types of natural stone may contain areas of broken, open or dry seams, pits, chips, fossils, and glass veins that **may or may not** be filled at the factory or during installation. This is to be expected.
o Variance in height of individual tile and/or marble components is to be expected.
o Finish, shine, texture, pattern, and shading may vary from one piece to another.
o Field tiles and grout lines will not line up with medallion center or borders.
o **Medallions or their components will not be changed out due to these irregularities or any resulting fillings made during fabrication or installation.**

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Medallions are placed in pre-determined locations per plan and will not be moved for any reason. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required and Buyer agrees to re-select from the available options.

Buyer acknowledges and understands the above-information related to the stone/tile medallions.

Buyer _____ Buyer _____

10. **Travertine**. Travertine is a calcium-based stone. Travertine is generated by the deposit of calcium carbonate resulting from water springs and streams running through the stone. Every time a drop in pressure or change of temperature occurs, the water releases carbon dioxide as gas, much like carbonated beverages. This gas causes holes to form in the travertine. These natural pores are still going to be present once the blocks are cut into tiles. The amount of holes depends by how compact each travertine type is and it varies greatly by the type of travertine. The pores present in the tiles can be filled with a paste made of cement and pigments and/or grout. **However, it is important to note that these void spaces are a distinctive character of travertine tiles and they are always going to be present.**

10.1 **Characteristics of Travertine**. Travertine has extreme variation in shape, color, porosity, finish and texture. When choosing this product you recognize that the material in your Home will vary significantly from the samples shown. This quarried product with its unique, natural veining and impurities offers perhaps the most unique look available. Many of its characteristics are listed below.

o Travertine is a product of nature. Minerals and fossilized impurities become part of the stone and add irregularities to its appearance. These are not defects in your travertine, they are inherent with natural stone.
o Travertine is a porous material and for that reason the finish cannot be guaranteed. The stone is sealed with Aqua Mix Sealers Choice Gold, but to maintain resistance to absorbency, it should be resealed annually.
o Veining will likely occur. This is a natural "weak" spot in the stone, and may crack.
o Finish, shine, texture, pattern, and shading may vary from one piece to another.
o Travertine is very porous and it will stain, scratch and etch.
o Part of the natural beauty of travertine is that it has been broken by tumbling. Tumbled stones will have irregular edges, holes, and veining.
o Travertine may have pits and fissures. Some of these may have a factory "fill" product applied, and some may remain open. Grout applied during installation may fill some or all open areas. Irregularity in this product and its application is to be expected, and is considered to add to the "old world" appearance of the stone.
o Please understand the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your Home.
o The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture may be more or less pronounced, and the shading more or less obvious. Buyer acknowledges and accepts these potential differences.
o Versailles pattern will appear differently based on angles and direction of the floor plan.
o Filled portions of pits and pores will chip out with everyday wear and tear, especially in high traffic areas. This is not a defect in the stone or with the installation. It is to be expected. Buyer acknowledges and understands that Seller is not liable for warranty claims due to this issue.

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10.2 Travertine Care and Maintenance. Proper care and maintenance of travertine is essential for durability, elegance and longevity. The following are cleaning guidelines to assist you with the care of your travertine floors. Travertine floors should be cleaned weekly in addition to regular dust mopping.

o Dirt and dust can scratch the surface of travertine therefore regularly sweep floors with a broom made of soft material, vacuum or mop with a clean dry micro-fiber cloth. Use only vacuum cleaners fitted with a glider. Metal and plastic attachments in addition to the wheels can scratch the surface.
o Travertine should be cleaned with neutral cleaners or mild soaps specifically designed for travertine and/or stone. These cleaners contain no acids or bleach and are concentrated neutral pH cleaners that will not affect existing sealers. A solution of the cleaner and water mixed to the manufacturers instructions should be applied to the travertine surface with a sponge or mop. After mopping the travertine surface clean any excess cleaner and/or liquid off with a clean damp micro-fiber cloth to remove any residue from the cleaner. Follow with a dry micro-fiber cloth. Make sure all excess moisture is cleaned up.
o Avoid all abrasive cleaners and/or cleaning pads.
o Clean any liquid spills as soon as possible to prevent damage to the travertine. Liquid spills allowed to stand will cause damage. Acidic substances such as bathroom cleaners, grout cleaners, coffee, wine and juices will damage travertine causing staining and a dulled finish.
o Protective padding on furniture legs and area rugs are recommended to prevent etching and scratching.

DO dust mop floors frequently	DON'T use vinegar or other acid cleaners
DO clean floors with a neutral pH cleaner or stone cleaner	DON'T use abrasive cleaners or cleaning pads
DO thoroughly rinse and dry floors after mopping	DON'T use bathroom cleaners, grout cleaners or tub/tile cleaners
DO blot up spills immediately	DON'T slide furniture or heavy items across floors
DO protect floors with non-slip mats or area rugs	DON'T use vacuum's that do not have a glider
DO squeegee or wipe shower walls to reduce residue buildup	DON'T use bleach

Travertine floors are an investment giving a beautifully unique look to any home. However due to the many unpredictable characteristics, in addition to daily care and maintenance much consideration should be given when selecting this product.

PLEASE NOTE: Manufacturers' guidelines will be adhered to in determining acceptable variance and tolerance levels of any material in Seller's homes. Materials and installations will not be altered or replaced unless dictated by the vendor or manufacturer. Travertine is a natural product with inherent shade and/or texture variations, natural seams and imperfections. Seller assumes no responsibility or liability for any labor or material claims made before or after closing due to any variations, inherent characteristics or improper care and maintenance of travertine.

Buyer acknowledges and understands the above-information related to the travertine.

DS

Buyer Buyer

11. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

12. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

13. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64091BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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RIDER B
(SAN ANTONIO DIVISION)

THIS RIDER B (this "**Rider B**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the thirty-first day of July, 2023, between David Oh ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

2. **Site and Substitutions**. If Buyer purchases any upgrades or options that include specific manufacturers, Seller will provide Buyer with notice of any change in manufacturer.

3. **Homeowner's Warranty**.

3.1 Warranties. Buyer understands and agrees that Seller is making only those express limited warranties set forth in Seller's warranty booklet (the "**Limited Warranty**") or any other applicable warranty. A copy of the Limited Warranty (or other applicable warranty booklet) is available to Buyer at the time this Addendum is signed; and a copy of the Limited Warranty shall be delivered to Buyer at Closing and a copy of which is available for examination at Seller's office and will, at Buyer's request, be attached as an exhibit to the Agreement. By initialing below, Buyer acknowledges that Buyer has had the opportunity to receive and review the Limited Warranty (or other applicable warranty) prior to execution of the Agreement and that Buyer agreed to be bound by the terms of the Limited Warranty (or other applicable warranty) including any and all binding arbitration provisions. **THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE THE EXCLUSIVE WARRANTIES AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THE AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL.**

Buyer's Initials  _____

3.2 Settlement of Warranty Disputes. Any disputes, claims or controversies relating to any items, problems, defects or difficulties covered by the Limited Warranty shall be resolved pursuant to the dispute settlement provisions contained in the Limited Warranty. The manual that Buyer will receive explains how to contact Seller if Buyer believes that a construction problem exists that may be covered by the warranties discussed in this section. If Buyer is not satisfied with Seller's response to a notice of a possible construction problem, Buyer may notify a Customer Care Supervisor if Buyer believes the possible construction problem is covered by the Limited Warranty. **SELLER LIMITS ITS OBLIGATIONS UNDER THE LIMITED WARRANTY TO REPAIR AND REPLACEMENT OR PAYMENT TO BUYER OF THE REASONABLE COST OF REPAIR OR REPLACEMENT.**

Buyer's Initials  _____

3.3 Manufacturer's Warranty Disclaimer. SELLER ASSIGNS AND PASSES THROUGH TO BUYER THE MANUFACTURERS' WARRANTIES FOR ALL APPLIANCES AND CONSUMER PRODUCTS INCLUDED IN THE HOME AND SELLER MAKES NO WARRANTIES WITH RESPECT THERETO. SELLER DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON ANY APPLIANCE AND CONSUMER PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF USE, FITNESS OF USE, WORKMANSHIP OR QUALITY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO THE APPLIANCES AND CONSUMER PRODUCTS OR FOR ANY DAMAGES OR INJURY CAUSED BY THE APPLIANCES AND CONSUMER PRODUCTS. THE TERM "**APPLIANCES AND CONSUMER PRODUCTS**" MEANS ALL APPLIANCES, WATER HEATERS, AIR CONDITIONERS, BURGLAR ALARMS, STOVES, REFRIGERATORS, DISHWASHERS AND OTHER ITEMS DEFINED AS CONSUMER PRODUCTS BY 15 U.S.C. § 2301 OR 16 C.F.R. § 702 WHICH ARE OR WILL BE INSTALLED IN THE HOME. SELLER'S DISCLAIMER OF MANUFACTURERS' WARRANTIES DOES NOT LIMIT OR OTHERWISE AFFECT THE WARRANTY OF ANY MANUFACTURER.

4. **Changes, Additions and/or Deletions**. Seller offers optional features in our homes. However, we do not allow custom changes or deletions to our plans. Seller has designed each of the homes with as much attention to detail as possible. However, it is not possible to design homes that will meet the exact needs of every customer without becoming a "custom" builder. Also, once the Home is started, we cannot allow any changes to color selections after

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the construction stage cutoff dates maintained by Seller for the Homesite referenced herein, as these items are normally pre-ordered at the start of construction. Please review the Agreement for additional provisions relating to this topic.

5. **Use of Other Suppliers and Subcontractors**. Due to the provisions of our liability and workers compensation insurance carriers, as well as our contractual agreements with our suppliers and subcontractors, we cannot allow the use of any other suppliers or subcontractors.

6. **Color Selections**. In order to allow sufficient time for our suppliers to order all of the materials to be used in Buyer's new Home, Seller requests that all color selections be finalized prior to the construction stage cutoff dates maintained by Seller for the Homesite referenced herein. All color selections must be done in writing. Verbal selections will not be accepted by Seller.

7. **Title Insurance**. Buyer is instructed and encouraged to obtain, at Buyer's cost, an abstract of title for the Property and to have an attorney review it before Closing. Buyer is also instructed and encouraged to obtain, at Buyer's cost, an owner's title policy from any title company of Buyer's choice. If Buyer desires, Buyer may use the title company customarily used by Seller, but it is ultimately Buyer's choice. Please review the Agreement and the Affiliated Business Arrangement Disclosure Statement for additional provisions related to this topic.

8. **Selections**. Seller will provide Buyer, when available, with a checklist of color and/or material choices for those items for which Buyer will have a choice, if any (in Seller's sole discretion). If Buyer fails to complete and return the color and/or material selections to Seller within a reasonable amount of time as determined by Seller, Buyer understands that all choices will be made by Seller and Buyer will have no reason to object to those choices. Colors of all items and materials not included in that checklist will be selected by Seller. Dimensions of Buyer's Home may differ from those reflected in brochures, advertisements, artist's renderings and marketing floor plans. Actual dimensions may vary upon completion of the Home.

IF HOME IS AN INVENTORY HOME, THEN ALL SELECTIONS FOR THE INVENTORY HOME HAVE BEEN COMPLETED. NO CHANGES IN ANY SELECTION MAY BE MADE TO THE HOME REGARDLESS OF STAGE OF COMPLETION AT PURCHASE.

9. **Square Footage**. Buyer acknowledges that the total square footage and individual dimensions on the plans and specifications are approximations and should not be construed to indicate certainty. Seller makes no guarantee or warranty regarding the precise or actual square footage of the Home. In this regard, elevations and floor plans are merely conceptual, and actual construction will be done according to the latest available blueprints and may vary, and in all events shall be subject to field adjustments as may be deemed appropriate by Seller. Garage sizes may vary from home to home and may not accommodate all vehicles. Should precise square footage measurements be necessary to Buyer, an architect of Buyer's choosing (and at Buyer's cost) should be consulted.

10. **No Communication with Trade Partners or Physical/Verbal Abuse**. All matters pertaining to the construction of the Home will be performed by Seller and Seller's contractors, subcontractors, and other vendors ("**Trade Partners**"). Buyer is prohibited from instructing or requesting work from the Trade Partners or otherwise hindering the construction of the Home. Buyer will not verbally or physically abuse Seller's Trade Partners, employees, agents, or any other associated personnel, including without limitation, sales, construction or office personnel. Buyer understands and agrees that, during the building process, Buyer's primary contact with Seller is the New Home Consultant.

11. **Loan Lock**. Buyer acknowledges and agrees that Seller is not and will not be responsible for storage and/or moving expenses or expired lock agreements with Buyer's mortgage company. Buyer further understands that all closing dates are approximate dates for completion of the Home.

11.1 Buyer understands that the election to lock an interest rate is strictly between Buyer and the mortgage lender. Due to variations in construction schedules, Seller prohibits the offering of any advice or recommendations regarding the decision to lock interest rates.

11.2 Buyer acknowledges and agrees that Seller is not responsible should Buyer's loan lock expire before closing of escrow. Buyer further acknowledges and agrees that failure to close escrow resulting from a change in mortgage rates may be considered a breach of contract per the terms of the Agreement.

12. **Cooperation with Closing Agent**. Buyer agrees to promptly provide closing agent all information and documentation that either closing agent or the title insurance company is required to obtain by law, including any requirements of the U.S. Department of the Treasury. Buyer's failure to cooperate with or provide information to the closing agent or otherwise comply with U.S. Department of the Treasury requirements shall be a default.

13. **Subsequent Payment of Initial Deposit**. If Buyer has not already paid the Initial Deposit at the time Seller accepts the Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of when this Agreement is accepted by Seller ("**Subsequent Payment**"). When a Subsequent Payment is required, any provisions in the Agreement which state that an Initial Deposit has already been provided to or received by Seller are revised to state that Buyer has chosen a method of payment that will require Buyer to make a Subsequent Payment.

14. **Debit/Credit Card Deposit**. If Buyer makes the Initial Deposit using a credit or debit card ("**Card Deposit**"), Buyer will, upon Seller's request, provide the last 4-digits of the card to Seller and the title company conducting the Closing. At least one person that is a Buyer must be the cardholder. If the card deposit is a credit card deposit, it is subject to Seller's acceptance. Buyer must provide evidence to Buyer's lender no later than (10) business days prior to Closing that the credit card deposit has been paid off out of Buyer's own funds. Such evidence shall include, but

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is not limited to, credit card and bank statements.

15. **Closing Funds From Buyer**. Notwithstanding Section 5 of the Agreement, any portion of the Total Purchase Price and Closing Costs that are not being financed by Buyer must be paid by Buyer to the title company no later than two days before the Closing Date. If Buyer fails, for any reason, to timely pay such amount, Seller shall have the option to declare Buyer in default and seek the remedies set forth in this Agreement, or to charge Buyer $100 per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an additional amount equal to Two Percent (2%) of the Total Purchase Price shall be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at the Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

16. **Further Actions**. Buyer and Seller will execute all instructions and documents required to correct any clerical errors or to effectuate the purchase and sale contemplated by this Agreement.

17. **Buyer Releases Seller from Damages Caused by Buyer Improvements and Alterations**. Before Buyer installs any post-closing improvements to or on the Homesite including, but not limited to, pools, spas, planters, sidewalks, decks, patios, patio covers, room additions, sprinklers, landscaping, and other alterations (collectively "**Buyer Improvements**"), Buyer agrees to retain all appropriate professional consultants including a licensed architect and a civil, soil or structural engineer ("**Buyer Improvement Experts**") and to design and construct the Buyer Improvements in accordance with such experts' advice and specifications as well as all local building codes and processes. The Homesite was designed and constructed to support the residence and any Homesite improvements delivered with the residence (collectively, "**Seller Delivered Improvements**"), with the expectation that Buyer will consult such Buyer Improvement Experts before designing or constructing any Buyer Improvements. Even if Buyer takes such steps, Buyer should expect that Buyer Improvements may be damaged or cause damages to the Homesite and Seller Delivered Improvements, and may cause issues such as subsidence, earth movement, foundation cracks and failure, slab/foundation tilt, deflection, erosion, improper drainage, lateral fill extension, slope creep, corrosion, spalling, efflorescence, and water intrusion which can cause major damages to the Buyer Improvements, Seller Delivered Improvements, and Homesite.

Buyer assumes all risks relating to Buyer Improvements and releases and waives all deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") against Seller and its affiliates, and the officers, directors, employees, contractors, consultants and agents of each of them ("**Released Parties**") arising from or in any way related to Buyer Improvements, including Claims for bodily injury, death, property damage, economic loss, and diminution in value including Claims that may not be anticipated at this time. To the extent such damages to the Seller Delivered Improvements or Homesite arise out of or relate to Buyer Improvements, any express warranties provided by Seller on the damaged components are void and released by Buyer unless such warranties are required by law and are not permitted to be modified or released.

18. **Counterparts**. This Rider B shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Rider B electronically to the other party.

19. **Conflicts**. In the event of any conflict between this Rider B and the Agreement, this Rider B shall control. In all other respects, the Agreement shall remain in full force and effect.

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20. **Entire Agreement**. The Agreement, together with this Rider B and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Rider B or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
9B0EA45B29C6467...

Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
640918DCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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Affiliated Business Arrangement Disclosure Statement

BUYER: **David Oh**

REFERRING PARTY/SELLER: **Lennar Homes of Texas Sales and Marketing, Ltd.**

PROPERTY: **6334 Marco Plains San Antonio TX 78222**

DATE: 7/31/2023

This is to give notice that Referring Party/Seller (Seller) has business relationships with the companies listed in the boxes below. Specifically, Seller is, directly or indirectly, wholly owned by Lennar Corporation. Lennar Corporation (i) owns, directly or indirectly, 100% of Lennar Mortgage, LLC and Lennar Title, Inc.; (ii) indirectly has a 20% ownership interest in North American Title Insurance Company; (iii) indirectly has at least an 80% ownership interest in Lennar Insurance Agency, LLC; and (iv) indirectly has a minority ownership interest of less than 5% in Opendoor Labs, Inc. In addition, if you choose to use Lennar Insurance Agency, LLC for insurance services for your new home, Lennar Insurance Agency, LLC may outsource certain services to be performed by Blend Insurance Agency, Inc. Lennar Corporation indirectly has a minority ownership interest of less than 1% in Blend Insurance Agency, Inc. Because of these relationships, this referral of services may provide Seller a financial or other benefit.

Set forth below are the types of settlement services offered by these affiliated companies and the estimated charge or range of charges generally required by these companies for such settlement services. You are NOT required to use any of the companies listed above as a condition to the purchase of the property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE YOU ARE RECEIVING THE BEST SERVICES AND RATE FOR SUCH SERVICES.

Provider and Settlement Services/Estimated Range of Charges

MORTGAGE

Lennar Mortgage, LLC arranges and makes mortgage loans and the following are estimated mortgage loan related charges or range of charges **(not all of the charges may apply)**:

Description of Settlement Service	Range of Charges
Origination Charges	
% of Loan Amount (Points)	0% - 4% (of the loan amount)
Loan Origination Fee	0% - 2% (of the loan amount)
Courier/Messenger Fee	$0 - $50
Shipping and Funding Fee	$0 - $500
Document Preparation Fee	$0 - $500
Processing Fee	$0 - $1,000
Signing Agent Fee	$0 - $500
Tax Service Fee	$0 - $25
Underwriting Fee	$0 - $1,000
Wire Transfer Fee	$0 - $50
Appraisal Fee Paid to Appraiser	$0 - $800
Final Inspection Fee Paid to Appraiser	$0 - $500
Flood Certification Fee Paid to Outside Company	$0 - $8
Survey Fee Paid to Outside Agency	$0 - $942
Attorney Fee Paid to Attorney.....	$0 - $500

NOTE: The actual fees charged may vary based on the size of your loan, loan program and interest rate you choose. There also will be other third-party charges. You will receive a Loan Estimate when you apply for your mortgage loan that will give you an estimate of all anticipated charges.

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Affiliated Business Arrangement Disclosure Statement

TITLE

Lennar Title, Inc. provides closing services and title insurance through numerous underwriters, one of which is **North American Title Insurance Company (NATIC)**. The following are estimated charges or range of charges for the settlement services listed:

Description of Settlement Service	Range of Charges
Owner's Policy:	$832 for the first $100,000 of purchase price and $5.27 for every $1,000 over the first $100,000
Owner's Policy over $1MM:	$5,575 for the first $1,000,000 of purchase price and $4.33 for every $1,000 over the first $1,000,000
Loan Policy with Owner Policy (per loan):	$100
Loan Policy without Owner Policy:	$832 for the first $100,000 of loan amount and $5.27 for every $1,000 over the first $100,000
Owner Policy Endorsements:	$0 - $500*
Loan Policy Endorsements (per loan):	$115 - $300*
Title Services Fee:	$375 - $1,000
Guaranty Association Recoupment Charge/ Guaranty Fee:	$2.00 to $5.00 per policy
Document Delivery Fee:	$30 to $50
E-Record Fee:	$3.00 to $5.00 per document
Attorney Document Preparation Fee:	$75 - $200
Notary Services:	$100 to $300
Tax certificate:	$20 to $30

*Fees will differentiate based upon the liability and coverages required or requested by the insured.

INSURANCE

Lennar Insurance Agency, LLC (Lennar Insurance Agency) is an insurance agent that provides, among other products, homeowner's/hazard and flood insurance. Lennar Insurance Agency has a contractual arrangement with **Blend Insurance Agency, Inc.**, a sub-producer, to provide certain services in connection with providing such insurance products. Set forth below are the estimated range of charges by Lennar Insurance Agency for the settlement services listed.

Description of Settlement Service	Range of Charges - Annual Premium
Homeowner's/Hazard Insurance	0.2% - 2.5% of purchase price amount
Flood Insurance	0.1% - 0.5% of purchase price amount

NOTE: The above premium ranges for homeowner's/hazard and flood insurance are from Lennar Insurance Agency. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by Lennar Insurance Agency is subject to Lennar Insurance Agency's application of their underwriting guidelines, including but not limited to verification of your credit score and previous loss history. Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.

Affiliated Business Arrangement Disclosure Statement

SALE OF EXISTING HOME

Opendoor Labs, Inc. d/b/a Opendoor offers programs to buy existing homes from homeowners.

Description of Settlement Service	Range of Charges*
Opendoor Service Charge (real estate transaction cost associated with purchase of home)	6% - 16% of home sales price

* The amount of the Opendoor Service Charge varies based on the individual property and current market conditions and does not include any upfront repair costs that may be required. There will also be other closing costs imposed by third parties related to the settlement of the sale. Contact Opendoor to obtain an offer that includes an estimate of all anticipated charges.

Acknowledgment

I/we have read this notice and understand that the Seller is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as a result of this referral.

DocuSigned by:
David Oh
9B0EA45B29C0487...

Buyer - David Oh
Date 7/31/2023

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

SELLER: Lennar Homes of Texas Sales and Marketing, Ltd.

DocuSigned by:
Jennifer Gobert
64091BDCFE0C49B...

Authorized Agent of Seller - Jennifer Gobert
Date 7/31/2023

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THEA MEADOWS
MASTER DISCLOSURE AND INFORMATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT
TEXAS

THIS MASTER DISCLOSURE AND INFORMATION ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the thirty-first day of July, 2023, between David Oh ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2, of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community**. This Addendum explains certain terms which are applicable to the purchase of homes within the Community. Builders other than Seller may build homes in the Community. Other builders may be added or deleted from the list of builders in the future. Seller, and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, homesite sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), number and size of homesites, street layout, amenity layout, and usage, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representations or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and, if the Seller is the developer of the Community, Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILD OUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILD OUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER TO CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE HOME.

3. **Effect on Community of Change in Control**. Buyer acknowledges that Seller may decide not to build additional homes or not pursue any further development in the Community. Buyer acknowledges that if Seller transfers control of its lots in the Community or any control of the further development of the Community, if applicable, that such transfer could have an adverse impact upon Buyer. By way of example only, if Seller transfers its interests, Buyer understands that completed or partially completed homes may remain vacant for a long period of time. Buyer further understands that the management and operation of the Community by the Association (as defined herein) could be disrupted during any transition period. Buyer acknowledges and understands that Seller cannot predict every impact that may be material to the Buyer and that it is imperative that Buyer make Buyer's own independent evaluation of the potential adverse impacts that may affect Buyer's decision to consummate the purchase of a home in the Community.

4. **Financing and Closing Costs Disclosures**.

4.1 If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.

4.2 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.

4.3 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH

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LOCKS ARE PAID FOR BY SELLER OR BUYER.

4.4 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

5. **Document Book**. Buyer acknowledges receipt of the "**Document Book**" for the Community as follows:

5.1 Buyer acknowledges receipt of, and agrees to be bound by the Declaration of Covenants, Conditions and Restrictions for Thea Meadows (the "**Declaration**"), the Articles of Incorporation, By-Laws and any Rules and Regulations of the Thea Meadows Community Association, Inc., all as amended and supplemented from time to time (collectively, the "**Community Documents**"). Buyer acknowledges and agrees that title to the Home will be subject to the Community Documents.

5.2 The Home will be subject to certain deed restrictions as reflected in the Special Warranty Deed executed by Seller and furnished to Buyer at Closing. The deed restrictions run with the Homesite and require, among other things, that Buyer give Seller (i) notice of Seller's defaults or any Claim (as defined therein) after Closing and (ii) an opportunity to inspect and cure defects in the Home. The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved informally.

5.3 Buyer acknowledges that the Document Book may contain additional provisions, that may not be specified herein, which restrict Buyer's use of the Homesite. Buyer further acknowledges the provisions of the Document Book and any such restrictions contained therein are fair and reasonable.

6. **Association Memberships**.

6.1 Upon conveyance and recording of the Deed to the Home, Buyer will become a member of the Thea Meadows Community Association, Inc., a Texas nonprofit corporation (the "**Association**"). **Buyer agrees to accept the liability and obligations of such membership. Buyer understands that as a member of the Association, Buyer will be required to pay Assessments (as defined in the Document Book) for the maintenance of the Common Areas (as defined in the Document Book) and for such other uses and purposes as are provided for in the Document Book. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association to record a lien on the Home and to foreclose such lien. Assessments are subject to change, which may include additional increases in the manner currently provided for in the Document Book.** Seller, the Association, and any other builder cannot estimate the amount or frequency of any such increase. Section 270.003, Property Code, entitles an owner to receive copies of any document that governs, the establishment, maintenance, or operation of a subdivision, including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the Association is a party, other than lawsuits relating to ad valorem taxes of an individual member of the Association. To the extent not already provided, these documents must be made available to you by the Association or its agents on your request.

6.2 Buyer acknowledges that nominees of Seller, the developer of the Community may serve as the initial officers and directors of the Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association. Seller may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association will be obligated to repay such advances as set forth in the Document Book.

7. **Community Charges**. In addition to the Closing Costs set forth in the Agreement, Buyer shall pay the following additional Closing Costs respecting the Community.

7.1 Association Assessments. Assessments payable to the Association ("**Association Assessments**"), prorated for the month in which the Closing occurs (based on the then current Association Assessments at the time of closing). Such Association Assessments are estimated to be **$200.00** per year at this time. Buyer understands that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association. The Association may make changes in the budget at any time to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Buyer any right to cancel the Agreement.

7.2 Association Origination Fee, Capitalization Fee, Amenity Fee, and/or Transfer Fee. Buyer acknowledges that among other Assessments provided for in the Document Book, the Association may establish an origination, capitalization, amenity, and/or transfer fee. Currently, the origination fee is **$.00**, the capitalization fee is **$250.00**, the amenity fee is **$750.00**, and the transfer fee is **$200.00**. The origination fee, capitalization fee, amenity fee and/or transfer fee may be used by Seller for any reason whatsoever including, without limitation, reimbursing Seller's costs in setting up the Association and its costs of deficit funding. Buyer acknowledges and agrees that origination fee, capitalization fee, amenity fee, and/or transfer fee is not to be considered as an advance payment of Assessments. For more information on the origination fee, capitalization fee, amenity fee, and/or transfer fee, please refer to the Document Book.

7.3 Additional Assessments. Buyer acknowledges that there may be additional Assessments with regard to this Community, including, but not necessarily limited to a resale certificate fee. For more information

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on those additional Assessments, please refer to the Document Book.

8. **Community Access/Gates**. The Community is not a gated community and the roads in the Community are public.

9. **Building and Use Restrictions**. Every homesite is subject to building and use restrictions as set forth in the Document Book. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites. Buyer should carefully review the Document Book.

10. **Building Codes and Ordinances**. Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Buyer should contact the city or town in which the Home is located prior to making changes to the Home or Homesite for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer, or any other homeowner, of the content or restrictions contained in any local codes or ordinances.

11. **Architectural Review**.

11.1 Buyer acknowledges that all new construction and modifications of existing construction and exteriors of improvements within the Community are subject to the prior written approval of the Architectural Control Committee of the Association (the "**ACC**"). Buyer agrees to comply with all rules and regulations of the ACC as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not limited to, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, the developer of the Community, leases and restoration of homesites. Buyer agrees not to commence any construction upon any portion of the Homesite until after the ACC has given its written approval. Buyer further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation, without the prior written approval of the ACC and until any applicable permits have been obtained. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Home or Homesite, Buyer should contact the applicable governmental authorities for further information concerning local codes and ordinances. Seller is not responsible for notifying homeowners of the content or restrictions contained in any local codes or ordinances.

11.2 Failure to submit plans and specifications to the ACC for approval is a violation of the provisions of the Document Book, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

12. **Pet Restrictions**. Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Document Book or any amendments thereto. Buyer also acknowledges that pets may also be restricted by applicable state or municipal laws and regulations, and agrees to abide by the same.

13. **Short-Term Rentals**. Buyer acknowledges that homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Document Book, or that there may be certain restrictions on rentals in the Community. For more information, Seller encourages Buyer to review the Document Book or contact the Association.

14. **Rentals**. From time to time, Seller will market and sell homes in the Community to investors or to buyers who may not occupy their homes as their primary residence. Consequently, homes in the Community may be leased to or occupied by persons other than their owners.

15. **Flood Zone**. According to the applicable Flood Insurance Rate Map ("**FIRM**") published by the Federal Emergency Management Agency ("**FEMA**"), some portions of the Community, including the Home, may be located in a flood zone for which Buyer's Lender may require flood insurance. Even if the Home is not currently in such a flood zone, Buyer understands that FEMA and/or the National Oceanic and Atmospheric Administration may reevaluate and change the current flood zone designations from time to time at its sole discretion. Seller makes no representations that the current flood zone designation will not change and Buyer understands that the current flood zone designation is subject to change at any time for reasons beyond Seller's control. In evaluating the flood zone designation for the Home, Buyer should not rely on oral representations as to the flood zone status of the Home and should visit www.fema.gov and/or the county or city flood map website where the Home is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing, or, in the event the area is reclassified, may require Buyer to obtain flood insurance at a date subsequent to Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to FEMA to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

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16. **Bodies of Water within the Community**.

16.1 Water Levels. THE WATER LEVELS OF LAKES, PONDS OR OTHER BODIES OF WATER WITHIN THE COMMUNITY, IF ANY, MAY VARY. THERE IS NO GUARANTEE BY SELLER OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

16.2 BUYER UNDERSTANDS THAT IF THE HOME ADJOINS A WATER IMPOUNDMENT, THAT THE WATER LEVEL OF THE IMPOUNDMENT FLUCTUATES FOR VARIOUS REASONS, INCLUDING AS A RESULT OF: (1) AN ENTITY LAWFULLY EXERCISING ITS RIGHT TO USE THE WATER STORED IN THE IMPOUNDMENT; OR (2) DROUGHT OR FLOOD CONDITIONS.

16.3 Detention Pond Disclosure. One or more detention ponds may exist within the Community. Buyer acknowledges and agrees that drainage detention pond ("**drainage easement**") maintenance is not the Seller's responsibility. Seller makes no assurance as to the finish out of this common area. The drainage easement can and will at times be dangerous after certain natural events. Children should be advised to stay away from this area.

16.4 Homesite Adjacent to Creek Bed. Some homesites may be bordered by a natural creek bed. This creek bed area may remain in a natural vegetative state and as such, certain factors are inherent therein. Some factors may include, but are not limited to, the following: mosquito populations; animal life, which may include that which typically lives around creeks such as snakes, frogs, turtles, waterfowl, raccoons, possum, fish, etc. that may wander onto the homesites; water levels may dramatically vary due to rainfall amounts; odors or smells which may result from dead animal life; seasonal factors and weather conditions; vegetation such as existing native trees and shrubbery may be subject to erosion of surrounding land area and, subsequently, may fall or die as a result; and, natural erosion from waterways and wind may affect surrounding soil and, as such, existing topography may be altered.

17. **Irrigation System**. Buyer acknowledges and agrees that Seller may provide an irrigation system serving the Homesite and that Seller makes no representations or warranties regarding the source of the water for the irrigation system. In addition, the Association may install and maintain irrigation systems in some of the Common Areas. After Closing, if Buyer desires to make any alterations, improvements, or repairs to the irrigation system on the Homesite that may affect the irrigation system, it may be necessary for the Buyer to obtain prior written approval from the Association. For more information on any restrictions on alterations, improvements or repairs with regard to the irrigation system or to the Homesite that may affect the irrigation system, if any, or with regard to the installation of irrigation systems in some of the Common Areas, please refer to the Document Book.

18. **Utilities and Drainage on the Homesite**.

18.1 Drainage and Utility Structures. Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals, cable television pedestals and supply boxes, and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever.

18.2 Drainage and Utility Easements. An easement is the right of someone other than the land owner to use a portion of the land for a limited purpose. There are public utility and drainage easements along the perimeter of every homesite in the Community. These easements are dedicated in and shown on the recorded subdivision plats for the Community. The easements on each homesite are also shown on the individual setback and easement survey for each homesite. Nothing may be done in any utility and drainage easement area to impede the drainage of surface water or to interfere with the installation, maintenance and repair of utility lines and structures. Play structures, landscaping, accessory structures (such as small sheds) or other improvements may not be installed in the drainage and utility easement areas, because they might change the drainage pattern and/or might have to be removed, at the homeowner's expense, in order to maintain underground utility lines. No trash, waste, soil, leaves, grass clippings, or other offensive materials may be placed or stored within these easement areas. Each homeowner is required to maintain that portion of his or her yard that lies within the drainage and utility easements. An exception to this maintenance requirement exists where the drainage and utility easement covers wetlands, wetland buffers and wetland mitigation areas. For more information on drainage and utility easements contact the local governmental authorities having jurisdiction over the Community.

18.3 Homesite Easement & Plot Plan Disclosure. Seller neither infers, nor guarantees the existence or lack of easements (utility, maintenance, city, etc.) on Homesite. A preliminary plot plan is available to Buyer by request on Seller's authorized request form known as "Request for Plot Plan." Changes can and sometimes do occur to the original preliminary plot plan, the recorded plat map and/or the final survey.

18.4 Community Drainage Disclosure. Due to the topography of the Community, water will at times flow through the Homesite from adjacent and surrounding homesites. This is necessary to achieve positive drainage away from all applicable homesites. Buyer acknowledges that no adverse action may be taken by Buyer to alter said drainage pattern. Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be subject to some runoff from adjacent and surrounding homesites.

18.5 Retaining Wall and Drainage. Retaining walls may exist within Buyer's Homesite property lines. Buyer acknowledges and agrees that, at times, water may drain over retaining walls from one homesite to another.

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18.6 Grading and Drainage. Buyer acknowledges that the drainage for the front, rear and side yards of each lot was designed by a professional engineer to divert water away from the foundation and concrete flat work. The drainage of the yard of the Homesite may result in a swale across the front and/or back yard of the Home. As a result and in these instances, Buyer acknowledges that the front and/or back yard will not be level and that Seller will not make any adjustments to the depth or severity of the swale. In addition, Buyer acknowledges and agrees that altering the drainage and/or over-watering will have negative effects on potentially expansive soils and will void the drainage and foundation warranty on the Home. If the drainage is altered in such a manner that water flows toward the foundation and/or concrete flat work, severe damage to one or both may result. Resulting damage may include, but not be limited to, the following: heaving in the slab, cracking of the slab, stucco cracks, cracking of driveways, front or rear yard stoops and walkways, and/or cosmetic damage or alterations of interior finishes in the home. Furthermore, over watering may also lead to same or similar results. SELLER MAKES NO WARRANTY OR REPRESENTATION REGARDING SHIFTING SOILS, UNSETTLED SOILS, UNUSUAL ROCKS, OR SUBSURFACE CONDITIONS.

18.7 Utility Box and Related Items Disclosure. At this stage in construction, Seller may not know which homesites will receive one or more of the following: utility poles, transformer boxes (both main and secondary), cable and phone boxes, storm drains, man holes, streetlights, gas taps, underground power, water/sewer and gas lines, overhead power lines, and/or irrigation maintenance sheds. The premium amount paid for the Home, if any, does not guarantee Buyer that he or she will not receive one or more of the above mentioned items on the Homesite. Seller will not reimburse any amount of a premium paid if any of the said items are installed on the Homesite. There is a strong possibility that the back and/or side yards of the Homesite will contain underground power, gas, water or sewer lines. If Buyer plans on building a pool on the Homesite, it is Buyer's responsibility to contact the source of the underground lines. Buyer is financially responsible for having any of the underground lines moved.

19. **Foundation Maintenance**. Buyer(s) understand and acknowledge that proper inspection and maintenance of the foundation (e.g. maintaining consistent moisture levels in the yard near the foundation on a year-round basis, maintaining original drainage patterns, limiting trees and shrubbery near the foundation, maintaining proper ventilation of any crawl spaces, etc.) is critical to the structural performance of the Home's foundation. Buyer(s) also understand and acknowledge that while certain municipalities provide restrictions on the amount of water that may be used to maintain a yard, these restrictions may not apply to the use of certain equipment (e.g., soaker hoses) to properly maintain the consistency of moisture levels in the soils surrounding the Home's foundation. Failure to properly maintain consistent moisture levels, changing drainage patterns established at the time the Home is purchased, allowing excessive trees and shrubbery to grow near the foundation, or allowing excessive moisture to collect near or under the Home may result in severe damage to or failure of the Home's foundation. Buyer understands that Seller is not responsible for any damage to the foundation of the Home due to the failure of Buyer(s) to properly maintain the foundation or the soil conditions under and around the foundation, and Buyer(s) shall be responsible for any damages that may result to the Home, including but not limited to potential foundation movement, caused by Buyer(s) failure to properly maintain the foundation and the soils conditions under and around the foundation.

Buyers Initials: DS _____ _____

20. **Utilities in the Community**.

20.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the ACC and all other applicable government agencies.

20.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally only utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another, and these situations are shown on the final plat. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Home will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well-watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

20.3 Water Tower. Water tower(s) may be constructed within the Community and/or on adjacent property to serve the water storage and pressure requirements of the water provider.

20.4 Water Supply. The City of San Antonio provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. In addition, this area is periodically subjected to extended periods of drought that may cause depletion of water supplies. Municipalities and other providers of water services in the area of the Community may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control,

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influence, responsibility or liability for or over decisions concerning water rationing or the rates charged for water service.

20.5 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors, and can also result in severe property damage to homes, property and utility equipment.

20.6 Easement for (and Location of) High Voltage Lines. Portions of the Community may be located within close proximity of an easement owned by a utility company. This easement may give the utility company the right to install and operate high voltage electrical transmission lines, transformers, and related equipment. Such lines and/or equipment give off electric and magnetic fields ("**EMF**") and may also give off audible sounds as by-products of the use of electricity. For further information regarding the possible effects of EMF, consult the National Institute of Environmental Health Sciences.

20.7 Cable TV/Satellite/High Speed Internet. Seller is not responsible for the timing or selection of cable TV, satellite or high-speed internet availability throughout the Community.

20.8 Marketing Agreements. Seller may enter into marketing agreement(s) with third-party companies (e.g., a telecommunications provider, an energy provider, etc.) to allow them to place information about the company's services in the model home/sales office. In addition, Seller provides addresses of homes to these third-party companies. Seller receives monetary and non-monetary compensation from the third-party companies as a result of these joint marketing efforts. Seller makes no representations or warranties whatsoever as to the ability of the third-party company, and its affiliates or partners, for availability or quality of service.

21. **Hurricanes/Tropical Storms**. Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a hurricane. Seller cannot guarantee the Home, its structure or features will not be impacted by hurricane and/or tropical storm conditions. Buyer should review its applicable homeowner's and/or flood insurance policy(s) and consult an insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding hurricane and tropical storm events.

Buyer understands and agrees to accept the risks and conditions of hurricanes and tropical storms and to assume all liabilities associated with them. By executing and delivering the Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

22. **Facilities and Conditions Affecting Homesites**.

22.1 The information set forth in this Section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Homesite). Because Seller does not have control over development outside of the Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Home, please contact the local governmental authorities having jurisdiction over the Community.

22.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, PARK SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

22.3 Landfill. Approximately 0.55 miles from the southeast edge of the Community, Templar Resources LLC operates a sanitary landfill ("**Landfill**"). Due to the Community's close proximity to the Landfill, the Community may be affected by the natural consequence of having the Landfill being located and operated

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nearby. Landfills can and will emit an unpleasant odor, natural gas and/or other chemicals and result in truck traffic entering and exiting the Landfill during daytime and nighttime hours. Seller cannot guarantee that odors or gaseous or chemical emissions will not be noted in the future and is not responsible for odors or other nuisances which might result from the operations of this Landfill and truck traffic entering and exiting the Landfill during daytime and nighttime hours. Further, the Landfill's operations may, in the future, be modified or the Landfill may be reconfigured and/or expanded. Because Seller does not control the Landfill, Seller cannot assure Buyer that the Landfill's operations will not be modified or the Landfill will not be modified in the future or that any expansion of the Landfill will not occur pursuant to requisite governmental approvals. Roads near the Landfill and Community may be used by trucks for the hauling of trash and other materials to the Landfill. These trucks may cause on unpleasant odor and noise and may inconvenience traffic along such public roads.

22.4 School Inside or Adjacent to Community. There is a middle school, an intermediate school, and a charter school located near the Community. The presence of schools can cause increased noise, outdoor lighting, traffic and other conditions caused by daily operations of the facility while in session or use.

22.5 School/Parking/Lighting. Buyer understands that three school sites exist near the Community. Buyer acknowledges that Seller makes no commitments or assurances, stated or implied, to the number of planned schools or the scheduled completion time of any schools located within the Community. Buyer acknowledges that Seller has no affiliation with the schools in terms of events held and/or scheduling of said events. It is understood that the streets in the Community are a public right of way and that overflow parking from the school and certain events may occur. Buyer further acknowledges and agrees that the athletic fields and parking lots could contain stadium lighting. Any questions or concerns regarding the amount of use, time of the year, restrictions and/or limitations regarding the use of the lighting need to be directed to the appropriate school district. Buyer further agrees that the schools and athletic fields will have scheduled and non-scheduled events. Any problems associated with noise, traffic, parking or pollution should be directed to the respective school district.

22.6 Bike/Walking Path. The plans for the Community may contain limited areas for a public bike and/or walking path within the Community.

22.7 Perimeter Screening Wall Disclosure. Certain homesites may contain a perimeter screening wall. While Seller makes no representations regarding whether and to what extent such screening walls will be constructed, any such walls, if constructed, will replace any wood fencing described in any marketing materials dispersed by Seller.

22.8 Wrought Iron Fence Disclosure. Certain homesites may contain a wrought iron fence. While Seller makes no representations regarding whether or to what extent such wrought iron fences will be constructed, any such fences, if constructed, will make up part of the rear yard or side yard fencing on homes adjacent or backing to the flood plain or open space.

22.9 Road Improvements. The Texas Department of Transportation currently has plans for improvements to Highway 281 and Interstate 410. Seller has no control over the timing of completion of the work. The construction area may affect the entrance(s) of the Community from time to time, and some lane closures will be necessary. Seller regrets any inconveniences and disruptions during this process, including without limitation, increased noise, dust and alternate traffic patterns, but believes the Community will enjoy the improved roadway once the work is complete. During the period when these improvements, if any, are under construction there will be traffic hazards, interferences and inconveniences along these sections of Highway 281 and Interstate 410 resulting from such construction.

22.10 Major Public Roads. The Community is located near portions US Highway 281, Texas State Highway Loop 13/SE Military Drive, and Interstate 410. These roads may experience heavy traffic during certain times of the day.

22.11 Airport. Approximately 2.49 miles from the southwestern edge of the Community is the Stinson Municipal Airport. Some flights landing at or taking off from the airport currently pass over the Community. Jets, helicopters or other aircraft may be seen or heard overhead from the Homesite or even from within the Home. The City of San Antonio may, in the future, expand the airport and its operations.

22.12 Water Wells. Buyer understands that the Community contains one or more water wells (collectively, the "**Water Wells**"). Buyer acknowledges that Seller has no control over any past, current, or future uses of the Water Wells and makes no representation regarding the Water Wells, including what purposes the Water Wells serve or served and whether the Water Wells are abandoned, plugged, or capped. Buyer understands that there is a risk that unused Water Wells, if applicable, can or may have contained contaminants, which may impact other wells or groundwater. For additional information concerning the Water Wells, including any potential impact to the Community or the Home, Buyer is encouraged to contact the Texas Water Development Board and/or local governing authorities.

22.13 Agricultural Disclosure. Buyer acknowledges that properties adjacent to Community are neither owned nor controlled by Seller. Some of the area around the Community may be rural in nature and there may be certain agricultural operations that Buyer may, depending upon Buyer's sensitivity, find to be an inconvenience or a nuisance. Such uses may also include hunting, fishing, and target shooting. Such agricultural uses sometimes involve the use of manure, chemical fertilizers, herbicides, insecticides, and rodenticides, which at times may be offensive, especially to sensitive people. Buyer is advised to take the time to drive around the area to ensure that Buyer is satisfied with all agricultural and other uses. Seller is not responsible for odors, noise or other nuisances that may originate from these adjacent properties.

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22.14 Wild Animals. As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

22.15 Unzoned Area With Livestock. The Home and/or Community may adjoin property that is not zoned and, as such, the property is not subject to and not limited by, city codes prohibiting livestock including, but not limited to, chickens, horses, cattle, etc.

22.16 Communications Tower. A communications tower may exist near or adjacent to the Community. Buyer acknowledges that Seller does not own the communications tower and that it may cause inconsistencies or disruptions with Buyer's use of electronic equipment and/or device.

22.17 Electrical Substation. An electrical substation is located south of the Community, within 0.2 miles of the Community. If this is a concern to Buyer, Buyer should contact the appropriate utility company.

22.18 School Assignments. Buyer acknowledges and agrees that school age children may not be assigned to the public school closest to their residences. Buyer acknowledges and agrees that Buyer has not relied on any verbal or other representations from Seller or its representatives with respect to public school assignments. Buyer is responsible for Buyer's own investigation of public school assignments and other matters controlled by the relevant independent school district(s). Buyer should contact the relevant independent school district(s) directly for the most current public school assignments.

22.19 Mineral Exploration and Production Disclosure. The Community may be located within or near an area that is actively being explored for natural gas and/or oil or may be explored for natural gas and/or oil in the future ("**Mineral Exploration**"). Buyer acknowledges and agrees that (i) gas and/or oil wells may exist within the Community, including the designated greenbelt area of the Community, if any; (ii) drilling can and may occur within said area and that noise, dust, heavy machine operation, fumes and the like may occur; and (iii) after drilling occurs, gas and/or oil collection and/or extraction machinery may exist on a temporary or permanent basis.

Buyer further acknowledges that the land within or near the Community, including Buyer's Home, may have been used for oil and gas production ("**Production**") within the past 100 years. Accordingly, many site wells may have been located on or near the land upon which the Community is located. Buyer does hereby release Seller with regard to any and all claims, demands, or damages in any way related to, or arising out of, any past, present, or future Mineral Exploration or Production in or around the Community.

Buyers Initials: DS DS _____ _____

22.20 Recreational Facilities. Seller and/or developer may construct, at its sole cost and expense, certain recreation facilities which may include, without limitation, a park and playground (subject to Seller and/or developer's paramount right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and change such recreation facilities), together with such equipment and personalty as Seller and/or developer determines in its sole and absolute discretion to include.

22.21 Property West of the Community. The property west of the Community is currently composed of Salado Creek, either vacant or occupied single family land, and US Highway 281.

22.22 Property North of the Community. The property north of the Community is currently composed of either vacant or occupied single family land and commercial uses.

22.23 Property East of the Community. The property east of the Community is currently composed of commercial and agricultural uses, Texas State Highway Loop 13, Legacy Middle School, Salado Intermediate School, and Interstate 410.

22.24 Property South of the Community. The property south of the Community is currently composed of either vacant or occupied single family land, Texas State Highway Loop 13/SE Military Drive, and a golf course.

22.25 Streetlights. Numerous streetlights will be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with governmental requirements, and could in some instances generate light in or obstruct views from homes in the Community. Information about streetlight size, light output, design and location of streetlights within the Community can be obtained from the New Home Consultant.

Buyer acknowledges that: (i) Seller is not responsible for the installation and activation of the streetlights within the Community and specifically disclaims any responsibility therefor; (ii) Seller does not control the streetlights (existing, planned or future), and (iii) any representations or warranties which relate to street lighting contained within or associated with the Community shall not be construed as representations or warranties made by Seller. Buyer agrees that it will not rely upon such representations or warranties in determining whether to purchase the Home located within the Community. Seller has no control or influence over the installation and activation of the street lighting. Seller, on behalf of itself, its agents, servants, employees, members, managers, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, specifically disclaims any and all warranties concerning

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the installation and activation of street lighting within or with regard to the Community not performed, installed, activated by or under the direction of Seller. Buyer agrees to look solely to the responsible third party with respect to any matters regarding the installation and activation of street lighting within the Community.

22.26 Disclaimer Regarding Security Services. Neither the Declarant (as defined in the Declaration) nor the Seller are responsible for providing security or security services for the Community. All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property. Neither the Declarant nor the Seller shall be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. Neither Declarant nor Seller make any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems, recommended or installed or any security measures undertaken within the Community. For more information, Buyer should refer to the Document Book, or contact the Association.

22.27 Open Area Disclosure. Certain open spaces in the Community may have been dedicated to the Association. The Association may provide landscape maintenance to these areas as called for in the Document Book. Maintenance will consist of regular mowing, irrigation and weed control. Seller makes no commitments or assurances, stated or implied, as to the aesthetic finish-out of the open area landscape. For more information, please refer to the Document Book.

22.28 Future Commercial/Retail Uses. The Community may be located adjacent to properties which will be developed with major commercial and retail uses in the future. The development of such uses adjacent to the Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

22.29 Development of Adjacent Property. Seller's current development plans for the Community where the Home and Homesite are located may change and no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community. Buyer acknowledges that sales and marketing information may show amenities which may be constructed at the time of purchase, and which may not be included in the final community. Buyer also acknowledges that the responsibility for constructing certain amenities may rest with parties other than Seller, and Seller has no obligation to Buyer to ensure the construction of any such amenities. The terms of this subsection shall survive Closing.

23. **Risk of Unauthorized Cyber Access**. Certain devices, machines, appliances, equipment or systems ("**Devices**") which are installed in the Home may include technology that allows such Devices to be accessed through the internet or other wireless technology. These Devices may include, without limitation, virtual assistant and voice activated devices, doorbell monitoring devices, water monitoring systems, remote door access systems (including garage doors), and environmental control systems. These Devices may allow a third party to gain unauthorized access to the Devices and control or access them without the Buyer's knowledge or permission. Additionally, such Devices may be used to propagate malware or gain access to other Devices, the Home, networks, computers and Buyer's data contained thereon. Depending on the technology included, the Devices may also carry a risk that verbal communications may be heard by unauthorized third parties or be inadvertently sent to third parties through a voice-activated Device. Buyer is solely responsible for determining the level of security and protection suitable for all Devices connected to any network in the Home, for configuring all relevant equipment to provide appropriate security, and for taking any other security measures Buyer deems necessary or appropriate in connection with such Devices, even if such Devices are installed by Seller or at Seller's direction. Seller makes no representation, and shall have no liability, for any data breaches, malware attacks, network intrusions, physical intrusions, privacy intrusions, cyber-attacks, theft, or other risks related to the Devices, even if such Devices are installed by Seller or at Seller's direction.

24. **Regulatory and Governmental Approvals**. The Community plans have or will be approved by the local governing authorities, as necessary. Future development of the Community may be subject to additional approvals. For more information on the approvals required and pending in the Community, Buyer should contact the local governmental authorities having jurisdiction over the Community.

25. **Public Financing of Capital Improvements**. The local governing bodies may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

26. **Notice Regarding Potential Annexation**. The Homesite may be located outside the limits of a municipality. Therefore, the Homesite 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 Homesite is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Community for further information.

27. **Public Improvement District Disclosure**. The Buyer of this parcel of real property may be obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in a lien on and the foreclosure of Buyer's property.

28. **Prices/Market Values**. Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes it builds in the Community. Seller and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Home, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Home or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Home, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Home. The Home is being sold for residential purposes and not as an investment.

29. **Variations to Construction**. Construction of a home is a unique and challenging endeavor with several thousand components that include both natural and man-made products. Some variations will need to be made during the construction process. Moreover, some fine-tuning will be required after Buyer moves into the Home. New homes will always have a certain amount of shrinkage and cracking during their early lives as materials dry out, soils settle, and the Home "settles in." Seller will address those issues under the terms of the Limited Warranty provided to Buyer.

30. **Real Estate Tax Disclosure**. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the Home that could result in higher property taxes. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions with Buyer's personal tax advisor and the local taxing authorities.

31. **Environmental Disclaimer**. Various environmental related conditions may exist within or near the Home, including, without limitation, radon gas, odors, formaldehyde, mold, pollution from air, water and soil, and/or electro-magnetic fields that are produced from electric lines that are at or near the Home. The Texas Department of Health and the United States Environmental Protection Agency have expressed concern that prolonged exposure to high levels of radon gas and/or formaldehyde may result in adverse effects on human health. The Seller makes no warranties or representations regarding any such environmental related condition(s) within or near the Home. Prior to closing, Buyer shall have the opportunity, at Buyer's cost, to conduct such inspections and tests as reasonably necessary for Buyer to determine whether the environmental matters and risks related thereto, if any, are acceptable to Buyer. Buyer shall obtain Seller's written approval prior to conducting any inspections or tests and Buyer hereby releases Seller from any and all liability and claims with respect to the presence of environmental pollutants.

32. **Indoor Environmental Quality Disclosure**. There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer's family members or any other individuals who will occupy or use the Home have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home. The following list is not meant to be all-inclusive.

o Fix leaking plumbing and any other source of unwanted water immediately.

o Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.

o Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home, including doors to closets.

o Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.

o Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.

o Keep water away from the foundation of the Home by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home.

o If there is a sump pump in the Home, inspect it regularly to ensure that it is properly operating.

o If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home.

o It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.

o Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.

o Dry all water damaged areas and items immediately to prevent mold growth.

o If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.

o Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.

o Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (i) Buyer's negligence, (ii) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (iii) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (i) Buyer's negligence, (ii) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (iii) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction.

33. **Installation of Swimming Pool and/or Decking**. Buyer understands and acknowledges that should Buyer choose to install a swimming pool, decking and/or landscaping at the Home, that this installation could have an adverse impact with regard to the Home's foundation and could void the Limited Warranty on Buyer's Home. Specifically, Seller has constructed the Home in accordance with recommendations of a geotechnical engineer that requires positive drainage away from the Home. The installation of a swimming pool, decking and/or landscaping without providing for positive drainage away from the foundation of the Home could result in serious impacts on the Home's foundation. This could result in a voiding of the Limited Warranty on the Home. For additional information, Buyer should refer to the Limited Warranty. Further, should Buyer choose to install a swimming pool, decking and/or landscaping at the Home, Buyer acknowledges that it may be necessary to relocate certain electrical lines that run underground and Buyer agrees to be solely responsible for any and all costs associated with the electrical lines (whether relocation or otherwise). Buyer further hereby acknowledges that:

33.1 Buyer is responsible for maintaining proper grading and drainage of the Home.

33.2 Buyer is responsible for ensuring that any installation of a swimming pool, decking and/or landscaping does not adversely impact and shall properly maintain the grading and drainage of the Home.

33.3 The installation of a swimming pool, decking and/or landscaping could result in serious impacts on the Home's foundation and could void the Limited Warranty on the Home.

33.4 Buyer is solely responsible for any and all costs associated with the potential impact of the installation of a swimming pool, decking and/or landscaping on the electrical lines at the Home (whether relocation or otherwise).

34. **Third Party Developer**. Seller is not the developer/declarant of the Community. The developer of the Community is Mosaic, LLC ("**Developer**"). Buyer acknowledges that (i) Seller is neither related to nor a partner with Developer, (ii) Seller has not designed or performed the site development work within the Community (such as filling, grading, roads, paving, dredging, excavating, drainage, water, sewer, telecommunications, street lighting and

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utilities) and specifically disclaims any responsibility therefor, (iii) Seller does not control the amenities (existing, planned or future), landscaping, or other improvements that Developer, in its sole and absolute discretion, may provide within the Community, (iv) Seller has neither prepared nor participated in the preparation of the Community budgets or any other financial information with regard to the Community, and (v) any representations or warranties which relate to site development work, amenities, landscaping or other improvements, budgets or any other financial information, or other matters contained within or associated with the Community shall not be construed as representations or warranties made by Seller. Buyer agrees that it will not rely upon such representations or warranties in determining whether to purchase the Home located within the Community. Seller has no control or influence over the site development work, construction timing, completion, changes in design, changes in location, or other major decisions regarding the Community, including the decision to build or not to build future amenities. Seller, on behalf of itself, its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, specifically disclaims any and all warranties for any site development work, amenities, landscaping or other improvements, budgets or any other financial information, and other matters within or with regard to the Community not performed, constructed, prepared by or under the direction of Seller. Buyer agrees to look solely to the Developer with respect to any matters regarding the Community or Association including, without limitation, site development work, existing Community amenities, any proposed amenities, any amenities which may be constructed in the future, landscaping or other improvements or changes to the Community.

35. **Construction and Sales Activities**. BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

35.1 Views. Future development and construction activities within, adjacent to, or near the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the Community, and may be added near or adjacent to the Community. Because future development and construction activities within, adjacent to, or near the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Home.

36. **Landscaping**.

36.1 Trees and Foliage. The Community may contain numerous native trees of various sizes and varieties. While Seller has taken great care during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or Buyer's Homesite, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Homesite being purchased or any other homesite or common area in the Community will not be removed. Buyer acknowledges that the condition of any trees on the Home will have no effect on any premiums that may have been charged due to size or location of the Home. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage. Buyer understands that trees located in the undeveloped areas of the Community and those situated on adjacent properties may be cleared as development progresses into future phases. The Document Book may contain restrictions regarding the removal of any tree over a certain size. In addition, the local governmental authorities having jurisdiction over the Community may have adopted certain tree ordinances regulating the removal of any tree over a certain size. Buyer should contact the Association or the local governmental authorities having jurisdiction over the Community to ensure that its regulations are adhered to.

36.2 Sodded Parkway. Buyer acknowledges and agrees that the sodded parkway, if any, may not contain irrigation. Buyer further acknowledges and agrees that this area may require additional watering and that this is Buyer's responsibility.

36.3 Maintenance of Greenbelt. Buyer acknowledges and agrees that the Community may contain a greenbelt and/or pond areas that are owned and controlled by the Association and/or developer. Maintenance of these areas is currently handled by the Association and/or developer.

36.4 Landscaping Disclosure and Warranty. All grading, fill, removal of existing trees and shrubs and control of water flow will be performed and completed at Seller's sole discretion. Seller's landscape package shall be limited to the features reflected in Seller's Feature Sheet, and shall be subject to the following:

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36.4.1 Rough grading of the yard will conform to natural contours, the grading plan for the Community, and will direct flow of water away from the Home's foundation.

36.4.2 Final grade of Homesite will remove large surface rocks only.

36.4.3 Seller does not warrant any of the landscaping or any of the natural or existing trees and shrubs. Seller will not be responsible for water damage resulting from natural erosion or erosion caused by changes in grade by Buyer or any owner of the Home. Due to the fact that Seller cannot control the care of landscaping and ground cover installed at the Home, Seller offers no warranty on such items. It will be important that Buyer carefully inspect all shrubs, trees and ground cover at the time of Buyer's New Home Orientation in order to insure satisfaction. Once Buyer has closed on the Home, it will be Buyer's responsibility to care for and to protect all such items from disease, acts of nature and other such damage.

37. **Disclosures Affecting the Home**.

37.1 Washing Machine/Drain Pan. If the utility room in the Home is located on the second floor, it may be difficult to maneuver the washer and dryer into the utility room. Buyer understands that the washing machine must be lifted approximately three (3) inches off the floor and placed into the washing machine drain pan. The washing machine drain pan can be damaged if the appliance is not installed correctly. It is Buyer's responsibility to ensure proper installation of the washer and dryer.

37.2 Engineered Flooring. Buyer understands that the subfloor supporting the second story, if any, was designed using standard live and dead loads. These designs are not intended to support high point-load items such as waterbeds or pool tables. The placement of waterbeds, pool tables, or any other high point-load furniture on the second story will void the warranty on the floor system including, but not limited to, floor pops or squeaks, sheetrock cracks, humps or dips, and unlevelness.

37.3 Attic Disclosure. Buyer acknowledges that the attic system contains designated areas for attic storage. Placing items in the attic for storage in non-designated areas is strongly discouraged and not recommended and can result in damage to the Home for which Seller is not liable.

37.4 General Cabinet Disclaimer. Buyer acknowledges that the cabinets may have characteristics that can affect the coloring and shading of the finished cabinets. These variances include, but are not limited to, staining color and shading variances. Buyer acknowledges that Seller will not be responsible for any variances in the color, shading, etc. of these cabinets and no alterations or changes will be made to the cabinets regarding these cosmetic issues. Buyer further acknowledges that Seller will only address workmanship issues with regards to the kitchen cabinets.

37.5 Wallpaper Disclosure. Except as is expressly reflected in the Feature Sheets for the Community in which the Home is located, the Home will not be furnished with interior wallpaper. Furthermore, since the walls will not be finished with interior wallpaper, Buyer acknowledges that such walls will be textured and painted in lieu of any wallpaper consideration.

37.6 Insect Disclosure. The Home is being constructed with pressure treated base plates and a plastic moisture barrier. The primary function of these materials is to resist moisture decay. In addition, these applications can lessen the ability of wood-destroying insects to damage the Home.

37.7 Garages. Garage sizes and heights may vary from home to home and may not accommodate all vehicles. It is not uncommon for floor plans to change during actual construction of the Home. Specific homesite conditions or local ordinances may determine the (i) location of safety bollards intended to protect plumbing or mechanical systems located inside the garage and/or (ii) design of steps from the garage to the Home thereby affecting the usability of interior garage space available for parking vehicles. Further, Buyer acknowledges and agrees that stated floor plan dimensions and square footages are approximate and should never be relied upon as the actual as-built size of the garage; modifications to floor plan dimensions and square footages shown in sales materials may occur for many circumstances, without notice to or consent of Buyer, including but not limited to, inclusions of options and upgrades, actual field conditions and governmental agency requirements.

Buyer should further be aware that the garage orientation is predetermined by Seller. This decision is based on engineering, easements, and utility considerations, as well as maximizing the Homesite and the appearance of street scene in the Community.

37.8 Gang/Cluster Mailboxes. Buyer hereby acknowledges that the mailboxes serving the homes in Community may be installed as "gang/cluster mailboxes" in the Community common areas and in such event individual mailboxes will not be installed separately on Buyer's Homesite or on any other individual homesites in the Community. Neither Seller nor the Association will be responsible for any issues whatsoever, including any inconvenience to Buyer which might result from the location, installation, maintenance and use of gang/cluster mailboxes, or the delivery and pick up of mail to and from such gang/cluster mailboxes in the Community, as may be required by the United States Postal Service.

38. **Burning of Candles**. Burning of candles inside the Home can cause severe damage to carpet, walls, clothing, furniture and everything else in the Home. The damage resulting from candle burning may be affected by the number and/or type of candle(s) burned. Buyer understands that Seller will not warrant or remedy the effects of candle burning and will not be responsible for any damage done to the Home, or the contents thereof, due to candle

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burning. This unwarranted damage includes, but is not limited to, soot build-up, discoloration, "shadowing" and streaking. Seller explicitly states that candles should not be burned inside of the Home.

39. **Access Prior to Closing**. Buyer acknowledges and agrees that Buyer may not: (i) store an item on or in the Homesite prior to closing; (ii) install any item on or in the Home or Homesite prior to closing such as speaker wire, flatwork, interior or exterior paint, landscaping, etc.; or (iii) park in the driveway of the Home or any home under construction.

40. **Statements Made by Sales Staff and Brokers**. Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

41. **Addendum not a Substitute**. Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

42. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

43. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

44. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64991BDCFE0C498...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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AMENDMENT REGARDING PUNCHLIST ITEMS

THIS AMENDMENT REGARDING PUNCHLIST ITEMS (this "**Amendment**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the thirty-first day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Amendment to the Agreement shall be deemed to include references to this Amendment and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Punchlist Items**. The parties agree that in no instance will Buyer be required to close until all material punch-list items have been resolved to meet industry standards.

3. **Counterparts**. This Amendment shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Amendment electronically to the other party.

4. **Conflicts**. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement**. The Agreement, together with this Amendment and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Amendment or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
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By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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ENERGY ADDENDUM

THIS ENERGY ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Thirty-First day of July, 2023, between David Oh (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 26 of Block 2 of Thea Meadows 40 Subdivision/Plat in the community known as Thea Meadows 40 (the "**Community**").

1. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Energy Claims**. In the marketing of the Home/Unit, certain verbal or written statements may have been made, including but not limited to statements contained in advertising and marketing material, relating to the energy efficiency, energy consumption, energy savings or energy costs of the Home/Unit. Buyer acknowledges that any such statements were estimates only and were developed by third parties based upon the design of the Home/Unit and/or various indices. Actual Home/Unit energy savings will vary due to, among numerous other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance and orientation of the Home/Unit. Seller provides no guarantee of savings that will be achieved by each homeowner.

3. **HERS Index**. Based on an analysis of the home's plans, a third party Home Energy Rater uses an energy efficiency software package to perform an energy analysis of the home's design. This analysis yields a projected, pre-construction HERS ("**Home Energy Rating System**") Index. The HERS Index is a scoring system established by the Residential Energy Services Network ("**RESNET**") in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100, while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to an estimated 1% increase in energy efficiency compared to the HERS Reference Home. For any home with a HERS Index rating, the Buyer understands and agrees that the rating is not to be construed as a guarantee of energy savings or consumption levels. Seller makes no representations or warranties regarding the accuracy of the HERS Index.

4. **Certification Program**. In connection with the sale of the Home/Unit, Seller may have used a third party to certify that the Home/Unit was designed to certain guidelines ("**Certification Program**"). Seller makes no representations or warranties regarding any aspect of the Certification Program. Buyer acknowledges that the third party estimate is based upon analytical methods and not necessarily testing of the Home/Unit.

5. **Counterparts**. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

6. **Conflicts**. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. **Entire Agreement**. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

DocuSigned by:
David Oh
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Buyer - David Oh
Date 7/31/2023

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of Texas Sales and Marketing, Ltd.
a

DocuSigned by:
Jennifer Gobert
64991BDCFE0C49B...

By
Title: Authorized Representative
Jennifer Gobert
Date Signed by Seller: 7/31/2023

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Options Summary

Current Stage No.: 13

PURCHASER(S): David Oh, , ,
COMMUNITY: Thea Meadows 40 **LOT:** 0226 **PLANNAME:** Drexel **BLOCK:** 2 **GROUP:** 40176520226
PHASE/SECTION: 52/2 **ADDRESS:** 6334 Marco Plains, San Antonio TX 78222 **PLAN/ELEVATION/GAR:** 2026/C/R

Total: $0

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total ($)
					Brick & Mortar/Stone				
1	09/27/2022		ADD Janet Denman HS	1	BRKFPR00.4017652.2026	WHITE RIVER ROCK BRICK BY MERIDIAN AT FRONT PORCH AREA ONLY PER PLAN	0	1	0
					Interior Finishes Package				
2	01/13/2023		ADD Karen Laskowski HS	2	COLORPKW.4017652.2026	COLOR PACKAGE W COLOR PACKAGE W INTERIOR PAINT COLOR FOR WALLS: Extra White Flat SW 7006 INTERIOR PAINT COLOR FOR TRIM: Extra White Semi-Gloss Enamel SW7006 CABINET: Origins White Painted Thermofoil Shaker QUARTZ: Grey EDGE: Square LUXURY HARD SURFACE: Elan 5077 8.1.2022 STARTS - CARPET IN ALL BEDROOMS AND BEDROOM CLOSETS: BX100 COLOR: 501 Glimmer	0	1	0
3	~~09/27/2022~~	01/14/2023	~~ADD~~ Janet Denman DEL Karen Laskowski HS	2	~~COLORPKX.4017652.2026~~	~~***DELETED***COLOR PACKAGE X~~ PACKAGE X 8.2.2021 STARTS - INTERIOR PAINT COLOR FOR WALLS: Extra White Flat SW 7006 INTERIOR PAINT COLOR FOR TRIM: Extra White Semi-Gloss Enamel SW7006 CABINET: Origins White Painted Thermofoil Shaker GRANITE: Blanco Diamante EDGE: Square LUXURY HARD SURFACE: Elan 5077 8.2.2021 STARTS - CARPET FOR TWO STORY HOMES ONLY PER SPECIFICATIONS: BX100 COLOR: 501 Glimmer	0	-1	0
					Paint/Drywall				
4	09/27/2022		ADD Janet Denman HS	1	PAEXT010.4017652.2026	EXTERIOR COTTAGE PAINT COMBINATIONS Preference: STONEHILL/COTTAGE/BROADVIEW SERIES EXT. PAINT COMBO PKG Choice: (M.) BODY (Siding/Bd/Batten) - SW7650 (Ellie Gray); TRIM - SW7004 (Snowbound); GARAGE DOOR - SW7650 (Ellie Gay)	0	1	0

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable. The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

Base Price: $244,999
Homesite Premium: $2,000
Total Options: $0
Incentive Price Reductions: ($8,000)
Total: $238,999

Options Summary

Current Stage No.: 13

PURCHASER(S): David Oh, , ,
COMMUNITY: Thea Meadows 40 **LOT:** 0226 **PLANNAME:** Drexel **BLOCK:** 2 **GROUP:** 40176520226
PHASE/SECTION: 52/2 **ADDRESS:** 6334 Marco Plains, San Antonio TX 78222 **PLAN/ELEVATION/GAR:** 2026/C/R

Total: $0

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total ($)

AGREED:

DocuSigned by: David Oh 9B0EA45B29C6467... 7/31/2023

PURCHASER - David Oh **DATE**

PURCHASER - **DATE**

PURCHASER - **DATE**

PURCHASER - **DATE**

NEW HOME CONSULTANT/DESIGNER **DATE**

CONSTRUCTION APPROVAL **DATE**

SALES APPROVAL **DATE**

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

BY: DocuSigned by: Jennifer Gobert 64091BDCFE0C49B... 7/31/2023

SELLER'S AUTHORIZED REPRESENTATIVE Jennifer Gobert **DATE**

DocuSign

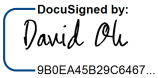
Certificate Of Completion

Envelope Id: 3358CAD58B5F4B5384B383F019B1D0AA
Status: Completed
Subject: Contract Documents for David Oh - SAN - 40176520226 - Thea Meadows 40
Source Envelope:
Document Pages: 64
Signatures: 32
Certificate Pages: 6
Initials: 18
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David Oh david.oh.ks@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by:  9B0EA45B29C6467... Signature Adoption: Pre-selected Style Using IP Address: 172.56.92.155 Signed using mobile	Sent: 7/31/2023 11:51:45 AM Viewed: 7/31/2023 11:59:01 AM Signed: 7/31/2023 12:33:04 PM
Electronic Record and Signature Disclosure: Accepted: 12/1/2020 1:59:52 PM ID: 2aa9e066-d8f9-4071-93eb-a336d9844618		
Jennifer Gobert jennifer.gobert@lennar.com New Home Consultant Lennar Security Level: Email, Account Authentication (None)	DocuSigned by:  64091BDCFE0C49B... Signature Adoption: Pre-selected Style Using IP Address: 72.135.99.99	Sent: 7/31/2023 12:33:06 PM Viewed: 7/31/2023 12:34:40 PM Signed: 7/31/2023 12:35:49 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Certified Delivery Events	Status	Timestamp

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 11:51:45 AM
Certified Delivered	Security Checked	7/31/2023 12:34:40 PM
Signing Complete	Security Checked	7/31/2023 12:35:49 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	7/31/2023 12:35:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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