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**MEGATEL  
HOMES**

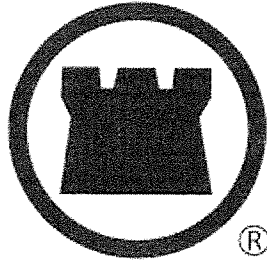
 2101 Cedar Springs Road, Suite 700  
 Dallas, TX 75201  
 Phone: 972-339-0159 Fax#: 972-767-4088  
 www.MegatelHomes.com
**BUILD****BRONZE****2893 - Madison II**Contract Date: **June 4, 2021**
**Property Information:** Sales Consultant: Dana Goodman Sales #: **(469) 343-8943**

 Address of Property Sold: **3107 Grandview Drive**, Wylie, TX **75098**  
 (Street, City, Zip)

 Lot: **8** Block: **P** Community: **Woodbridge**
**Sales Price:**Sales Price: **\$ 564,350**Pool included in Contract to be Built: **No Pool**Buyer's Legal Name: (Match D.L.) **Nookaraju Buddha**

Co Buyer's Legal Name: (Match D.L.) \_\_\_\_\_

Buyer's Current Address: **709 Cowboys Pkwy #2021**
 City: **Irving** State: **TX** Zip: **75063**
Buyer's Phone #(s): **(925) 980-9530** ; \_\_\_\_\_Buyer's Email Address(es): **nookaraju@gmail.com** ; \_\_\_\_\_**Realtor Information:**Broker Name (ex: Remax, Ebby, etc...) **ReKonnection**Realtor's Name: **Ram Konara**Realtor's Email: **rkonara@yahoo.com**Realtor's Commission %: **3** Bonus if Applicable: \_\_\_\_\_**Mortgage Information:**Mortgage Company: **MCI Mortgage**Mortgage Contact Name: **Rey Sanchez**Contact Phone Number: **(972) 955-5296**Credit Approval Letter Attached to Contract: **No, Will Be Sent Via Email**
 MegaSale 6 Months on Us (check one):  YES  NO



Chicago Title

All closings shall take place at  
**Chicago Title Insurance Co.**

5560 Tennyson Parkway #280,

Plano, TX 75024

PHONE: (469) 304-4650

FAX: (469) 304-4660

(the "Closing Agent")

Purchaser Initials BN Purchaser Initials \_\_\_\_\_



3107 Grandview Drive  
RESIDENTIAL CONSTRUCTION CONTRACT

BUILD  
BRONZE

THIS DOCUMENT CREATES IMPORTANT LEGAL OBLIGATIONS THAT YOU SHOULD UNDERSTAND PRIOR TO SIGNING. YOU SHOULD READ IT THOROUGHLY, AND IF YOU ARE UNCERTAIN OR HAVE QUESTIONS ABOUT YOUR RIGHTS, OBLIGATIONS OR RESPONSIBILITIES UNDER THIS CONTRACT, YOU MAY WISH TO CONSULT AN ATTORNEY. EXECUTION OF THIS CONTRACT INDICATES YOU HAVE EITHER OBTAINED THE ADVICE OF INDEPENDENT LEGAL COUNSEL, CHOSEN NOT TO SEEK LEGAL COUNSEL OR HAVE WAIVED THE RIGHT TO SAME. YOUR SIGNATURE INDICATES YOUR AGREEMENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. **PARTIES.** This Residential Construction Contract ("Contract") is made by and between Megatel Homes, LLC (hereinafter, "Builder", "Megatel Homes" or "Megatel") and Nookaraju Buddha and \_\_\_\_\_ (collectively, "Purchaser", "Customer" or "Buyer"). Builder hereby agrees to construct the Improvements in substantial compliance (as herein defined) and cause the completed Improvements and Property (as herein defined) to be conveyed Purchaser. Builder and Purchaser are collectively referred to as the "Parties," and each, a "Party." The purpose of this Contract is to: (i) establish and define the construction activities that the Builder will perform; and (ii) delineate the general obligations and responsibilities of the Parties incident to this transaction. Purchaser acknowledges and agrees that Builder is the only entity that Purchaser is contracting with and Purchaser will only look to Builder for performance of any term or condition herein, and that any signage, information, documentation, offices, model home, seller, employees, representatives of related or associated entities shall not be made a part of any dispute whatsoever, and any such reference to any other entity is for convenience only.

2. **PROPERTIES.** Lot 8, Block P, Addition (community) Woodbridge, Phase 22A, County of Collin, Texas, commonly known as 3107 Grandview Drive, City of Wylie, Zip 75098; or as described on the attached the attached exhibit, together with all Improvements constructed or to be constructed on the Property, including the Improvements described herein (the foregoing collectively described as the "Property").

3. **IMPROVEMENTS.**

A. **CONSTRUCTION DOCUMENTS** – Construction Documents shall consist of the following:

1) Complete plans, subject to approval by applicable authorities, and as may be hereafter amended:

Plan # and Plan Name: 2893 - Madison II Series: **BRONZE**

Elevation: B Garage Side: Right

Structure Options: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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*\*No guarantee of side choice. Subject to change based on City, HOA, grading, and construction requirements.*

- 2) This Contract as may be hereafter amended; and
- 3) All attached addenda and exhibits.

B. **WORK** – Builder shall provide all labor and materials for the construction (hereinafter, “Work”) of the Improvements in accordance with the above-identified plan and elevation on file with Builder; subject to substitution by Builder of materials or fixtures of equal or better quality and subject to changes in plans, specifications, construction, materials, fixtures or methods or other integrals required by federal, state or local governmental authority, HOA or other restrictions, said substitutions and/or changes to be made by Builder without any requirement of notice to or consent of Purchaser. In the event of a conflict between the plans and the specifications, specifications will control. If a detail of the construction is not specified within the plans and/or the specifications or should an alternative building practice be available in lieu of a specified procedure, the Builder may select a construction procedure in its sole and exclusive discretion that complies with applicable building codes and/or approved by the local building official or retained engineer. Since plans and specifications are subject to change, exact conformity with a model home or other representation of an element of construction is not guaranteed. Changes in construction may also be necessary due to configuration and site restrictions of the lot, such as setbacks and lot coverage. Figures regarding size, square footage, and other dimensions of the Improvements are only estimates; actual construction may vary significantly. Purchaser acknowledges that these changes may occur during construction and waives any requirement that Builder notify Purchaser of such changes. Purchaser agrees that as long as the Improvements are substantially in compliance with the Construction Documents, and/or can be used as a single-family residence, any such deviations will be automatically accepted. The Improvements will be constructed in a manner that passes all applicable municipal or county inspections, as applicable; passage of such inspections indicates compliance with applicable codes and standards. Failure to meet an applicable code or standard by itself for any element of the Improvements does not give rise to strict liability and it is not negligence per se, breach of contract or breach of warranty and does not create a cause of action or warranty claim. A claim or allegation that there is a failure to meet applicable code must be accompanied by (1) actual physical damage resulting directly from that failure or violation of code to the property or Improvements, or (2) an immediate threat to the health and safety of occupants or invitees. No repair method will be required or utilized that would result in economic waste nor shall there be any obligation to repair items or areas that are not physically damaged.

C. **“SPEC” HOME** – If Purchaser is purchasing a “spec” home, which is defined as a home that has already had the foundation forms in-place and/or poured. Construction on a spec home is already in progress or has reached Substantial Completion, as herein defined. All “substantially completed spec” homes are purchased on an “as-is, where is” basis. Purchaser acknowledges that any statement or representation made as to the square footage to be sold by this Contract are estimates only and are not meant to be statements of fact or binding obligations on the part of Builder. Purchaser accepts the home in its present state and no changes, alterations, or modifications shall be permitted unless there is an approved and executed change order attached to contract. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SPECIFIED IN THIS CONTRACT, BUILDER HAS NOT MADE, AND BUILDER HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE “SPEC” HOME, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE “SPEC” HOME WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF BUILDER TO PURCHASER. PURCHASER AGREES TO ACCEPT THE “SPEC” HOME AND ACKNOWLEDGES THAT THE SALE OF THE “SPEC” HOME AS PROVIDED FOR HEREIN IS MADE BY BUILDER ON AN “AS IS, WHERE IS, AND WITH ALL FAULTS” AS CONSTRUCTED IN PLACE, SAVE AND EXCEPT FOR THE EXPRESS LIMITED WARRANTY OBLIGATIONS SET FORTH HEREIN.

4. **SALES PRICE.** Purchaser shall pay to Builder for the Property and the Improvements described above, subject to adjustments as allowed by the Contract, a total sales price (“Total Sales Price”) of     \$ 564,350     payable as follows:

Purchaser Initials     BWR     Purchaser Initials \_\_\_\_\_

- A. **DELAY** – Builder shall have the right to stop Work, without penalty for any delays caused, until such payment is made. Failure to make said Additional Cash Payments is a default under the terms of this Contract. Any and all Additional Cash Payments may be used by Builder in its **discretion for Builder’s expenses or otherwise.**
- B. **INITIAL CASH PAYMENT** – Purchaser shall pay in cash to Builder an Initial Cash Payment in the amount of     **\$ 16,931**     as a portion of the Total Sales Price on the Accepted date. **The parties acknowledge that the Initial Cash Payment and any Addition Cash Payments as hereinafter described, or any funds paid from Purchaser to Builder shall not deemed to be “Earnest Money” or “Escrow Funds” as those terms are commonly used, regardless of any designation as such on any check provided by Purchaser or any handwritten notes, or comments added to the Contract; and any such funds are not held in trust, create a fiduciary relationship and not subject to Chapter 162, Tex. Prop. Code. Any and all funds may be used by Builder in its discretion for Builder’s expenses or otherwise.**
- C. **ADDITIONAL CASH PAYMENTS** – Purchaser shall make, or cause to be made, to Builder Additional Cash Payments of     **\$ 11,287**     on or before     **July 19, 2021**    . In the event of a payment delay, Builder shall have the right to stop Work, without penalty for any delays cause, until such payment is made. Failure to make said Addition Cash Payments is a default under the terms of this Contract.
- D. **FINANCING** – (Check the Applicable Box)
- ALL CASH** – This sale is not subject to the Purchaser obtaining a loan. Within five (5) business days after the Acceptance Date (as defined herein) or upon Builder’s request, Purchaser shall provide proof of cash funds in a form reasonably satisfactory to Builder, in its sole and exclusive discretion, verifying Purchaser has sufficient funds to close the sale.
- THIRD PARTY FINANCING** – If Purchaser desires to obtain financing for any portion of the Total Sales Price, Purchaser must furnish Builder with reasonable evidence of financial arrangements to pay the Total Sales Price. Failure to provide reasonable evidence is an act of default, resulting in the termination of this Contract, entitling Builder to pursue any and all remedies defined in Section 9(B).
- E. **INTEREST** – Should Purchaser fail to make payment to the Builder of any portion of the Total Sales Price when payment is due, then Purchaser shall pay to the Builder, in addition to the sum shown as due, interest at the maximum rate allowed by applicable federal and state law, which interest shall accrue as of the date payment was first due and shall continue to accrue until the date Purchaser makes payment in full. This is in no way to be considered a limitation on Chapter 28, Tex. Prop. Code.
- F. **APPRAISED VALUE** – Builder makes no warranty or representation as to the final appraised value of Improvements and to the extent allowed by law, Purchaser shall not be entitled to terminate the Contract, recover any sums paid under this Contract, or receive any adjustment to Total Sales Price or similar concession should the final Improvements appraise for less than the Total Sales Price.

5. **CLOSING.**

- A. **TIME AND PLACE** – The Closing shall take place at Chicago Title Insurance Co., 5560 Tennyson Parkway #280, Plano, TX 75024, PH: (469) 304-4650, FAX: (469) 304-4660 (the “Closing Agent”) seven days following Substantial Completion (the “Closing”). If the Closing Agent must delay the Closing due to outstanding title issues, then Closing shall occur no later than five (5) days after such title issues are resolved. **Purchaser shall attend the Closing on the date specified by Builder (with at least five (5) days advance notice following Substantial Completion of the home).** Purchaser’s failure to close the purchase of the Property on the designated Closing date constitutes a default by Purchaser under this Contract, provided, however, that Builder in its sole and exclusive

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discretion may extend Closing with at least five (5) days written notice to Purchaser. Purchaser shall pay a per diem charge of \$150.00 per day for each day that Closing is delayed beyond the scheduled Closing date by action or inaction of Purchaser or any other reason not the fault of Builder. If Builder is delayed or hindered in its performance for any Purchaser-caused delay or by conditions not the fault of Builder, then Builder's performance shall be excused for the period of the delay, and the Closing date shall be extended to a mutually agreed upon date. Purchaser shall, and hereby does, hold Builder harmless for any damages resulting from the Closing date extending beyond any purchase money financing interest rate lock period that Purchaser may have. Builder shall not be responsible for incidental expenses incurred by Purchaser as a result in any delay of Closing, including, but not limited to, interest rate lock extension fees, increased mortgage interest rates, moving expenses and storage fees. At Closing, Purchaser shall pay, or cause to be paid, to Builder the Total Sales Price, less a credit for the Initial Cash Payment and any Additional Cash Payments, without setoff for any expenses incurred by Purchaser resulting from any delay in Builder's performance. Furthermore, Purchaser shall deliver and timely execute, at Closing and up to five (5) days after Closing, any closing documents required by Builder, Closing Agent, and/or lending institution. Any survey required by Purchaser or its lender shall be obtained by Purchaser and delivered to the Closing Agent at Purchaser's sole expense.

B. **TITLE** – At Closing, Builder shall deliver a special warranty deed to Purchaser, conveying the Property free and clear of all liens except those created at Closing by Purchaser in connection with the purchase money financing, if any, and free of all other exceptions and limitations except any covenants, conditions, and restrictions of record pertaining to the Property (hereinafter, "Deed Restrictions"), property taxes not yet assessed and/or due, maintenance charges, all other encumbrances, easements, mineral reservations, assignments, and all other matters of public record affecting the Property. Purchaser is advised to have an abstract of title covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with a title policy. If a commitment for title insurance or a title policy is obtained, Purchaser should have same reviewed by an attorney of Purchaser's choosing. The Parties acknowledge that fences, retaining walls, and other constructed barriers are not always on the property line. Purchaser agrees not to rely on such barriers or statements by Builder and/or its agents, representatives, contractors or employees regarding property lines, but should instead refer to a survey, plat, or similar document for accurate location of property lines. Builder is not liable for any discrepancy between actual property lines and fences, retaining walls, or other barriers, or any other claim relating to the location of fences, retaining walls, or other barriers.

C. **TITLE INSURANCE** - The Parties acknowledge that 12 U.S.C. § 2608 requires that no seller of property that will be purchased with the assistance of a federally related mortgage loan shall require directly or indirectly, as a condition to selling the property, that title insurance covering the property be purchased by the Purchaser from any particular title company. Purchaser may select any title company Purchaser desires, and Purchaser has selected Closing Agent to act as the title company for this transaction.

D. **CLOSING EXPENSES**

At or before the Closing, Builder shall pay for:

- inspections, reports or repairs required as a condition for occupancy by local authorities; and
- other expenses stipulated to be paid by Builder under this Contract.

At Closing, Purchaser shall pay for all other closing costs, including, but not limited to:

- deed preparation;
- applicable mortgage loan charges and expense;
- all homeowner's association dues and fees including, but not limited to, any processing fee, expedite fee, delivery fee, adjustment fee, convenience fee, tax, transfer fee, working capital fee/capital reserve contribution, master association assessment, sub association assessment, late charges, collection fee, and resale certificate fee (Purchaser is responsible for contacting the applicable homeowner's association(s) prior to Closing to determine approximate of associated fees and expenses);
- all fees charged by the Closing Agent;
- Owner's and Mortgagee's Policies of Title Insurance;
- abstract fees;
- attorney's fees;
- survey costs;
- document preparation fees;
- escrow fees;

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- tax certificate;
- recording fees; and
- all other loan costs and closing costs, except any amounts which cannot, by applicable law or regulation, be paid by Purchaser.

Current year ad valorem taxes, maintenance fees, and homeowner's association dues (if applicable) shall be prorated to the Closing date, based on the most recent bill(s), and Builder shall pay taxes accrued up to the Closing date, while Purchaser shall pay taxes accrued on and after the Closing date. Purchaser shall be responsible for resolving with applicable authorities or associations any discrepancies from said proration's, relating to any period of time, determined after Closing to exist. Any and all proration's for taxes, fees, expenses of otherwise are determined at the time of Closing and shall be final; Builder shall not be liable for any overpayment or errors in the calculation of the same. If taxes are not paid at or prior to Closing, Purchaser will be obligated to pay all applicable taxes for the current year. Purchaser acknowledges that any statements or representations with respect to mortgage payments, taxes, title insurance, or other costs or expenses are estimates only and have not been relied upon by Purchaser and have not induced Purchaser to enter into this Contract.

E. **POSSESSION AND ACCESS TO THE PREMISES** - Purchaser shall not be entitled to possession of the Property, and title to the Property will not be transferred, until after Closing and funding of the Total Sales Price. Purchaser understands that construction activities can result in unsafe conditions, injury, and even death on the Property due to work in progress, stored materials, or other matters. Therefore, Purchaser agrees that until the Closing and funding, Purchaser shall not enter on the Property except (i) when expressly authorized to do so by Builder, (ii) when accompanied by a representative of Builder, and (iii) in accordance with any instructions by Builder. Purchaser further agrees that no occupancy, use, or exercise of control of Property by Purchaser (including storage of personal property) shall occur until after funding. **PURCHASER SHALL, AND HEREBY DOES, RELEASE, INDEMNIFY, AND HOLD BUILDER HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, CLAIMS, OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND EXPENSES, ARISING IN FAVOR OF PURCHASER OR PURCHASER'S AGENTS, LICENSEES, AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENTAL TO THE ENTRY ON THE PROPERTY BY PURCHASER OR PURCHASER'S AGENTS, LICENSEES, AND INVITEES. THIS RELEASE AND INDEMNITY IS GIVEN TO THE BUILDER REGARDLESS OF WHETHER THE BUILDER OR ITS AGENTS, REPRESENTATIVES AND/OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART AND WHEN THE INJURY, DEATH, OR DAMAGE TO PURCHASER OR PURCHASER'S AGENTS, LICENSEES, AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF BUILDER OR ATTRIBUTABLE TO BUILDER'S NEGLIGENCE PER SE OR IMPOSED BY STRICT LIABILITY.** To the extent that Purchaser has any third-party inspector inspect the Property prior to Closing, Purchaser shall give at least 14 days written notice of same; said inspector shall be licensed for the inspection performed and shall be required, prior to any inspection to provide Builder with a certificate of insurance naming Builder as an additional insured with a full waiver of subrogation provisions, and such commercial general liability policy shall have at least \$1,000,000 in coverage for a single occurrence.

F. **BUILDER'S TERMINATION RIGHT** - If Builder determines, in its sole and exclusive discretion, that Builder cannot satisfy Purchaser's requirements, needs or desires for reasons beyond Builder's control (including acts, delays, or failures of Purchaser, etc.), in the event of a bona fide dispute or material misunderstanding between the Parties which cannot be resolved to the Parties' mutual satisfaction, and/or for Builder's convenience, Builder may, at any time, unilaterally in Builder's sole and exclusive discretion, give Purchaser written notice of termination (in any manner provided by this Contract) and return the Initial Cash Payment and any Additional Cash Payment plus the sum of Five Hundred Dollars (\$500.00) (collectively the "Termination Consideration") to Purchaser, whereupon this Contract shall terminate and neither Party shall have further rights or obligations hereunder, both Parties being fully released. Builder may exercise this termination right despite any allegation or actual breach claimed by Purchaser or later determined by a finder of fact. Notwithstanding the foregoing, Builder will not be required but may refund the Change Order Fee or any cash payments for modifications, special orders, custom work, or change orders. In the event Builder elects to terminate this Contract pursuant to this Section 5(F), Builder shall prepare a Termination Agreement for Purchaser to execute in order to receive the Termination Consideration. Purchaser expressly acknowledges and understands that in order to receive the Termination Consideration, however, Purchaser's failure to execute such Termination Agreement shall not invalidate this termination. Purchaser must execute the Termination Agreement (thus, the Purchaser's execution of the Termination Agreement is a condition precedent to the right to receive the Termination Consideration). By executing this Contract, Purchaser covenants and promises to execute a Termination Agreement in the event Builder

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elects to terminate this Contract pursuant to this Section. The Termination Agreement will provide, among other things, that: "This Contract is hereby terminated in its entirety and Builder and Purchaser shall have no further obligations, duties, or responsibilities to each other or any other person or entity in connection with the Contract, any documents related thereto or the construction, remodel, and/or sale of the Improvements and/or Property." Furthermore, the Termination Agreement will provide, among other things, that: "Builder and Purchaser agree and hereby do fully release, compromise, settle, acquit, and forever discharge each other and their respective employees, officers, directors, shareholders, agents, and representatives of and from any and all claims, demands, rights, or causes of action, known or unknown, now existing, directly or indirectly attributable to or arising out of the matters described in the Contract or any other business dealings, associations, contracts, transactions, occurrences, and/or any other claims or causes of action related to the Contract or the construction, remodel, or sale of the Improvements and/or Property, except for the agreements of Builder and Purchaser contained in this Termination Agreement." Moreover, the Termination Agreement will provide, among other things, that: "Purchaser agrees that the terms and conditions of the Contract termination and settlement set forth in this Termination Agreement shall be strictly confidential and that but for Purchaser's Agreements contained in this Confidentiality and Non-Disparagement Provision, Builder would not enter into this Termination Agreement. Purchaser agrees that the terms and conditions set forth in this Termination Agreement shall not be disclosed by Purchaser to any other person or entity without prior written consent of Builder. Additionally, Purchaser agrees not to make or distribute any negative or disparaging comments or materials to any potential customers of Builder or otherwise in any manner negatively interfere with Builder's marketing and sale of homes. Purchaser acknowledges that breach of the terms and conditions hereof may result in damage to Builder, which may not be adequately compensated by the payment of money damages. Accordingly, Purchaser agrees that Builder is entitled to obtain immediate injunctive relief against Purchaser for any breach of threatened breach of this Agreement, in addition to any other legal remedies which may be available at law or in equity. In the event Purchaser breaches or defaults in its obligations under this Confidentiality and Non-Disparagement provisions and Builder shall employ an attorney to prosecute, enforce, or defend any of Builder's rights or remedies under this Provision, Purchaser shall pay on demand any attorney's fees and/or court costs incurred by Builder in connection therewith. Terms and conditions of this agreement may not be disclosed by either party without written consent from both parties, and Purchaser shall have the same legal remedies, rights, and protections as Builder." Once Purchaser receives a copy of the Termination Agreement and requisite written notice of termination, Purchaser shall, within five (5) business days from the date Purchaser received the Termination Agreement, execute the Termination Agreement and return the executed Termination Agreement to Builder or to the Closing Agent. If Purchaser fails to return an executed Termination Agreement to the Builder within the permitted time period, Purchaser will be in breach of contract, and Builder may retain the Termination Consideration as liquidated damages for Purchaser's breach of contract, and this Contract is terminated in accordance with the Termination Agreement. If Purchaser returns the executed Termination Agreement to Builder, Builder will within a reasonable time pay the Termination Consideration to Purchaser. **THE PARTIES AGREE THE TERMINATION CONSIDERATION IS ADEQUATE CONSIDERATION AND COMPENSATION FOR THE BUILDER'S TERMINATION RIGHT GRANTED HEREIN AND IS IN LIEU OF ANY OTHER DAMAGES OR REMEDIES FOR BUILDER'S TERMINATION. UPON SUCH TERMINATION OF THIS CONTRACT BY THE BUILDER AND PAYMENT OF THE TERMINATION CONSIDERATION TO PURCHASER, NO CAUSE OF ACTION AGAINST THE BUILDER NOR SHALL PURCHASER ACCRUE ANY RIGHT TO THE PURCHASER. THE PARTIES FURTHER AGREE THAT BUILDER'S RETENTION OF THE TERMINATION CONSIDERATION AS LIQUIDATED DAMAGES FOR PURCHASER'S BREACH OF THE COVENANT TO PROMPTLY EXECUTE THE TERMINATION AGREEMENT IN THE EVENT OF BUILDER'S TERMINATION PURSUANT TO THIS PROVISION IS ADEQUATE CONSIDERATION AND COMPENSATION FOR PURCHASER'S BREACH, AND NO CAUSE OF ACTION AGAINST THE BUILDER NOR SHALL PURCHASER ACCRUE ANY RIGHT TO THE PROPERTY. PURCHASER HEREBY REPRESENTS AND WARRANTS THAT THEY HAVE REVIEWED THIS PROVISION, UNDERSTAND IT FULLY, HAVE CONSENTED TO IT FREELY.**

6. **CONSTRUCTION.**

- A. **COMMENCEMENT OF WORK** -- To the extent that portions of the Improvements have been completed at the time this Contract is accepted, Purchaser acknowledges that Purchaser has inspected the Improvements, noted changes from the Construction Documents, and Purchaser hereby accepts those portions of the Improvements as built without any requirement of modification, regardless of the plans, specifications or any variation from the Construction Documents. Builder shall commence the Work as soon as is reasonably practicable after (i) the complete Construction Documents have been approved and initialed by Builder and Purchaser; (ii) Purchaser has obtained permanent

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financing acceptable to Builder; and (iii) all appropriate building permits and/or regulatory approvals have been obtained. Purchaser shall not instruct, direct, or otherwise communicate with any subcontractor retained by Builder as to the scheduling or details about the Work (including additions to or deletions from the Work). Furthermore, Purchaser shall not do or cause to be done, nor alter or cause to be altered, any work on the Property, whether completed or not, prior to Closing without the express written consent of Builder, in Builder's sole and exclusive discretion. Purchaser acknowledges and understands that work cannot commence until the proper permits have been issued by the appropriate authority and that it often takes 120 days or more to commence construction activities. IN NO EVENT SHALL PURCHASER BE ENTITLED TO ANY MONETARY COMPENSATION FOR ANY DELAY, WHETHER OR NOT EXCUSABLE, AND PURCHASER HEREBY WAIVES AND RELEASES BUILDER FROM ANY AND ALL LOSS, COST, EXPENSE, LENDER FEES, ADDITIONAL INTEREST, OR DAMAGES INCURRED BY PURCHASER, WHICH ARISES OUT OF BUILDER'S FAILURE TO REACH COMPLETION AS PROVIDED FOR HEREIN OR ANY OTHER DEADLINE CONTEMPLATED BY OR SET FORTH IN ANY OTHER AGREEMENT EXECUTED BY THE PARTIES. THERE IS NO GUARANTEED COMPLETION DATE OR WARRANTY OF COMPLETION ON ANY GIVEN DATE, AND ANY AND ALL INFORMATION OR COMMUNICATIONS REGARDING A DATE, TIMELINE OR EXPECTED COMPLETION DATES ARE ESTIMATES ONLY.

- B. **COMPLETION OF IMPROVEMENTS** – After commencement or continuation of the Work, construction activities are thereafter to be continued in accordance with Builder's normal construction schedule until the Improvements reach Substantial Completion (as herein defined). The Improvements are deemed to be substantially completed ("Substantial Completion") when a certificate of occupancy is issued or, if no certificate of occupancy is required, when all electrical, mechanical, and plumbing final inspections, or all other required inspections, have been approved, or all approvals for occupancy have been received from any applicable governmental authority or, in the absence thereof, when in the Builder's sole and exclusive discretion deems the Improvements suitable for occupancy. At the time of Substantial Completion, but in no event later than the Closing Date, on reasonable notice from Builder, Purchaser shall conduct a final walk through inspection of the Improvements and shall execute and deliver to Builder a "Final Customer Walk Through Approval" or a similar form provided by Builder which confirms Purchaser's inspection and acceptance of the Improvements and releases Builder from all claims and liabilities except contractual warranty obligations arising under the express limited warranty coverage provided through the applicable third-party warranty program and agreed to items of Work to be completed after Closing (hereinafter the "Punch List Items"). Purchaser's act of closing this Contract conclusively establishes that all Work has been completed in accordance with the Construction Documents and that all Work is approved by Purchaser "as-is, where is." **There is no guaranteed date of completion and Builder is not liable for failure to complete the Improvements by a certain date or within a reasonable amount of time. Any statement of construction time is only an estimate. Purchaser expressly waives all claims, disputes, and/or causes of action it may have or could have against Builder related to or arising out of the failure to complete the Improvements by a certain date or within a reasonable amount of time.** Notwithstanding any other provisions of this Contract, Builder shall substantially complete construction of residential improvements on the Property within any time period required by 15 U.S.C. § 1702(a)(2) or similar state law, if applicable.
- C. **FORCE MAJEURE** – If construction is delayed for any reason, including material or labor shortages, inclement weather, strikes, government acts, regulations or permit procedures, acts of God or nature, Purchaser's delay in making upgrades or change requests, or other interference with construction schedules, Builder may extend estimated completion and Closing dates and is not liable to Purchaser for such delay. In the event that Builder is unable to commence or complete construction, for any reason, Builder's liability shall be limited to return of the Initial Cash Payment and Additional Cash Payments, and cancellation of this Contract.
- D. **INDEPENDENT CONTRACTOR STATUS** – Builder, in the performance of the Work does so as an independent contractor, and Builder shall have the sole control over the scheduling and progress of the construction, including the superior right to select and arrange for all labor in any way related to the construction. Builder shall exercise exclusive control over the selection of the subcontractors; and therefore, Builder shall not be obligated to employ subcontractors solely on the basis of cost savings that might be achieved in connection with the Work under a Change Order. All subcontractors perform their work independently and not as an agent or employee, servant or representative of the Builder. Purchaser shall not instruct, direct, or otherwise communicate with the subcontractors retained by Builder as to the scheduling of or details about the construction (including additions or deletions therefrom). **Purchaser shall not perform or cause to be performed any work to the Improvements, and Purchaser shall not alter or cause to be altered any portion of the Improvements, whether complete or incomplete, prior to the Purchaser's occupancy of the Improvements.** If, with Builder's express written consent, Purchaser employs a third party to

fabricate an element, feature, or appliance to be incorporated into the Improvements, Purchaser is responsible for the installation of that fabricated item. Acts of, omissions by, or losses, damages, or delays caused by any third party retained by Purchaser are the responsibility of Purchaser. Builder shall not warrant the work performed or the materials provided by any third party employed by Purchaser or who have contracted with Purchaser, and hereby disclaims all such warranties. Purchaser shall indemnify and hold harmless Builder for any delays in completion and/or damage to the Property caused by the acts or omissions of any third party employed by or who contracts with Purchaser.

7. **CHANGES AND UPGRADES.** Changes or upgrades to the Construction Documents are not effective or binding on Builder unless a Change Order covering such change or upgrade, and any related adjustment to the Total Sales Price, is signed by Builder and Purchaser. Notwithstanding the foregoing, a Change Order is not required for changes to Work made by the Builder pursuant to Paragraph 3(B) of the Contract. Upon execution by the Parties, the Change Order becomes a binding attachment to the Construction Documents, and Builder is not liable for delays in completion of the Improvements or in the Closing which occur as a result of the Change Order. To the extent a conflict exists between a Change Order and the Construction Documents, the terms of the Change Order control. Unless otherwise specified in the agreed upon Change Order, Purchaser shall pay for all agreed upon Change Orders, including Builder's additional compensation to Builder and any additional architectural and engineering fees which may be necessitated by such change, in cash or immediately available funds within three (3) business days after the Change Order has been signed by the Parties. Builder is not obligated to proceed with any Work until any such amounts have been paid as agreed. Builder has no obligation to stop Work while Change Orders are being negotiated or discussed. Any sums attributable to a Change Order are in addition to and not considered a part of the Initial Cash Payment, any Additional Cash Payment, or the Total Sales Price. **If for any reason, Purchaser does not complete this purchase, payments for change requests that have been ordered, installed, or started, shall not be refunded but will be retained by Builder.**

8. **WARRANTIES.** Builder agrees to make application for a third party warranty administered by 2-10 Home Buyers Warranty ("HBW") for the Improvements constructed hereunder. Buyer understands, acknowledges, and agrees that THE ONLY EXPRESS WARRANTY OR WARRANTIES GIVEN BY BUILDER TO BUYER RELATING TO THE PROPERTY AND IMPROVEMENTS ARE DESCRIBED IN THE WARRANTY ADMINISTERED BY HBW (the "Limited Warranty" or "Express Limited Warranty"), A SPECIMEN COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE OR OTHERWISE MADE AVAILABLE TO BUYER. BUYER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT BUILDER, OTHER THAN THE WARRANTIES PROVIDED IN THE LIMITED WARRANTY, IS DISCLAIMING AND BUYER IS WAIVING ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE REPAIR OR MODIFICATION OF EXISTING TANGIBLE GOODS OR PROPERTY, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, PERFORMANCE, WORKMANSHIP, REPAIR, MODIFICATION, MERCHANTABILITY, SUITABILITY AND FITNESS. THE PARTIES AGREE THAT THE LIMITED WARRANTY ADEQUATELY SET FORTH THE MANNER, PERFORMANCE, AND QUALITY OF THE CONSTRUCTION OF THE HOME AND IMPROVEMENTS AND SERVICES TO BE PERFORMED. Buyer acknowledges, understands, and agrees that the terms of the Limited Warranty are clear, specific, and sufficiently detailed to establish the only standards of construction performance or service. The Parties agree that this Limited Warranty will control any warranty, workmanship, material, or any other defect claims regarding the Property or Improvements. For items in need of repair under the Limited Warranty, the Parties agree that Builder shall have the sole right to determine the means, method, and manner of repair to be implemented. In the event that the Limited Warranty does not specify a building or performance standard for the identified item, the usual and customary industry standards for similar improvements in the geographic region shall govern. In short, the Limited Warranty provides warranty coverage on the Improvements for one (1) year for workmanship and materials, two (2) years for plumbing, electrical, heating, and air-conditioning delivery systems, and ten (10) years for major structural components of the Improvements. Under no circumstance is any landscaping, whether currently existing trees, plants, or grass on the subject property, or any of those installed by Builder, warranted by the Limited Warranty or any other warranty. Builder and Buyer agree that no warranty of any kind exists on landscaping in consideration for issuance of the Limited Warranty. It is incumbent upon the Buyer to properly maintain and care for any landscaping. In the event the Limited Warranty cannot be obtained from HBW or another third-party warranty program for any reason whatsoever, Builder may substitute said Limited Warranty with another third-party warranty of Builder's choosing with reasonably similar terms and conditions or provide a Builder-only warranty in accordance with the Warranty and Performance Standards adopted by the Texas Association of Builders at the time of execution of this Contract. To the full extent as allowed under law, Builder transfers and Buyer accepts such transfer of any warranty obligation as set forth herein. Builder shall construct the Improvements in a manner that passes all applicable municipal or county inspections; passage of such inspections indicates compliance with applicable codes and standards. Failure to meet an applicable code or standard by itself for any element of the Improvements does not give rise to strict liability and it is not negligence per se, breach of contract or breach of warranty and does not create a cause of action or warranty claim against Builder. A claim or allegation that there is a failure to meet applicable code must be accompanied by (1) actual physical damage resulting from that failure or violation of code to the Property or Improvements, or (2) an immediate threat to the health and safety for the occupants or invitees.

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Builder shall not be required to utilize any repair method that would result in economic waste or be required to repair items or areas that are not damaged.

**MANUFACTURER WARRANTIES** – Builder may incorporate consumer products into the Property that are not made by Builder (e.g., HVAC, water heater, refrigerator, range, dishwasher and other appliances, equipment or “consumer products” as defined by the Federal Trade Commission). Builder shall transfer any manufacturer’s warranty to Purchaser, without recourse, upon payment of the Total Sales Price. In accordance with the Magnuson-Moss Warranty Act, Purchaser acknowledges that Purchaser has had an opportunity to review the warranties for all consumer products to be included with the Improvements and understands, acknowledges, and agrees that **BUILDER MAKES NO WARRANTY ON SUCH ITEMS**. Purchaser understands and agrees that proper maintenance of the Improvements is required to ensure any third party warranty remains in effect. In the event that the manufacturer denies a warranty claim, valid or not, Builder shall have no liability whatsoever to Purchaser or otherwise.

**Additional Warranty Terms & Conditions.**

- (1) **Foreclosure.** Notwithstanding any other term or condition herein, any warranty obligation whatsoever does not apply to the Residence, Property and/or Improvements if same have been subject to a foreclosure under Texas law, such Residence, Property and/or Improvements are taken “AS IS, with all faults”, all such warranties being automatically cancelled, including but not limited to the Express Limited Warranty.
- (2) **Commercial Purpose.** Notwithstanding any other term or condition herein, any warranty obligation whatsoever does not apply to the Residence, Property and/or Improvements if any part has been used at any time for a commercial, for profit, rental (short or long term), leasing or occupancy by any person other than the named owners on the deed recorded in the public records, such Residence, Property and Improvements are taken “AS IS, with all faults” and all such warranties are automatically cancelled upon the first or any use in violation of this provision.
- (3) **Green Building Compliance.** Any and all green building requirements, standards, certifications or otherwise are controlled by those written standards applicable to and agreed upon between the Seller and the initial Buyer, if any, after which there is no warranty or guarantee related to or concerning any such green building requirements, standards, certifications or otherwise to any subsequent owner of the Residence, Property and/or Improvements.
- (4) **Residential Construction Liability Act (RCLA) and Contractual Requirements.** As a condition precedent to the applicability of any warranty obligation, the Purchaser or current owner must follow each term and condition in the contract associated with the warranty obligation, the requirements of the RCLA, all other legal requirements, and any and all other requirements in any instrument related to the Residence, Property and/or the Improvements, including but not limited to any third-party warranty. Any and all claims with the applicable third-party warranty company, insurance carrier or other responsible party is to be made before a claim against Builder is presented.
- (5) **Approved Variations.** Any variations in any element of construction, the Residence, Property and/or the Improvements approved by the engineer of record, provided for in the plans and specifications or approved by the local building official, governing authority, city inspector, third-party inspector or third-party warranty company is not warranted, is deemed not outside the applicable performance standard and is an exclusion.
- (6) **Other Insurance or Warranty.** This document does not replace homeowner’s insurance or any third-party warranty. As a condition precedent to the applicability of any obligation of the Builder, seller or any third-party, the Purchaser or then current owner must make a claim with the owner’s homeowner’s insurance carrier and third-party warranty company, as applicable; there is no responsibility for any loss paid, covered claim, repair or the like if same is available through any insurance or third-party warranty.
- (7) **Access.** In order to carry out any warranty obligation, the warrantor, Builder or third-parties will require access to the Residence, Property and Improvements. Builder, Builder’s designees, third-party warranty company and any of their experts shall be allowed full access in normal business hours and operations for testing, inspection and repairs. Refusal or delay of more than three (3) business days upon verbal or written request will waive and void any warranty obligation.
- (8) **Non-Builder Repairs.** Any and all repairs performed by any party without full compliance with the terms and conditions herein automatically waives any warranty obligation and any claim or cause of action against the Builder or warrantor.
- (9) **Repair Obligations.** Unless otherwise stated under the various performance standards, if any such performance standard is not met, the applicable warrantor shall take such action as is necessary to bring the variance within the standard; however, the method and manner of any repair is within the sole discretion of the applicable warrantor.

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(10) Repair Condition. In connection with a repair of a construction defect, any repairs performed will include those components that have to be removed or altered in order to repair the construction defect. Repair shall be made so that the condition is returned to its condition as it existed at the time immediately preceding the construction defect, any repair will be finished or touched up to match the surrounding area as closely as practical but not necessarily to a like-new condition; imperfections and variations will exist and should be expected. A repair or action bringing a variance within the standard under this warranty shall not cause the period of the applicable warranty to be extended.

(11) Finish. Surfaces altered incident to any repair will be finished or touched up to match the surrounding area as closely as practical but not necessarily to a like-new condition; imperfections and variations will exist and should be expected. In connection with the repair of finish or surface material, such as paint, wallpaper, flooring or a hard surface, the matching will be of the standard and grade expected for the applicable repair in warrantor's sole and exclusive discretion. The warrantor will attempt to match the finish but will not be responsible for discontinued patterns or materials, color variations or shade variations. When the surface finish material must be replaced, and the original material has been discontinued, the warrantor is responsible for installing replacement material substantially similar in appearance to the original material within warrantor's sole and exclusive discretion.

9. **DEFAULT AND REMEDIES.**

i. **DEFAULT BY BUILDER** – In the event Builder commits a breach of a material provision contained in this Contract, prior to executing any remedy granted by this Contract or by law, Purchaser shall deliver written notice of such default to Builder. If Builder fails to cure the default within fifteen (15) days after receipt of the written notice of default, Purchaser may, but is not obligated to, terminate this Contract and recover the Initial Cash Payment and any Additional Cash Payments made pursuant to the Contract, this being Purchaser's sole and exclusive remedy available, all other remedies, causes of action and damages being waived. Purchaser hereby waives the remedy of specific performance, and Purchaser shall not seek specific performance in any action concerning, related to, or arising from this Contract. Purchaser shall not file a lis pendens or otherwise cloud the title to the Property in any manner. Notwithstanding any default by Builder, Builder may seek an injunction to remove any such cloud and recover any and all attorney's fees, costs of court and expenses for Purchaser's filing of a lis pendens or otherwise clouding title in any way such that it would prevent the free transfer of the property to any third-party with a fully insured title policy.

ii. **DEFAULT BY PURCHASER** – Upon occurrence of an act of default by Purchaser, as described in this Contract, Builder may, in Builder's sole and exclusive discretion, but is not obligated to, discontinue performance of this Contract and (i) terminate the Contract and retain the Initial Cash Payment and any Additional Cash Payment and/or payment for Change Orders as liquidated damages, such retention of funds being a fair measure of damages and same being difficult to calculate and not a penalty to either party, thereby releasing both parties from this Contract; or (ii) seek recovery of any and all damages suffered by Builder. If Purchaser refuses to close and Builder is not in default hereunder, Builder may pursue any all remedies provided under Texas law, including specific performance. The following matters constitute an act of default by the Purchaser:

- 1) Purchaser or Purchaser's agents or representatives fail to make any payments due under this Contract, including payment for any Change Orders;
- 2) Purchaser or Purchaser's agents or representatives unreasonably delay or unreasonably interfere with the Builder in the execution of the Work;
- 3) Purchaser fails to participate in the final walk thru inspection within five (5) days of notice from Builder, as provided in this Contract;
- 4) Purchaser or Purchaser's agents or representatives fail to perform any material agreement contained in this Contract;
- 5) Purchaser, or any person liable for the payment or performance under this Contract, files a petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, or applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of their estate or its assets;
- 6) Other Purchaser acts defined in this Contract as an act of default.

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10. **ALTERNATIVE DISPUTE RESOLUTION.**

A. **RE-PURCHASE OPTION** – Builder reserves the option to repurchase the Property pursuant to Section 27.0042 of the Texas Property Code, should Purchaser discover, during the first five (5) years after Closing, one or more defects in the construction of the Improvements that exceed in the aggregate two percent (2%) of the fair market value of the Property. Upon receipt of written notice and an opportunity for Builder to inspect the alleged defect(s), the Builder may elect to repurchase the Improvements and the Property by reimbursing Purchaser a sum equal to the Total Sales Price and closing costs, plus costs of any permanent improvements made by the Purchaser, reasonable moving fees, and reasonable attorney's fees incurred by Purchaser. In return, Purchaser shall deliver a General Warranty Deed conveying the Improvements and Property to Builder, free and clear of any lien or claim and deliver possession free of any casualty or damage caused by Purchaser, normal wear and tear excepted. This provision is intended to be in full compliance with applicable law and no modification is intended.

B. **MEDIATION-BINDING ARBITRATION** – Builder and Purchaser shall attempt in good faith to resolve promptly by negotiation any and all claims, controversies, and Disputes (as defined herein) arising under, out of, or relating to this Contract or the relationships contemplated hereby. If such negotiation is unsuccessful, any party (or their respective successors, assigns, affiliates, or heirs) by written demand on the other party may request that the Dispute be mediated, and all parties agree to participate in good faith in such mediation. Mediation is a condition precedent to any further dispute resolution between the parties, including arbitration or any litigation, proceedings or otherwise; and failure to mediate is a breach of this Contract. The mediation shall take place in Dallas/Fort Worth Metroplex, and the mediator shall be an attorney licensed to practice law in Texas. If the parties are unable to jointly select a mediator, one shall be appointed pursuant to the American Arbitration Association (“AAA”) applicable rules. The parties shall share equally any mediation fees and expenses. If such mediation does not result in a resolution of the decision, controversy or Dispute, such decision, controversy or Dispute shall be settled by binding arbitration by an arbitrator agreed upon by the parties in accordance with the procedures and conditions of the American Arbitration Association (“AAA”) – Construction Industry Rules, applying the AAA rules, procedures, and protocols determined by the arbitrator to be most applicable to the nature of the Dispute, as herein defined, including, where applicable, the Supplementary Rules for Residential Construction Disputes. Any such arbitration shall take place in Dallas/Fort Worth Metroplex. The term “Dispute” includes, but is not limited to, claims, disputes and/or causes of action arising in connection with: (i) this Contract, including the negotiation, formation, subject matter, breach, modification, cancellation, or termination thereof; (ii) development, design, construction, preparation, maintenance, or repair of the Improvements; (iii) marketing or sale of the Property; (iv) any representations, omissions, promises, or warranties, express or implied, alleged to have been made by Builder or Builder's representatives; (v) violations of any statute, including without limitation any claim under the Texas Deceptive Trade Practices Act or similar statutes or regulations; (vi) personal injury or damage; (vii) claims of fraud or misrepresentation; and/or (viii) any other agreement, transaction, occurrence or event giving rise to a disagreement over breach of legal duties, rights, or obligations which involve Builder and Purchaser and/or their respective agents, representatives, and/or assigns. The Parties agree that the following shall apply to all mediation/arbitration proceedings.

- 1) The Parties acknowledge and agree that a request for warranty performance is not to be construed as a notice of construction defect under the Texas Residential Construction Liability Act and that any notice under said action shall be separately sent to the Builder in the manner required.
- 2) Each Party shall pay its own attorney's fees and expenses of mediation and arbitration including, without limitation, expert fees and costs of production of materials, unless otherwise mandated as non-waivable by law. Fees and expenses of the mediator and arbitrator will be borne by the party initiating the mediation/arbitration, provided that if such party prevails by the arbitrator's award, the other party shall be responsible for fees and expenses of the mediator and/or arbitrator, unless prescribed by law. If the award recognizes validity to both parties' actions, responsibility for fees and expenses of the mediator and/or arbitrator shall be apportioned by the arbitrator. In as much as this Contract provides for mandatory mediation/arbitration of disputes, if any party commences litigation in violation of these provisions, such party shall reimburse the other parties to the litigation for their costs and expenses, including but not limited to attorney's fees, incurred in seeking abatement of such litigation and enforcement of arbitration.
- 3) The arbitration shall in all things be confidential and private, the parties hereto agreeing that no court proceedings or lawsuit is necessary for the resolution of a dispute hereunder, and that the breach of this confidentiality and privacy provision is a material term. The arbitration award or decision is final and may be confirmed, entered, and enforced as a judgment in a court having jurisdiction, subject to appeal only in

the event of the arbitrator's manifest disregard of the law, no evidence to support the award, or other such grounds for appeal of arbitration awards that exist by statute, common law, or the applicable rules of the administrative agency; however, no arbitration award will be allowed to be confirmed or filled for confirmation in any court of law, regardless of the applicable rules of the arbitration, before the expiration of 90 days after the award is issued and/or signed by the arbitrator and all rules related to the modification, clarification or otherwise in the arbitration proceeding are expired, and breach of this provision is a material term.

- 4) **ANY CLAIM, DISPUTE, OR CAUSE OF ACTION BETWEEN PURCHASER AND BUILDER MUST BE BROUGHT BY PURCHASER NO LATER THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION ACCRUES**, unless applicable law requires application of a different period of limitations. Unless proven otherwise, it is presumed that any such cause of action accrued on the Closing date, or if no Closing occurs, on the Acceptance Date. Any longer periods of limitations are hereby expressly **WAIVED** by the parties. An unsuccessful motion or action to stay an arbitration proceeding based on the position that it has been commenced after expiration of limitations does not waive any Party's right to have the underlying dispute resolved by arbitration.
- 5) Purchaser and Builder waive any and all claims, demands, and causes of action against one another to the extent that damages or costs of repair therefore are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Purchaser or Builder. Builder's warranty obligations, if any, exclude any costs or damages paid by Purchaser's insurance company or any other third party.
- 6) Under no circumstances shall Builder be liable for any special, indirect, or consequential damages, including claims of mental anguish, except as otherwise specifically set forth herein.
- 7) **IN THE EVENT THAT IT IS DETERMINED THAT THE ARBITRATION PROVISIONS OF THE FOREGOING ALTERNATIVE DISPUTE RESOLUTION ARE NOT ENFORCEABLE, THE PARTIES STIPULATE AND AGREE THAT EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COLLIN, STATE OF TEXAS AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, CAUSE OF ACTION, COUNTERCLAIM, OR CROSS-CLAIM IN ANY ACTION, PROCEEDING OR OTHER HEARING BASED UPON OR ARISING OUT OF THIS CONTRACT OR ANY DEALINGS BETWEEN EITHER PARTY RELATING TO THE SUBJECT MATTER OF THIS CONTRACT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT, AND THAT EACH OF THE PARTIES WILL CONTINUE TO RELY ON THIS WAIVER IN ANY RELATED FUTURE DEALINGS BETWEEN THEM. THE PARTIES FURTHER WARRANT AND REPRESENT THAT THEY EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THE PARTIES HERETO EXPRESSLY AGREE TO WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER RELATING TO THIS CONTRACT.**

11. **MUTUAL LIMITATION OF CLAIMS AND REMEDIES.** The Parties further desire pragmatic and logical limitations on claims and remedies to ensure effective and realistic dispute resolution. Accordingly:

- A. **LIMITATION OF CLAIMS / WAIVER OF SOCIAL MEDIA COMPLAINTS** – Under no circumstances shall either Party be liable for any special, indirect or consequential damages (including claims of mental anguish or otherwise) relative to any claim arising from or related in any manner to this Contract. Further, any action or claim, regardless of form, which arises from or relates to this contract, the work and/or the home is barred unless it is brought by the Purchaser or the Builder not later than two (2) years from the date the claim or cause of action accrued but in no event later than the shortest time period allowed under applicable law for the allowance of shortening of any such statute of limitations. The parties further agree to waive any right whatsoever to post complaints, derogatory narratives,

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uncomplimentary descriptions or otherwise on any social media or internet platform such as Facebook, Yelp, Ripoffreport, etc., and the parties further agree this provision is a material term.

**B. WAIVER OF SUBROGATION** – Builder shall carry insurance fully protecting the home during its construction and that after occupancy, the Purchaser shall secure and maintain insurance covering the risk of loss and damage to the home, however caused. The Parties and their successors, assigns and waive any and all rights of subrogation in favor of each other or their respective insurance companies with respect to any insurance policy for such insured losses or damage to the Improvements, home, its contents, of the Property, personal injury or death, including any such loss or damage arising from the negligence or fault of any party hereto or any claim or cause of action whatsoever. Once Purchaser has taken possession of the Property, Builder is released from any further obligation or duty for the maintenance of insurance coverage with respect to the Property and/or the care, repair, maintenance and condition of the Property and the Improvements.

**C. CONFIDENTIALITY AND NON - DISPARAGEMENT** – The Parties agree that any dispute related to this Contract and/or any termination, release, mediation, arbitration, or litigation related to this Contract shall be held in strict confidence between the Parties and will not be publicized or disclosed in any manner whatsoever; provided, however, that (a) the Parties may disclose this Contract in confidence to their respective attorneys, accountants, auditors, tax preparers and financial advisors, and (b) the Parties may disclose this Contract insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. The Parties agree to indemnify each other for loss or damage of any description or nature whatsoever, to specifically include attorney’s fees, accruing as a result of, or in any manner related to, any disclosure made in violation of this paragraph. Furthermore, in the event of termination of this Contract, Purchaser shall not make or distribute any negative or disparaging comments or materials to any potential customers of Builder or otherwise negatively interfere in any manner with Builder’s marketing and sale of homes in any manner.

12. **REAL ESTATE COMMISSIONS.** Builder shall not pay any real estate commission unless specified in this Real Estate Broker’s Fee Addendum attached hereto. Purchaser is solely responsible for any commission or other payment to Purchaser’s agent and/or broker which is not specified therein. Builder is not liable for payment of any commission if this Contract does not close for any reason, including termination by Builder and/or Builder default. Purchaser shall defend and indemnify Builder in the event of any claim by any agent, broker and/or third-party claiming any right to payment hereunder.

13. **CRITICAL DATES.** Builder has established deadlines to minimize construction delays and miscommunications in order to allow Builder to deliver Purchaser’s home in a timely manner. The Building Process Flowchart in this Contract has been completed in accordance with Builder’s standard construction schedule. Deadlines in the Building Process Flowchart are critical to ensure the orderly flow of construction and the failure of the Purchaser to comply with said deadlines may result in delays and/or additional expense to Purchaser. In addition to other remedies available in the event of Purchaser’s delay or default, Builder may charge Purchaser additional administrative fees for processing late changes, late selections, delays in executing change orders and/or selection revisions (made at Builder’s sole and exclusive discretion) after stated deadlines have passed.

**BUILDING PROCESS FLOWCHART**

Step No.	Activity	Completion Timeframe	Comments
1.	Loan Application Made to Lender	Prior to submission of Contract to Builder for approval.	Application for pre-approval should be started as soon as possible. Construction cannot commence and Contract cannot be executed until Purchaser’s lender has issued a mortgage loan pre-qualification approval letter, or proof of available funds, is provided to Builder.
2	Delivery to Builder of Lender’s Mortgage Loan Pre- Qualification Approval Letter	Prior to submission of Contract to Builder for approval.	Construction cannot commence and Contract cannot be executed until Purchaser’s lender has issued a mortgage loan pre-qualification approval letter, or proof of available funds, is provided to Builder.
3	Exterior Selections	Within 21 days after Acceptance Date	Exterior finishes must be submitted to Builder so that Builder can obtain necessary approvals from subdivision developer
4	Decorator Orientation	Within 21 days after Acceptance Date	Appointment made for interior selections

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Step No.	Activity	Completion Timeframe	Comments
5	Preconstruction Meeting	Within 60 days after Acceptance Date	Scheduled with Builder's representative to discuss specifications, custom changes and building process
6	Pre-Dry Wall Walk	Prior to installation of sheetrock	Review cabinets and mechanical roughs
7	Late Changes		Administrative fee of \$300 required
8	Purchaser Orientation and Final Walk Through	Approximately 7 days prior to Closing	Home is substantially complete at this time; Purchaser to complete punch list. Builder's representative will verify with Purchaser that any cosmetic details have been completed; any new items raised will be treated as a warranty request

\*Projected date above is for illustration only – sole discretion to change without approval from buyer.

14. **STATUTORY NOTICES.**

- A. **MANDATORY OWNERS' ASSOCIATION MEMBERSHIP** -The Property  is  is not subject to mandatory membership in an owner's association. If the Property is subject to mandatory membership in an owner's association, Builder notifies Purchaser under Section 5.012 of the Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, the Purchaser is obligated to become a member of the owner's association. Restrictive Covenants governing the use and occupancy of the property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the real property records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. Purchaser is obligated to pay assessments to the owner's association. The amount of the assessments is subject to change. Purchaser's failure to pay the assessments could result in a lien on and the foreclosure of the Property.
- B. **STATUTORY TAX DISTRICT** – If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Builder to deliver and Purchaser to sign the statutory notice related to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.
- C. **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER** - Notice required by Section 13.257 of the Texas Water Code: The real property described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at Closing of purchase of the real property.
- D. **TIDE WATERS** – If the property abuts the tidally influenced waters of the State of Texas, Section 33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included in the contract.
- E. **GULF INTRACOASTAL WATERWAY** – If the Property is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12 minutes, 19 seconds which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel, Section 31.025 of the Texas Natural Resources Code requires a statement to be included in the contract for conveyance of the Property.
- F. **PUBLIC IMPROVEMENT DISTRICT** -- If the Property is located in a public improvement district, Section 5.014 of the Texas Property Code requires Builder to notify the Purchaser as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code. The assessment may be

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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 assessment is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- G. **ANNEXATION** – If the Property is located outside the limits of a municipality, Builder notifies Purchaser under Section 5.011 of the Texas Property Code that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located with a municipality’s extraterritorial jurisdiction, Purchaser should contact all applicable municipalities.
- H. **PRIVACY AND TECHNOLOGY** - Buyer may elect for the installation of or the Improvements may have various technologies installed that in some form document, photograph, record, or otherwise capture data, images, video, or voice, of the Buyer, occupants, or invitees. All such information may be transmitted, sold or used without Buyer’s knowledge or consent. As a result, Buyer waives any claims against Seller regarding these various incorporated technologies and all claims of how any data captured by said technologies is published, distributed, sold, used, or misused.
- I. **NOTICE OF MILITARY INSTALLATION** - The subject property and the Improvements may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county or municipality in which the military installation is located.

15. **LAND USE AND ENVIRONMENTAL DISCLAIMERS.**

- A. **SUITABILITY OF BUILDING SITE/FOUNDATION** – Purchaser is advised that Builder may have contracted with one or more independent professional engineers (the “Engineer”) to (i) conduct soil testing, (ii) prepare an engineered foundation plan, and/or (iii) prepare a framing plan for use in constructing the home. Builder is not a professional engineer and has relied on the Engineer’s professional judgment as to the soils on the Property, the adequacy of the building pad, the foundation design, the framing plan, drainage, and/or the sufficiency or suitability of any retaining wall(s). The Builder’s reliance on such tests, reports, or plans, and the construction of the home by the Builder in substantial compliance therewith, shall relieve Builder from responsibility or liability for the raising, shifting, heaving, or settling of the soil and/or the home, and any consequential damage to the home and/or its contents.
- B. **ENVIRONMENTAL MATTERS** – Builder makes no warranties, express or implied, about the existing or future health hazards or environmental conditions on the Property, in the Improvements, or from adjacent sources, including, but not limited to, exposure to radon gas, electric and magnetic fields, shifting or instability of the soil and contamination of the Improvements or the surrounding air, water, or soil from any sources or in any manner. Purchaser is advised that the continued presence of moisture in the home (from leaks, condensation, spills, etc.) can cause the growth of mold, which may cause allergic reactions and other health problems in some individuals. Upon assuming possession of the Property, Purchaser is responsible for implementing an inspection and maintenance program for the discovery and elimination of moisture from the home that could give rise to the growth of mold or other conditions potentially detrimental to the functionality of the home or the health of its occupants. Any leak or the presence of moisture that is covered under the Express Limited Warranty will be addressed under that warranty, however, failure of the Purchaser to implement an effective maintenance program or the failure to promptly notify the existence of a warranty claim will negate the Builder’s responsibility (if any) for any property damage, personal injury, or other loss, damage or liability resulting directly, or indirectly, from the presence of mold or other harmful organisms.
- C. **ZONING DEVELOPMENT OR USE OF PROPERTY** – Purchaser acknowledges that (i) Builder has not made and does not make any representation, guarantee, or warranty as to current or future zoning, development or use of any property adjacent to or in the vicinity of the Property or subdivision in which the Property is located, (ii) no broker, agent, employee or representative of Builder has made or is authorized to make any such representation, guarantee, or warranty, (iii) Purchaser is relying on Purchaser’s own independent investigation and judgment of current or future zoning, development, or use of any other property, and (iv) current zoning or use of Property is not an assurance that zoning or use will not change in the future.

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- D. **ADJACENT LAND USE** – Builder is neither responsible for, nor has control of, the use of the land adjacent to or in the vicinity of the Property. Builder has no control over and is not responsible for any easements on, adjacent to, or in the vicinity of the Property. Purchaser understands that individuals, corporations, homeowner’s associations, and/or utilities may have specific rights granted in easements and other documents of public record, if any, including but not limited to access to and use of the land described within the document(s), even though the use may not be evident at the present time.
- E. **POSSIBLE ANNEXATION** – If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality’s extraterritorial jurisdiction, the Purchaser should contact all municipalities located in the general proximity of the Property for further information.
- F. **DRAINAGE** – Builder shall establish the necessary grades and swales to encourage proper drainage away from the home. Positive drainage away from the home is important for maintaining and ensuring that the foundation performs as designed. Purchaser acknowledges that it is Purchaser’s responsibility to maintain these grades and swales. It is understood that raised flowerbeds in drainage areas or around the foundation may adversely affect the Property, and Purchaser should guard against these and drainage problems in general.
- G. **TREES** – Neither Builder nor its sales representatives, employees, officers, or agents makes any warranty or representation concerning non-transplanted existing native trees (hereinafter, “Native Trees”) located on the Property including without limitation any warranty or representation as to the likelihood of survival or health of such trees. Purchaser agrees that Builder is not responsible for Native Trees and that Purchaser has no obligation to remove, replace, or treat any Native Trees. Purchaser acknowledges that some Native Trees may need to be removed in order to construct the Improvements and Builder may remove any trees that Builder, in its sole discretion, deems necessary or desirable to construction. Purchaser agrees that the final decision as to the removal or non-removal of any tree will be made by Builder, in its sole and exclusive discretion, and Purchaser hereby releases Builder from any liability resulting from any Native Trees or from any removal or non-removal of trees from the Property, including, without limitation any foundation problems resulting from any tree not removed.
- H. **DEVELOPER WORK** – Purchaser acknowledges that preliminary site work, to include but not limited to grading and construction of retaining walls, may have been performed by the developer of the subdivision, prior to Builder’s acquisition of the Property. Any claims relative to these items must be made directly to the developer. The Builder has relied on the representations of the developer as to the suitability of the work performed and does not make any independent representation or warranty of any kind to Purchaser with regard to work performed by the developer, its agents, servants, subcontractors or employees, prior to Builder’s acquisition of the Property.

16. **MISCELLANEOUS.**

- A. **SWIMMING POOLS** – On properties located in the Dallas-Fort Worth area, Builder may offer a swimming pool as an upgrade. A swimming pool may be included in this Contract only under the following conditions: (i) the pool must be constructed by a company approved by Builder since only approved companies have demonstrated the ability to work with Builder during construction without interfering with Builder’s construction schedule; (ii) unless Purchaser is paying cash for the Property and not obtaining a mortgage loan, Purchaser must have full loan approval, including appraisal, before construction of the pool begins; (iii) Builder (not Purchaser) will be the contracting party with the pool contractor since Builder is the owner of the Property until Closing and is at risk for pool construction costs; (iv) the pool type, design and full sales price must be stated in an Addendum signed by Builder and Purchaser. Purchaser may use a pool contractor other than one approved by Builder, but in such case the pool must be constructed after Closing, when Purchaser is the owner of the Property, and cannot be included in this Contract or be subject to any warranties by Builder.
- B. **INSULATION** – As required by Federal Trade Commission regulations, the information relating to the insulation installed or to be installed in the Improvements is as shown in the specifications.
- C. **DOCUMENT RELIANCE** – Purchaser is advised that Builder has relied upon written information from governmental agencies, official government records, and various other sources (e.g. professional engineers, architects, surveyors, and the developer of the subdivision in which the Property is located), in the design, development, inspection, approval, and construction of the Property, concerning matters about which these third parties and

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governmental agencies have special knowledge not possessed by Builder. This written information may include flood zones, development of adjacent land, environmental matters, suitability of the Property for residential use, manufacturer's warranties, and suitability of the materials incorporated into the Property. In constructing the Improvements, Builder will rely on these documents as being complete, adequate, and correct in all respects. **BUILDER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION, NOR SHALL BUILDER BE RESPONSIBLE FOR UPDATING OR SUPPLEMENTING SUCH INFORMATION.**

- D. **BACK UP OFFERS** – Unless expressly prohibited in writing by the Parties, Builder may continue to show the Property for sale, list the Property on MLS and to receive, negotiate, and accept back-up offers.
- E. **ROLLBACK TAXES** – If Builder's change in use of the Property prior to Closing or denial of a special use valuation on the Property results in additional taxes, penalties, or interest for period prior to Closing, such assessments are the obligation of Builder.
- F. **NO JOINT VENTURE** – Builder, in the performance of the Work, does so as an independent contractor. Nothing contained in or inferable from this Contract should be construed to make Builder the agent, servant, or employee of Purchaser, or create any partnership, joint venture, or other association between Builder and Purchaser.
- G. **OTHER PARTIES BOUND** – Purchaser and Builder each bind themselves and their respective heirs, executors, administrators, partners, successors, assigns, and legal representatives of such party in all matters related to this Contract.
- H. **RISK OF LOSS** – Should the Improvements and/or Property be partially or wholly destroyed by fire, windstorm, or other casualty prior to Closing, the Builder shall have the option of repairing any damage or terminating this Contract and returning to Purchaser the Initial Cash Payment and any Additional Cash Payment paid to Builder by the Purchaser. Builder's decision to rebuild the Improvements or terminate the Contract shall be communicated to Purchaser. If Builder elects to repair the Improvements, the damaged improvements shall be repaired within a reasonable time and Builder shall have no liability to Purchaser for any expenses or damages resulting from any delay in Closing. Purchaser agrees that it has no claim to or interest in any insurance proceeds attributable to the loss.
- I. **RECORDING AND CONFIDENTIALITY** - Neither this Contract nor any memorandum or addendum hereof may be recorded in any public records. The parties agree that this transaction is personal in nature and that all information related thereto is deemed to be confidential, to include but not limited to design specifications and modifications thereto; cost and pricing of the Improvements; contract negotiations, provisions, amendments and addenda; Builder concessions and allowances; warranties; communications between Builder and Purchaser of any description; and/or any claim, dispute, or grievance between the parties and any matter related to the disposition thereof (hereinafter the "Confidential Information"). The Parties shall not to discuss or disclose in any manner the Confidential Information to any third party without the express written consent of the non-disclosing party. Notwithstanding the foregoing, Confidential Information shall not, however, include any information which (i) was publicly known or made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of recipient; (iii) is already in the possession of recipient or its representatives at the time of disclosure; (iv) is obtained by recipient or its representatives from a third party without a known breach of such third party's obligations of confidentiality; or (v) is required by law to be disclosed provided that the disclosing party shall give the non-disclosing party prompt written notice of such requirement prior to such disclosure.
- J. **ASSIGNMENT** - No rights or obligations under this Contract may be assigned without the prior written consent of the other Party, except, with respect to Builder, to a successor or affiliated business entity, or Builder's construction lender.
- K. **TIME OF THE ESSENCE** – Time is of the essence in this Contract.
- L. **ENTIRE AGREEMENT** - This Contract, along with the Construction Documents and any Change Orders, comprise the complete and integrated agreement of the Parties between Builder and Purchaser, and supersedes all prior written or verbal agreements, representations, warranties, inducements, understandings, or promises between the Parties. In the event of any conflict between the provisions of this Agreement and any other written or verbal agreement, representation, warranty, inducement, understanding, or promise, the provisions of this Agreement control. Each Party

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to this Agreement acknowledges and agrees that no written or verbal agreements, representations, warranties, inducements, understandings, or promises that relate to the subject matter hereof and that is not embodied in this Agreement: (i) has been made by any Party or anyone acting on behalf of any Party; and (ii) shall be binding on any Party. Exhibits and addenda which are a part of this Contract are: (some may not apply)

- Real Estate Broker's Fee Addendum
- Special Provisions
- Change Order Addendum
- Notice of Membership in property owners' association
- Notice of Expansive Soils
- Release of Liability and Assumption of Risk Agreement
- Important Note to Texas Homeowners
- Acknowledgement of Receipt of the 2-10 HBW Express Limited Warranty
- Exclusions from Warranty Coverage
- Megatel Design Selection and Change Order Policy with Design Center Disclosure
- Residential Countertops Notice
- Care and Maintenance of Your Wood floors
- Floor Plan Handout
- Standard Feature Handout
- Pre-Qualification Letter
- MUD/PID Notice Addendum (if applicable)
- The Mega-Sale 6 Months Mortgage On Us Addendum
- Radiant Barrier Letter*

M. **CONTINUATION OF AGREEMENTS AND UNDERSTANDINGS** – The terms and conditions in this Contract survive the Closing and delivery of a deed, and are not superseded by the doctrines of merger or waiver.

N. **SEVERABILITY** – If any provision of this Contract is deemed or declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining provisions are not affected. If reformation is permitted under applicable law, such provision will be reformed only to the extent necessary to make it enforceable and enforced as if it had been in its reformed state when entered into.

O. **ATTORNEY'S FEES** – If Builder or Purchaser is the prevailing party in any legal proceeding or arbitration relating to this Contract, then, in addition to any other relief sought, such party shall be entitled to recover its attorney's fees and court/arbitration costs from the non-prevailing party. The "prevailing party" shall be deemed to be the party whose last written offer to settle the dispute most closely approximates the final award (excluding any award for attorney's fees, costs, and prejudgment interest that accrue after the offer was made). "Initiation of the proceeding/arbitration" means the date on which the Parties agree in writing to the selection of an Arbitrator or the date on which a Court of competent jurisdiction selects an arbitrator, orders the parties to arbitration, or denies a request to arbitrate.

P. **ESCALATION OF CERTAIN MATERIALS CATEGORIES** – Building materials, labor and manufactured products utilized in the construction of new homes can be subject to price variation based on local, regional, national and international supply and demand issues, and, additionally, catastrophic events including but not limited to pandemics, hurricanes, tornadoes, floods, earthquakes, war, terrorism, governmental mandates and orders, which can dramatically affect the price of delivered materials. Labor and categories of materials most commonly affected

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by these variations in supply and demand include but are not limited to turn-key contracts, plumbing, HVAC, flooring, electrical, insulation, windows, lumber, framing materials, sheet goods such as drywall, insulated wiring, soffit trim, plywood, OSB, structural members commonly referred to as 2x material, concrete and steel products, and petroleum-based roofing materials.. In the event that there is a price increase in the construction materials categories in excess of 10% from the average of similar labor or materials purchased by MEGATEL HOMES in the preceding 30-day period from the execution of this Contract or actual bid pricing, all of the excess charges exceeding the average of similar labor or materials purchase as set forth above or actual bid pricing will be passed through to Buyer, resulting in an increase in the Contract Sales Price with a change order to be executed by the Buyer.

- Q. **COUNTERPART AND FACSIMILE EXECUTIONS** – This Contract and any amendment or addendum that may now or hereafter become a part of this Contract, may be executed by facsimile signature(s) and in multiple counterparts. Signature pages of all parties to this Contract may be combined to form a single document.
- R. **NOTICES** – Any notice or demand permitted, required, or desired to be given concerning this Contract shall be in writing and is effective when received by the addressee (whether faxed, delivered, mailed, or transmitted by electronic mail). The addresses for notice are reflected under the signatures of the Parties.
- S. **COMMON FENCE DISCLOSURE** – Builder makes no implied or express warranties and takes no responsibility as to the condition, longevity, and/or stability of any shared common fence already installed on the Property and/or adjacent to the Property. Builder will not remove, replace, and/or make any repairs to any common fence installed prior to Closing unless required by building code, city inspections/requirements, or if builder elects to do so in Builder's sole discretion. Any and all fencing, walls or other improvements are not guaranteed or warranted to be on the adjoining property lines or wholly contained on one side of the property line or the other, and no claim or cause of action shall be had related to same.
- T. **IRC; GRADING AND DRAINAGE GUIDANCE; FLOODPLAINS** - Builder expressly notifies Purchaser that it is not obligated to comply with, and may not comply with, any International Residential Code (IRC) if the municipality's building code(s) in which the Property is located differs from the IRC. Without limiting the foregoing, Builder expressly notifies Purchaser that it is not obligated to comply with, and may not comply with, any IRC with respect to grading and drainage set forth in the IRC; Purchaser understands and acknowledges that Builder relies on the grading/drainage plan(s) approved and acceptable to the municipality in which the Property is located and/or approved by the engineer of record and/or the designing engineer for the subject Property and subdivision. Furthermore, Builder makes no representation and/or warranty with respect to the Property's location in or out of a floodplain. Purchaser understands and acknowledges that if the Property is situated in a floodplain based on the applicable survey and public records (e.g. FEMA maps), Purchaser may be required to obtain flood insurance at its cost. Additionally, Purchaser understands and acknowledges that if the Property is situated in a floodplain, Builder has no control over when the Property will be removed from the floodplain.
- U. **LIMITED CONSENT TO DISCLOSE PERSONAL INFORMATION.** Notwithstanding anything in the Contract (specifically including the confidentiality provision in Section 11(C)), in the event Purchaser desires to obtain financing for any portion of the Total Sales Price, Purchaser acknowledges and understands that Builder shall provide Purchaser's contact information, including but not limited to Purchaser's phone number(s), including but not limited to Purchaser's cell phone, and Purchaser's email address and a copy of this Contract to MCI Mortgage, Inc. (f/k/a RCM Mortgage, Inc.) for mortgage prequalification purposes. Purchaser acknowledges and understands that MCI Mortgage, Inc., is Builder's preferred lender, and that all potential purchasers of Builder's homes who seek financing must be prequalified for financing through MCI Mortgage, Inc. as part of Builder's ordinary and custom business practice. Purchaser freely consents to such disclosure and prequalification and acknowledges and understands that representatives from MCI Mortgage, Inc. may contact Purchaser by phone, cell phone, and/or email concerning obtaining a mortgage procured by MCI Mortgage, Inc. Purchaser is in no way obligated to use MCI Mortgage, Inc. to secure financing for the Property other than to obtain the prequalification approval acceptable to Builder in Builder's sole and exclusive discretion.
- V. **EXECUTION BY BUILDER** – This Contract and any Change Order or other agreement related to the Property is not binding upon Builder until accepted and executed by Builder's home office and delivered to Purchaser or its designated representative. The date the Contract is signed and accepted by Builder's home office is the "Acceptance Date". No other employee or agent is authorized to enter into any contract for construction of the Improvements and sale of the Property on behalf of Builder. **THE BUILDER IS NOT BOUND BY ANY STATEMENT, PROMISE, CONDITION OR STIPULATION NOT SPECIFICALLY SET FORTH IN THIS CONTRACT. NO REPRESENTATIVE OF BUILDER HAS ANY AUTHORITY TO MAKE ANY ORAL OR WRITTEN**

STATEMENTS THAT MODIFY, CHANGE, OR ALTER THE TERMS AND CONDITIONS OF THIS CONTRACT.

- W. **POST-CLOSING ACCESS** - Purchaser acknowledges that Builder may require access to the Property after Purchaser has acquired title to the Property at Closing to complete construction of the neighboring/adjacent residence(s). Accordingly, Purchaser grants Builder the right to access the Property after Purchaser acquires title to the Property for the purpose of completing construction of the neighboring/adjacent residence(s) until such residence(s) is/are complete. Such right to access includes any all rights appurtenant to the completion of the neighboring/adjacent residence(s), including but not limited to, the right to remove any fence on Purchaser's property, access the Property's yards, and place scaffolds on the Property for an extended period of time to complete construction of the neighboring/adjacent residence. Builder covenants and agrees that if Builder accesses the Property after the Closing has occurred for the purpose of completing the neighboring/adjacent residence(s), Builder shall keep the Property free and clear of any mechanic's liens and/or materialman's liens arising out of any of Builder's activities on Purchaser's Property. Builder shall indemnify Purchaser from any and all loss, including Purchaser's attorneys' fees, resulting from any mechanic's liens and/or materialman's liens on Purchaser's Property. Furthermore, Builder assumes any and all responsibility and liability for any damage to Purchaser's Property resulting from or arising out of Builder's access to Purchaser's Property after Closing for the purpose of completing the construction of the neighboring/adjacent residence(s). Additionally, and without limiting the foregoing, Builder agrees to indemnify, defend, and hold harmless Purchaser from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs, and expenses (including, without limitation, attorneys' fees and costs) (collectively, a "Claim") relating to the use of Purchaser's Property when arising out of or resulting from the acts or omissions of Builder and/or Builder's agents, contractors, officers, directors, attorneys, and employees in the construction of the neighboring/adjacent residence(s), provided, however, that the Claim was not caused by Purchaser. After Builder has completed construction of the neighboring/ adjacent residence(s), Builder shall at its cost, (i) remove Builder's personal property (or the personal property of the individuals or entities that performed work for Builder and accessed Purchaser's Property), and (ii) restore Purchaser's Property to the condition it was on in on the date and at the time of the Closing. Such restoration work shall include, without limitation, the repair or replacement of any structures, fences, driveways, drainage systems, lawns, landscaping, or other improvements on Purchaser's Property that belong to Purchaser and that are removed, damaged, or destroyed by Builder or Builder's affiliates, contractors, subcontractors, supplier, employees or agents. The rights and obligations contained herein shall survive the Closing. The Parties agree to and shall execute any and all further documents necessary or required, for which are reasonably requested by any of the Parties to effectuate and implement the terms of this provision.
- X. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**

[Signature Page to Follow]

RESIDENTIAL CONSTRUCTION LIABILITY ACT – 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.

**EXECUTED BY:**

Purchaser(s):

Purchaser Signature: B. Nookaraju Buddha

Printed Name: Nookaraju Buddha

Date: June 4, 2021

Purchaser Signature: \_\_\_\_\_

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

Date: June 4, 2021

Purchaser's Current Address:

709 Cowboys Pkwy #2021  
Irving TX 75063

Purchaser's Phone Number(s):

(925) 980-9530

Purchaser's Email(s):

nookaraju@gmail.com

#1004  
\$16,931

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatelhomes.com](mailto:contracts@megatelhomes.com)

APPROVED  
JUN 25 2021

Effective date: June 25, 2021

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# REAL ESTATE BROKER'S FEE ADDENDUM

Concerning the Property at

**3107 Grandview Drive**

(Street Address)

REAL ESTATE BROKER'S FEE: Builder and Buyer have heretofore entered into a Contract for construction of Improvements on and subsequent sale and purchase of the above described Property.

Agent Name: Ram Konara

Agent License #: 0495497

Broker Name: ReKonnection

Broker License # 9010467 represents Buyer.

Agent Phone Number: (469) 964-2033

Agent Email: rkonara@yahoo.com

Broker Address: 100 N Central Expressway Suite 913

Richardson, TX 75080

Builder agrees to pay a real estate (Commission) equal to Three percent (3 %) of the Total Sales Price less any Builder discounts or concessions.

Builder is not liable for payment of any other commission. Builder's obligation to pay the Commission is contingent upon payment of the Total Sales Price by Buyer. If Buyer fails or refuses to pay the full Total Sales Price for any reason other than a breach of this Contract by Builder, Builder shall only be required to pay a commission on the amount of the Total Sales Price actually paid (less any seller concessions). The Commission is payable upon at Closing (as defined in the Contract). In consideration of the Commission contemplated herein, Broker and Agent hereby covenant and agree to be bound by the Confidentiality and Non-Disparagement Agreements contained in the Contract, and the same shall apply between Broker and Agent and Builder.

ACCEPTED ON THIS June 4, 2021

B. Noor Khan

Purchaser

[Signature]

Purchaser

[Signature]

Realtor

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BUILDER:

**Megatel Homes, LLC**

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: contracts@megatelhomes.com

Effective date: June 25, 2021

FILED  
JUN 25 2021

APPROVED



# SPECIAL PROVISIONS

(For use with homes to be constructed on the Builder's Property)

Concerning the Property at

**3107 Grandview Drive**

(Street Address)

**SPECIAL PROVISIONS: THE FOLLOWING PROVISIONS ARE INCLUDED IN THIS CONTRACT AND WILL GOVERN AND SUPERSEDE ANY CONFLICTING OR INCONSISTENT PROVISIONS.**

- 1. No Swimming Pool Option**
- 2. Builder/Seller agrees to contribute up to \$5,000 towards buyer's closing costs and/or prepaids when using MCI Mortgage for closing and funding. If the buyer elects to use any other mortgage company for this purchase, no closing costs will be paid.**
- 3. Any promotion pricing changes or additions need to be memorialized in a written addendum or change order and signed by both parties to be effective. Any claim for promotion benefits without a signed addendum or change order is hereby waived.**

ACCEPTED ON THIS June 4, 2021

B. Noelle

Purchaser

Purchaser

Purchaser Initials B.N. Purchaser Initials \_\_\_\_\_

**BUILDER:**

**Megatel Homes, LLC**

Authorized Representative:

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatelhomes.com](mailto:contracts@megatelhomes.com)

Effective date: June 25, 2021

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JUN 25 2021

APPROVED

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# CHANGE ORDERS

(For use with homes to be constructed on the Builder's Property)

Concerning the Property at

**3107 Grandview Drive**

(Street Address)

Purchaser have heretofore entered into a Contract for construction of Improvements on and subsequent sale and purchase of the above described Property. Purchaser and Builder have further agreed to certain plans and specifications concerning construction of the Improvements. Purchaser desires to make certain changes in the plans and specifications as follows (describe with specificity the changes to be made to the construction):

**Items / Options already installed:**

1. Base Plan

**Items / Options to be installed:**

1. Pre-Engineered Wood floor ILO Tile 470 SF @ \$9 = \$4230  
Pre- Engineered Wood floors ILO Carpet 1390 SF @ \$8 = \$11, 120

**All items/options above are to be included in the Total Sales Price of \$ 564,350**

Purchaser and Builder have agreed that the cost for the changes described above (Change Order Cost) shall be \$ 0. Purchaser shall pay the Change Order Cost to Builder in cash or immediately available funds. Builder and Purchaser acknowledge and agree that the changes specified herein shall delay completion of the Improvements and the Projected Completion Date (as defined in the Contract) shall be extended by calendar days.

Builder shall not be obligated to commence any construction specified in this Change Order until the Change Order Cost is paid. This Change Order shall not be effective until signed by Purchaser and Builder the Change Order Cost is paid. Any Purchaser party (e.g., husband or wife) may sign the Change Order as agent for the other, and the signature of one Purchaser shall be binding on the other. If the Change Order Cost and all signatures are not three (3) business days from the date of this Change Order, this Change Order shall be void. In the event this Change Order is not accepted by Purchaser, Builder shall be reimbursed at \$100 per hour, with a minimum fifty dollars, for all expenses and effort incurred in the production of this Change Order. The reimbursement amount will be added to the Total Sales Price and paid by Purchaser at Closing. This Change Order concerns only the specific items referenced above. Builder has no obligation to stop work while this Change Order is being discussed.

ACCEPTED ON THIS June 4, 2021

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Purchaser

Purchaser

Purchaser Initials BNN Purchaser Initials \_\_\_\_\_

BUILDER:

Megatel Homes, LLC

Authorized Representative: APPROVED

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatelhomes.com](mailto:contracts@megatelhomes.com)

Effective date: June 20 .20 21

Stamp: JUN 25 2021

**NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION  
CONCERNING THE PROPERTY AT**

**3107 Grandview Drive**

(Street Address)

**Woodbridge**

(Name of Residential Community)

As a purchaser of property in the residential community in which this property is located, you are obligated to be a member of a property owners' association. Restrictive covenants governing the use and occupancy of the property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk.

**YOU ARE OBLIGATED TO PAY ASSESSMENTS TO THE PROPERTY OWNERS' ASSOCIATION. THE AMOUNT OF THE ASSESSMENTS IS SUBJECT TO CHANGE. YOUR FAILURE TO PAY THE ASSESSMENTS COULD RESULT IN ENFORCEMENT OF THE ASSOCIATION'S LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.**

Section 207.003 of the Texas 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, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information 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 property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

ACCEPTED ON THIS **June 4, 2021**



Purchaser

Purchaser

Purchaser Initials BNR Purchaser Initials \_\_\_\_\_

# NOTICE OF EXPANSIVE SOILS

(For use with homes to be constructed on the Builder's Property)

Concerning the Property at

**3107 Grandview Drive**

(Street Address)

Soil conditions vary greatly throughout all of the different cities, towns, areas, and communities located in and around Texas. Some areas, such as that where the subject home is or will be constructed, have expansive soils. Cracks appear in all foundations to a varying degree as a result of the concrete curing process and the movement of the slab caused by season moisture changes in the soil adjacent to the foundation.

It is important for you, as a homeowner, to keep consistent moisture levels around the foundation and the soil beneath it. To do this, industry standards suggest some or all of the following maintenance procedures should be followed:

- Check the ground around the foundation during rains or after watering the yard; no puddles should exist for more than forty-eight (48) hours. Fill in low spots with dirt so that water drains away from your home.
- Keep downspout extensions and splash blocks, if provided, in place. If not provided, install them and be sure that they stay in place.
- Do not change the grade of the soil around your foundation by building planters, raised beds, or other blocking construction which changes the drainage around the house.
- Be certain that all paving or patio slabs abutting your home slope away from the foundation. Check seasonally that they remain that way.
- Be cautious in your planting of trees, shrubs, and plants. Trees, in particular, can cause foundation problems if they are too close to the house.
- Do not water your foundation. Water your yard as needed to maintain a proper moisture level in the soil adjacent to the foundation.
- Do not allow water or sewer leaks of any type to continue. Check often for those kinds of problems.
- Maintain adequate drainage around the perimeter of your home at all times.

THE FOREGOING LIST CONSTITUTES NOTHING MORE THAN SOME SUGGESTIONS TO KEEP IN MIND WITH RESPECT TO YOUR NEW HOME, AND IS NOT INTENDED AS A WARRANTY, REPRESENTATION, OR ADVICE FROM BUILDER/CONTRACTOR OF ANY KIND WITH RESPECT TO ANY OF THE MATTERS SET FORTH ABOVE. BUILDER/CONTRACTOR STRONGLY URGES AND RECOMMENDS THAT YOU ENGAGE APPROPRIATE AND COMPETENT PROFESSIONALS TO CONSULT WITH YOU REGARDING ALL OF THE MATTERS SET FORTH ABOVE.

ACCEPTED ON THIS June 4, 2021



Purchaser

Purchaser

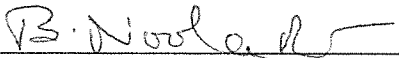
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# RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I ACKNOWLEDGE THAT I AM VOLUNTARILY AND OF MY OWN ACCORD VISITING A CONSTRUCTION SITE, COMMON ELEMENTS, MODEL HOMES, INCLUDING BUT NOT LIMITED TO EMPTY LOTS DEEMED FOR CONSTRUCTION, MANAGED AND/OR OWNED BY MEGATEL HOMES, LLC OR ITS AFFILIATES. I UNDERSTAND THAT CONSTRUCTION IS A HAZARDOUS ACTIVITY. I AM AWARE OF THE DANGER INVOLVED AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE.

  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

I also understand that under no circumstances am I allowed to visit the construction jobsite without prior approval from an agent of Megatel Homes or its affiliates. I also understand that I am required to wear proper safety equipment any time I am on the construction site. I have been informed that I am not allowed to do any type of construction activities on the jobsite at any time. As consideration for being permitted by Megatel Homes to visit the construction site, I hereby agree that I, my assignees, heirs, successors, distributees, guardians and legal representatives, will not make a claim against, sue, or touch the property of Megatel Homes and its affiliates, and their directors, officers, agents, employees, suppliers, contractors, or subcontractors for injury, illness, or damage resulting from my visit to the jobsite. I HEREBY RELEASE MEGATEL HOMES, LLC AND ITS PREDECESSORS, AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, THE ENTITY CONTRACTED WITH, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, CONTRACTORS, OR SUBCONTRACTORS FROM ANY AND ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, OR MY REPRESENTATIVES, NOW HAVE, OR MAY HEREAFTER HAVE, FOR INJURY, DEATH, OR DAMAGE, INCLUDING BUT NOT LIMITED TO ACTIONS, CLAIMS, OR DEMANDS RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY, OF MEGATEL HOMES, LLC AND ITS PREDECESSORS, AFFILIATES, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, CONTRACTORS, OR SUBCONTRACTORS. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE BROAD IN ITS EFFECT. I have carefully read this Release from Liability and Assumption of Risk Agreement, and I fully understand its contents. I am aware that this is a release of liability is a legal contract that it affects my legal rights. I am signing this document of my own volition and free will.

  
Purchaser's Signature

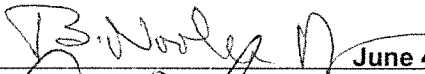
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Purchaser's Signature

**June 4, 2021**

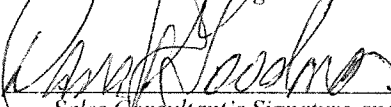
\_\_\_\_\_  
Signature of Parent/Guardian if Visitor is under Age 18

\_\_\_\_\_  
Date

My sales consultant has reviewed the New Buyer Guide with me and I have received a copy for my records.

  
Purchaser's Signature and Date **June 4, 2021**

\_\_\_\_\_  
Purchaser's Signature and Date **June 4, 2021**

  
Sales Consultant's Signature and Date **June 4, 2021**

Purchaser Initials B.N Purchaser Initials \_\_\_\_\_

## IMPORTANT NOTE TO TEXAS HOMEOWNERS

Soil conditions and climatic characteristics of the Texas area require that homeowners take routine precautions to protect their foundation. Most of the soil in this area is very expansive when taking on water. Conversely, if water is taken away, it will shrink. Soil engineers advise that the greatest expansion comes when totally dry soil suddenly becomes saturated. Light, even watering of the soils around the perimeter of the foundation at regular intervals is the best practice.

Your foundation is designed to float and will rise and fall vertically with changing soil conditions. If uniform moisture conditions of the soil are not maintained, one portion of your foundation will move more vertically than other portions and the foundation will bend or flex. This does not damage the foundation, but the walls of brick and sheetrock and floors of ceramic tile will not bend or flex with the foundation. These materials will show cracks under these conditions.

To minimize expansion and contraction of the soils, we recommend the following:

- When adding landscaping, be sure not to alter the positive drainage pattern established by Megatel, as you may direct irrigation rain water back toward the house and create uneven moisture at these locations.
- Check gutters and downspouts to be sure they are clear and deposit water so it will run off your lot properly, away from home.
- Don't design flowerbeds that trap water, make sure weep holes are installed.
- Don't build planters or curbs around beds that will become dams and hold water.
- Many plants and trees take great quantities of water from the soil and can cause uneven moisture. Irrigation systems will not provide sufficient water to feed a thirsty tree.
- Trees should be planted a distance as far away from the foundation as its potential height. Avoid fast growing and shallow rooted trees, they require more water.
- Should the soil become dry enough to pull away from the foundation, fill the gap with new soil. Do not attempt to fill them with water.
- Fences on property lines and around yards are normally located in primary drainage swales. Be sure the fence is above the ground allowing all water to drain properly.

Most importantly, maintaining drainage patterns away from the home's foundation and through drainage swales cannot be overemphasized. It is vitally important that you frequently review and maintain the drainage pattern as shown on the grade survey you received and signed at closing. Refer to this when adding landscaping, swimming pools, stacking firewood, locating doghouses or any object large enough to interfere with the flow of water in the drainage swales.

ACCEPTED ON THIS June 4, 2021

[Signature]

Purchaser

Purchaser

Purchaser Initials BAC Purchaser-Initials \_\_\_\_\_

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: APPROVED

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatellhomes.com](mailto:contracts@megatellhomes.com)

Effective date: June 25, 2021

# ACKNOWLEDGMENT OF RECEIPT OF THE 2-10 HBW EXPRESS LIMITED WARRANTY

This is to acknowledge that I have received a copy of the 2-10 HBW Express Limited Warranty located at 2-10.com/5307. I understand it contains important information concerning warranty coverage, exclusions, and procedures, that it is my responsibility to familiarize myself with the material in the Express Limited Warranty, and that I will be bound by the terms contained therein.

*Welcome to your new Megatel Home...*

Thank you for purchasing a Megatel Home. Our professional warranty staff is committed to providing you outstanding customer service while completing your repairs in a timely manner.

In the following pages, you will find exclusions from the Limited Warranty. In the following pages we will explain many characteristics common with a new home.

This information has been provided in an effort to set your mind at ease over incidents routinely experienced in the early months of homeownership. Knowing what to expect before it actually occurs will assist you in understanding events that might otherwise generate unnecessary concern.

Maintenance matters for which you are responsible are excluded in the Limited Warranty.

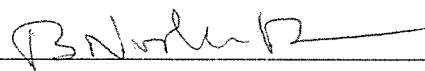
## How to Submit a Warranty Request via Website

- Go to [www.megatelhomes.com](http://www.megatelhomes.com)
- Hover the mouse over the Contact tab at the top right of the page. This will have a drop down list of items.
- Click on Warranty Request
- Depending on your closing date, click on the appropriate box to take you to relative warranty request submission page.
- Please make sure to fill out all spaces with the information it is asking for. This is important in assuring your submission gets to the correct person.

\*\*\*Megatel Homes does not accept third party inspection reports as a warranty service request. Please review this limited warranty to know the guidelines of coverage on your home. Third party inspectors can make recommendations regarding inside/outside repairs; however, they do not implement nor define the terms of our warranty.\*\*\*

All warranty requests must be submitted via the third-party warranty program requirements. Please be aware that no verbal agreements or commitment will be accepted.

ACCEPTED ON THIS June 4, 2021

  
Purchaser

Purchaser

Purchaser Initials  Purchaser Initials \_\_\_\_\_

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700


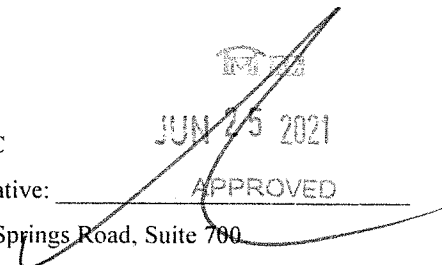
Dallas, Texas 75201

Email: [contracts@megatelhomes.com](mailto:contracts@megatelhomes.com)

Effective date: June 25, 2021

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JUN 25 2021  
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# EXCLUSIONS FROM WARRANTY COVERAGE

Megatel does not assume responsibility for any of the following, all of which are exclusions from any warranty obligation whatsoever:

1. Ordinary wear, tear, and deterioration of your home.
2. Appliances, fixtures, equipment and other items mentioned above (including their fittings, attachments, controls and appurtenances) which are determined to be "consumer products."
3. Loss or damage caused by failure to perform routine maintenance on your home or failure to keep and maintain the home in good repair and condition.
4. Defects, damages, changes, or alterations in items completed or installed by you or any person, subcontractors, agents, or agency under your custody or control or anyone not under the control of Megatel
5. Accidental loss or damage due to elements, including but not limited to, fire, smoke, lightning, hail, windstorm, snow, ice, heavy rains, and expansive soils.
6. Defects which are common characteristics to the materials used, such as (but not limited to) warping and deflection of wood, fading, chalking, and fading of paint due to sunlight; cracks due to the drying, curing, expansion, and contraction of concrete, stucco, plaster, bricks, and masonry; drying, shrinking, and cracking of caulking or conditions resulting from condensation.
7. Minor defects including: any and all chips, scratches, mars, and similar defects in tile, woodwork, walls, painting, porcelain, brick, countertops, mirrors, carpeting, marble, glass, and plumbing fixtures
8. Consequential, incidental, or secondary damages, including damage to any item, personal or otherwise, that was not supplied or installed by Megatel.
9. Conditions resulting from condensation on materials, expansion, or contraction of materials.
10. Paint applied over new or newly repaired interior surfaces
11. Accumulation or drainage of water in the vicinity of a drainage easement or natural drainage area.
12. Cracks, deflection, surface deterioration, separation of exterior concrete.
13. Landscaping, including sod, shrubs, plantings, and existing trees.
14. Loss or damage that you have not taken timely action to minimize.
15. Loss or damage caused by or resulting from (either directly or indirectly): accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges/failures, smoke, water escape, falling objects, aircrafts, vehicles, acts of nature, lightning, windstorm, hail, tornado, hurricane, mudslide, earthquake, volcanic eruption, or other natural disasters.
16. Loss or damage caused by or resulting from (either directly or indirectly): flood, extreme wind, surface, waves or bodies of water, or spray from any of these whether or not driven by wind), water from sewer or drain back-ups, changes in the water table not reasonably foreseeable at the time of construction, or water below ground surface (including water that exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs, or aquifers.
17. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement (excluding flood and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.
18. Loss or damage to the home, persons, or property directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.
19. Loss or damage resulting from the use of the home for non-residential purposes.
20. Any condition that does not result in actual damage to the home, including, but not limited to, inhabitability or health risk due to the presence or consequence of electromagnetic fields (emfs), radon gas, mold, formaldehyde, or other pollutants and contaminants; or the presence of hazardous or toxic materials.
21. Loss or damage caused by, or resulting from, the presence of moisture, rot, mildew, mold, or rust.
22. Loss or damage caused by, or resulting from, misuse, abuse, and/or neglect by you, your guests, tenants, or others not under the control of Megatel.
23. Bodily injury or damage to personal property.
24. Loss or damage caused by, or resulting from, abnormal loading of the load bearing components that exceed design loads as mandated by codes.
25. Bodily injury or damage to personal property.
26. Consequential damages including, but not limited to, costs of shelter, food, transportation, moving and storage, any other expenses related to inconvenience or relocation during repairs to the home, and any diminution of the home's market value.
27. If homeowner or owner's agent installs additional materials after close of escrow, Megatel Homes will not warranty any damage that may occur to the existing fixtures, structures, interior or exterior finishes.

The provisions and obligations of any warranty obligation shall not apply if there is any money owed to Megatel by Customer, and upon payment of all amounts owed the warranty coverage relates back to the Closing date.

Customer's independent home inspection reports will not become part of any warranty obligation, Builder is not obligated to respond to any such report and it is a condition precedent for consideration of any such report that the report cite the exact provision of applicable warranty and performance standard that is to be met, the finding and evidence of a violation of the warranty and performance standard and the proposed repair method.

ACCEPTED ON THIS June 4, 2021

B. Mark D.

Purchaser

Purchaser

Purchaser Initials BM Purchaser Initials \_\_\_\_\_

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatellhomes.com](mailto:contracts@megatellhomes.com)

Effective date: June 15, 2021

  
JUN 25 2021

APPROVED

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## MEGATEL DESIGN SELECTION, CHANGE ORDER, AND PLAN APPROVAL POLICY

Purchaser agrees to the following Design Selection and Change Order policy set forth by Builder. The Design Selection system and Change Order policy are implemented in order to carry on the building process in a timely manner and contain changes within reason. The Design Selection, Change Order, and Plan Approval Policies is as follows:

- Any and all structural changes must be completed at the time of the Contract (e.g., plumbing gas, foundation). **There will be no change to the structure after the Contract is written.**
- All changes deemed nonstructural by Builder must be priced and agreed to by Purchaser and Builder during the twenty- one (21) day selection period from the date of the Contract, at the pre-construction meeting.
- Any and all design changes from the Standard Feature List must be completed at the time the Contract is written if Purchaser chooses to include the cost of the change in the total sales price (e.g., wood flooring, granite counter tops, ceiling fans, low-voltage items, additional electrical, etc.). **There are no changes to the plan or selections after the pre- construction meeting.**
- Megatel Construction Managers and Sales Consultants will review all the design selections and Change Orders along with the plan redline at the Pre-Construction meeting which will take place after the final Design Selection Appointment. **There will be absolutely no changes (structural or nonstructural) after the Pre- Construction meeting and final approval.** Purchaser and Megatel representative will sign the plans and Selection Sheet for record at the Pre-Construction meeting.

### DESIGN SELECTIONS:

- Purchaser must complete all selections in the first twenty-one (21) days following the execution of the Contract unless otherwise specified in the Contract. Failure of Purchaser to complete all selections in the twenty-one (21) calendar days will result in Builder selecting the materials for Purchaser of comparable grade and quality.

### SELECTION APPOINTMENTS:

- All selection appointments are held only during weekdays at normal business hours at the community office of their home site unless otherwise specified by Builder and agreed upon by both parties. This gives Purchaser the undivided attention of the Sales Consultant to expedite the selection process in a timely manner. If the community does not have a community office at the time of the selections, the selection appointments will be held at the closest community's office unless otherwise specified by Builder and agreed upon by both parties.
- Purchaser will have two (2) preview selection appointments at the community office of their home site with the Sales Consultant. The two (2) preview selection appointments are scheduled to provide the opportunity for Purchaser to view the selections before they make their final selections.
- Purchaser will then have a Final Selection appointment to finalize all selections. After the final selection appointment any changes to the selection will be considered a Change Order.

### MATERIAL AVAILABILITY:

- In the case that a selection became backordered or was deemed unavailable, Purchaser will be notified promptly by Builder. If an item becomes unavailable, Purchaser will have three (3) calendar days to choose a replacement product of the same quality. If the Purchaser fails to choose a replacement for the unavailable item, Builder will choose a material of comparable color and style. If a selection item becomes backordered Purchaser will be given the option to delay the building process until the item is available or to choose a material of comparable color and style within three (3) calendar days.

### STANDARD FEATURES & UPGRADES:

All standard features for each community are listed on Standard Feature Sheet and also attached to the executed Contract signed (spec or inventory home are excluded) and initialed by both parties. Unless otherwise specified in the contract, the selections will be based upon that community's Standard Feature Sheet. During a preview or final selection appointment, if Purchaser chooses to upgrade a material to a higher quality the Sales Consultant will obtain a price for that item to Purchaser. If Purchaser agrees with the

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- upgrade pricing it will be written as a Change Order and will be paid separately from the sales price. Builder will not upgrade any items in the Change Order list prior to receiving the upgrade payment from Purchaser. The Change Order Fee (\$300.00) will not be charged if completed prior to the Final Selection appointment.

**CHANGE ORDERS:**

- No alterations, additions, or deletions will be made in the work or scheduled plans after the first twenty-one (21) calendar days from the point of execution of the Contract. To approve a proposed change in the first twenty-one (21) calendar days, both Purchaser and Builder must agree by signing a written Change Order request. For Purchaser to propose a change to Builder, he/she must present the change at a scheduled appointment (e.g., one of the selection preview appointments, pre-construction meeting, and/or final selection appointment) held during normal business hours. Requests for proposed changes from Purchaser will detail the nature of the changes to be made and must be in written form. Upon receipt of the request, Builder will present Purchaser with a proposal for the changes including the additional price of construction, items, or upgrades, the Change Order Fee (\$300.00), and any extensions to the Projected Completion Date.
- Any changes after the Final Design Selection appointment (or twenty-one (21) days after execution of the Contract), require approval from Megatel Corporate Management. There will be a significant Change Order Fee (\$300.00) for each change to the plan or selections in addition to the cost of the change (some structural changes may not be possible after execution of the Contract). The Change Order Fee (\$300.00) will apply per item and payment must be received by Builder at the time of the execution of the Change Order agreement. If Purchaser accepts, in writing, builder's proposal for changes, the Change Order will become a binding agreement and made an attachment to the Construction Documents. To the extent a conflict between a Change Order and the Construction Documents exists, the terms of the Change Order shall control. Any Purchaser party may sign the Change Order; the signature of one Purchaser shall be binding on the other.

**Design Center Disclosure**

1. I understand that due to the nature of natural stones, granite may vary in color and pattern style from the sample shown in the Megatel design center.
2. I understand that due to the nature of natural stone, exterior stone colors may be darker or lighter than the actual sample shown in the Megatel design center or seen on another Megatel Home.
3. Floor plans may vary from the actual handouts due to updates to the plan or customizations.
4. Materials may vary from those seen in the model. If something is on backorder or becomes unavailable, Megatel will substitute this material for something of equal value.
5. I understand that brick may have slight variations in color from the sample shown in the Megatel design center due to dye lots
6. I understand that tile may have slight variations in color due to dye lots.
7. I understand that if anything is discontinued, I will have to re-select from what is available.
8. I understand that once my design selections have been finalized, a \$300 change order fee will be assessed for EACH additional change order that is generated and must be paid in full before the change order will be executed.
9. I have read and understand the standard features that will be installed in my home.
10. I understand that there have been NO verbal agreements, and everything that has been agreed upon is stated in the Contract.

ACCEPTED ON THIS June 4, 2021

[Signature]

Purchaser

Purchaser

Purchaser Initials BMS Purchaser Initials \_\_\_\_\_

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Email: [contracts@megatellhomes.com](mailto:contracts@megatellhomes.com)

Effective date: June 25, 2021

Megatel  
JUN 25 2021  
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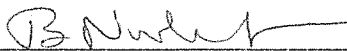
## Residential Countertops Notice

1. The sample shown to you at the time of your selection serves only to indicate in a general way the color, pattern, and texture are found in this color of stone and may vary from the slab countertops installed in your home. Color, tone, and pattern can vary **SIGNIFICANTLY** from samples. There is no standard variation and the difference may be noticeable!

**Your countertops will not be replaced due to variation from the samples.**

2. Natural Stone has many features to be aware of. You will probably notice small hairline veins, which are called "fissures". There will also be irregular mineral concentrations of color that vary in size. These are called "inclusions". Inclusions might be fairly circular in nature or they might appear to run through a portion of the countertop in somewhat of a straight line. Some stone slabs contain extremely tiny holes called "pits" which are too minute to be able to be filled by resin at the factory. In addition, some slabs contain "fill". Fill is essentially the combination of material and resin a polishing factory uses to fill a hole in the slab that is larger than a pit. Please be aware that fissures, inclusions, pits, and fill are all considered part of the distinctive and unique beauty of natural stone. Marble and travertine are especially likely to have pits, significant veining and fill. Also, honed finishes will not feel as smooth as that of a polished granite countertop. **Your counter tops will not be replaced due to any of these features.**
3. Maestro Marble and Maestro Quartz may contain part or all of these same characteristics as they are made from natural stone components. These are man-made products using natural quartz and marbles. Color tones and veins vary slightly between lots. More than 90% of these products are natural quartz or marble, so there may also be small foreign bodies in the slabs that are unavoidable. Small foreign bodies include specks or chips that may not be the majority of the color. These are most noticeable on uniform colors such as white, gray, and cream. Maestro products should not be used outdoors in direct sunlight.
4. No two pieces of stone, such as the pieces that make up a kitchen countertop, will be identical. The countertops or pieces within the countertop will not be replaced due to color, pattern or texture variation. Please note, for "high movement" stones, significant pattern variation may occur where pieces are seamed together. Maestro Marble and Maestro Quartz may contain these same characteristics as they are made from natural stone components. Natural stone tiles and may not match slabs of the same color since they were processed at a different time period.
5. All slabs for countertops comes in various sizes. Slab sizes of the same color vary from shipment to shipment. Hence, for large islands, in some cases a seam is required and in others a seam is not required. The largest granite slab is typically 108" x 58." Marble slabs are usually smaller. **If your island is larger than these standard sizes, expect a seam.** All countertop thickness can vary up to 1/8" due to the manufacturing process.
6. All countertop seams and lamination lines are visible and can be felt. Seams will be placed where necessary based on countertop layout and material size constraints. Even for the same plan, seam locations may vary due to slab size. Seams may vary in width and height from 1/16" to 1/8" depending upon installation requirements. There may also be minor "flakes" at seam joints due to the crystal composition of the material.
7. Your new Natural Stone and Maestro countertops have been treated with an impregnating sealer, which helps reduce the risk of the countertops from staining. Be aware that sealing will not eliminate staining. Any spills should be wiped off immediately to prevent stains from settling into the stone. It is recommended that an impregnating sealer be reapplied once a year for the countertops to resist stains and maintain its repellent characteristics. Highly acidic substances such as orange juice, coffee, vinegar, wine, mustard and many soft drinks can "etch" marble, limestone, travertine, Maestro Marble and even some granite which will leave a dull mark. General cleaners not specifically designed for natural stone are not recommended. These may etch away the polish, discolor the surface, scratch the stone or degrade the sealer. **There is no warranty against stains or etch marks.** Request a copy of Natural Stone Maintenance Guide for more information on how to care for your countertops.

ACCEPTED ON THIS June 4, 2021



\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

Purchaser Initials  Purchaser Initials \_\_\_\_\_

V.2021.2

33

## CARE AND MAINTENANCE OF YOUR WOOD FLOOR

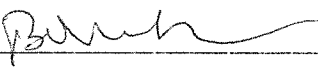
### An Ounce of Prevention

As with any floor covering material, a few moments of care and a little common sense can go a long way in keeping your new hardwood floor looking its best. Here are a few simple suggestions to make your floor care easier.

**Never mop or clean your hardwood floor with water or steam. Do not use wax, refreshers, polishes or Murphy's Oil Soap, as this may result in a loss of warranty. We do not recommend vinegar and water solutions.**

- If your floor abuts exterior doors, put outside doormats at the entrances to keep dirt and moisture from being tracked in. Inside you may want to add an area rug to further prevent dirt and moisture from being tracked onto your hardwood floor. Don't use foam back, coca fiber or plastic mats as they may discolor or scratch the floor. To prevent slippage of area rugs, use an approved RUBBER rug underlay from a reputable manufacturer.
- Sweep or vacuum your floor as often as required to remove loose dirt or grit before it can scratch the surface of the floor. Be careful, the beater bar or the sole plate of the attachment must not touch the floor!
- Wipe up spills as soon as possible, before they get sticky or dry. Remove dried spills with a cloth or pad dampened with PRO CARE CITRUS FLOOR CLEANER. Do not use general purpose citrus cleaning products.
- Use floor protectors on the feet of furniture to avoid scratches. There are several sizes of floor protector pads available. When moving heavy furniture or appliances slip a blanket or scrap of carpet face down under each foot and slide the furniture carefully. This will help avoid scratching and gouging.
- Certain type casters on furniture may damage hardwood flooring. Barrel-type caster wheels or wide flat glides are best for protecting your hardwood floor. If your furniture does not have the right type of caster, we recommend that you change them.
- A humidifier is recommended to prevent excessive shrinkage in wood floors due to low humidity levels. Wood stoves and electric heat tend to create very dry conditions. A humidity level of 40 to 50 percent and a temperature range of 60-80 degrees Fahrenheit is recommended. **To prevent cracks and gaps, solid floors will require the higher humidity level during the winter heating season.**
- In damp conditions, proper humidity levels can be maintained with an air conditioner or dehumidifier, or by periodically turning on your heating system during the summer months.
- **Spike or stiletto high heel shoes, especially those in poor repair, may cause denting and related damage to hardwood floors due to the extremely high compressive force they generate. Such footwear can produce dynamic loads in excess of 1000 pounds per square inch, even when worn by someone of slight of average build. Megatel will not accept claims for damages, which arise from such exposure.**

ACCEPTED ON THIS June 4, 2021

  
Purchaser

\_\_\_\_\_  
Purchaser

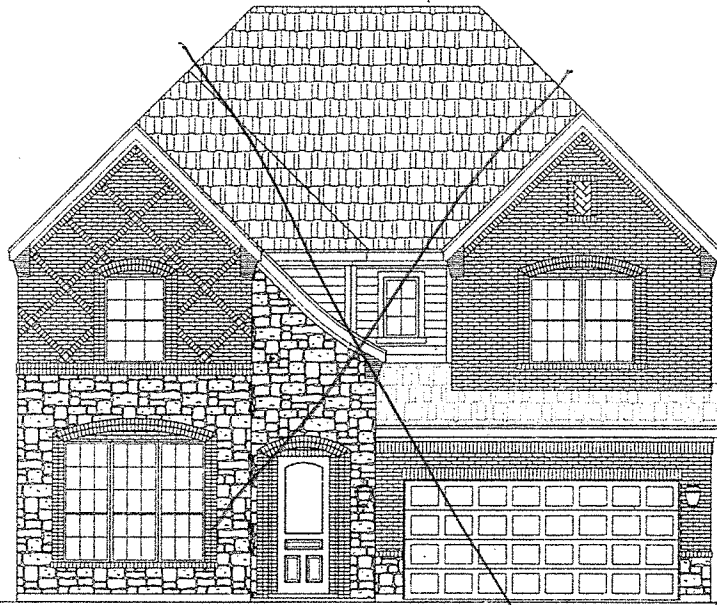
Purchaser Initials DNV Purchaser Initials \_\_\_\_\_

3109 Grandview Dr  
x BM x



# MADISON II

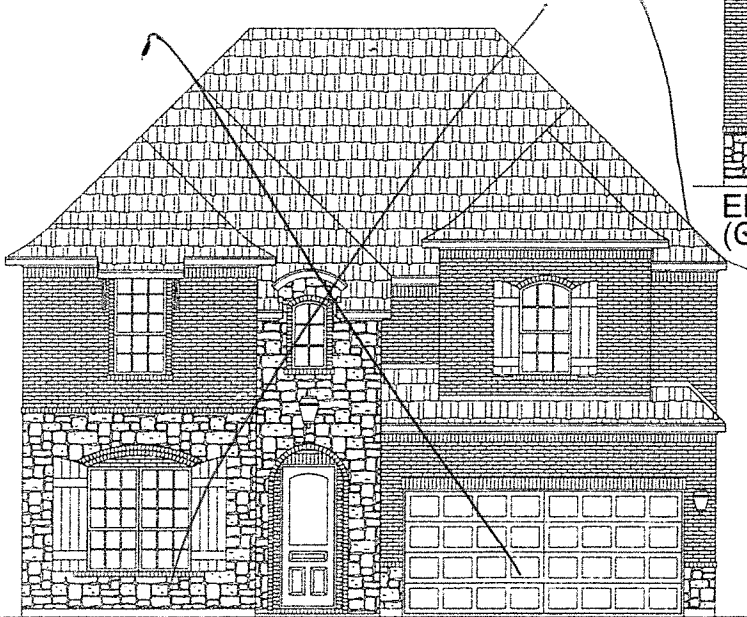
2893-4069



Elevation A  
(Opt. Stone shown)



Elevation B  
(Opt. Stone shown)



Elevation C  
(Opt. Stone shown)



REVISED 05/20/21

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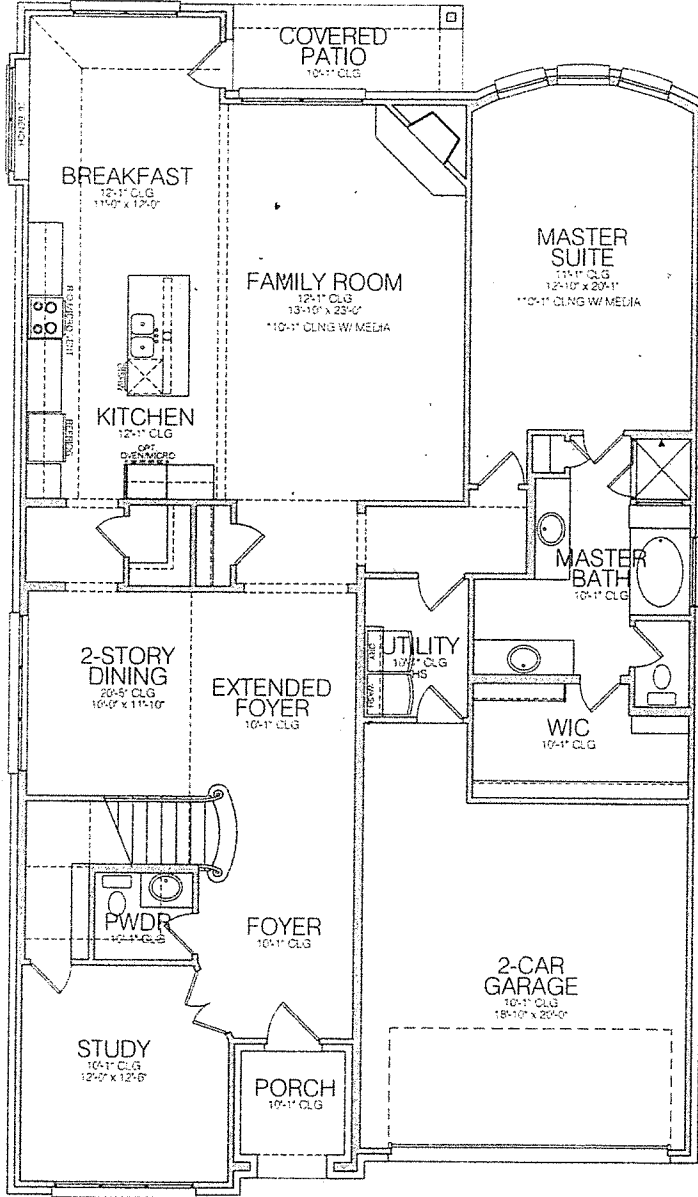
© 2019 Megatel Homes Inc. All Rights Reserved

3107 Grandview Dr.  
 X BM x

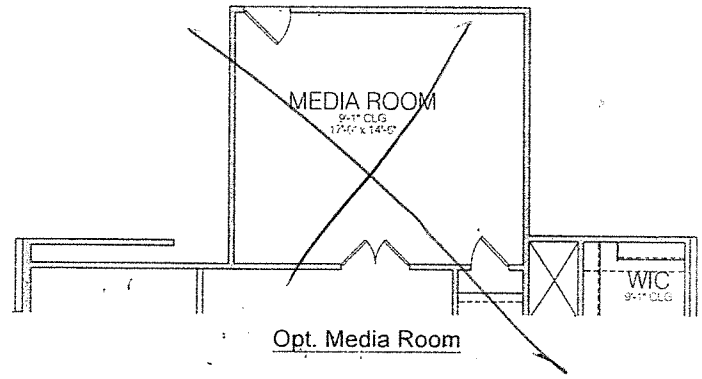


# MADISON II

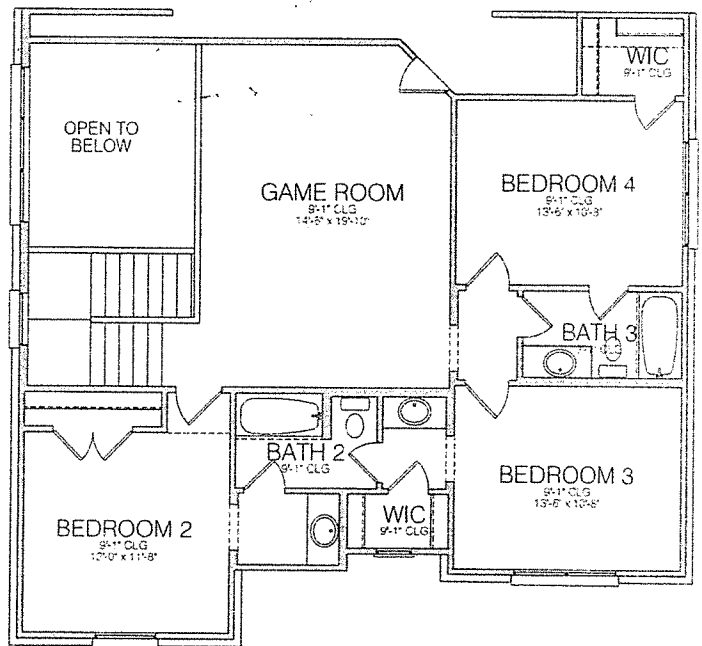
2893-4069



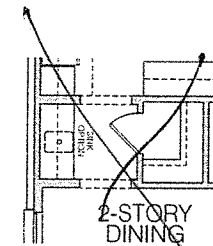
1st Floor Plan



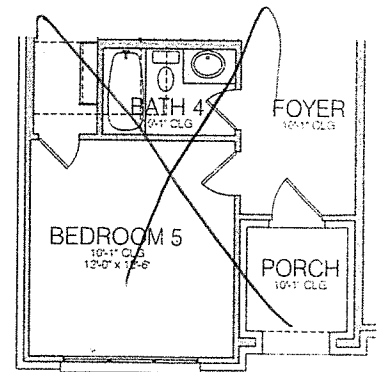
Opt. Media Room



2nd Floor Plan



Opt. Butler's Party



Opt. Bedroom 5  
 w/ Bath 4 ilo Study

Base Plan.....	3182 sf
Opt. Media Room.....	283 sf



REVISED 05/20/21

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3107 Grandview Dr  
X BMW X



Woodbridge - Single Family  
Bronze Standard Features  
Wylie, TX

### Luxurious Interior Features

- Moen® satin nickel finish plumbing fixtures
- Decorative splatter drag drywall texture throughout
- Rounded corner bead at high impact areas
- 5 1/4" baseboard molding throughout
- 3 1/2" door casing at first floor
- 2 1/2" door casing at second floor
- Built-in linen shelves with shoe rack and seasonal storage rods in master walk-in closets (per plan)
- Storage shelf with hanging rod in utility room
- 6'-8" smooth, two-panel square hollow core doors at first and second floors
- Crown molding at entry, family room, master bedroom, study and dining room
- Luxurious direct vent fireplace in family room with cast stone mantle, facing and hearth
- Carpeted stairwell with maple newel posts, handrails and turnouts with paint grade caps, risers and skirts
- Ceramic tile flooring at entry, gallery, kitchen/nook, powder bath, utility room, master bathroom and all secondary bathrooms
- Schlage® satin nickel finish door hardware
- Pedestal Sink in powder bath with rectangular mirror

### Master Suite Features:

- 36" base cabinets with raised panel or shaker style cabinet doors
- Full extension drawer guides
- Acrylic deep-wide oval slide in soaker tub with Moen® roman tub filler
- Oversized mud-set shower with designer tile shower surround
- Framed, 80" tempered glass shower enclosure with satin nickel finish
- Quartz countertop with double drop-in sinks and 4" quartz backsplash

### Kitchen Features

- **Custom Pre-finished Cabinets:**
  - 42" wall mounted upper cabinets with raised panel or shaker style cabinet doors
  - Full extension drawer guides
  - Cabinet over refrigerator
- Stainless steel under-mount sink
- High Arc, one-handle pull-down Moen® faucet with satin nickel finish
- 3 cm granite or 2 cm quartz countertops with designer tile backsplash
- **Whirlpool® "Smart" Stainless Steel Appliances**
  - 30" drop-in gas cooktop
  - 30" built-in single oven
  - Built-in microwave oven
  - Energy Star dishwasher

### Secondary Bath Features:

- Porcelain metal tub with designer tile shower surround
- 36" base cabinets with raised panel or shaker style cabinet doors
- Full extension drawer guides
- Quartz countertop with drop-in sinks and 4" quartz backsplash

### Warranty & Maintenance Program

- **Megatel Homes limited warranty and customer care program includes the following:**
  - 12 month workmanship warranty
  - 2 year mechanical program
  - 10 year structural warranty
  - Homeowner's complete maintenance manual

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3107 Grandview Dr

x BMR x



## Woodbridge - Single Family Bronze Standard Features Wylie, TX

### Exterior Features

- Taexx® Tubes in the Wall® Pest Control
- Beautiful select king sized, kiln-dried clay brick, per plan
- Pre-cast concrete address block
- 8'-0" solid core 6-panel fiberglass entry door with Schlage® keyless entry
- 8'-0" fiberglass, full-lite patio door with blind insert
- Owens Corning® 30 year shingles
- Fully textured/painted garage with 5-1/4" baseboards
- Insulated metal clad carriage garage doors
- 1/2 HP electronic garage door opener with 2 remotes
- Full rolled aluminum rain gutters at first floor
- Front balconies on select elevations (per plan)
- Exterior hose bibb at front & rear
- Brick front porch
- Broom finish concrete on patio, driveway, sidewalk and lead walk per community standards
- 6' cedar side-by side pre-finished wood fence per community guidelines
- Landscape inclusive of shrubs & plant material with Rainbird® smart irrigation system.

### Clare System Security Package

- Micro door contacts on all exterior doors into house
- Wireless motion sensor in family room
- Wireless keypad at garage entrance door into the house
- Clare doorbell camera on front porch
- Clare security panel in master closet
- Dual USB port at kitchen island
- One CAT5 data cable in master bedroom, gameroom, study desk and media room

### Engineering & Energy Efficiency Features

- Reinforced engineered post-tension foundation
- James Hardie® cementitious lap siding with limited lifetime warranty
- Radiant barrier roof decking
- Rinnai® tankless water heater
- All homes inspected & tested by an independent 3rd party to ensure that the homes meet the highest Energy Star standards
- Trane® 16-Seer rated high-efficiency central AC system
- Honeywell® programmable thermostat
- Confirmed HERS index generated for each home
- Low-E vinyl framed/dual panel windows with screens on operable windows
- Polyseal foam caulking insulation system around all exterior openings and penetrations
- R-15 blown-in fiberglass insulation in exterior walls
- R-38 blown-in fiberglass attic insulation

### Electrical Features

- Decora rocker style light switches
- Recessed can lights in kitchen, front porch, halls, media room, stairwell and patio
- Ceiling fan with light kit in family room
- Ceiling fan prewire in master bedroom, gameroom, study and all secondary bedrooms
- Front entry coach lights (per plan)

### Personalized Services

- **Prior to closing we perform:**
  - Quality assurance inspection program
  - Pre-close orientation and explanation of home owner maintenance

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Place check below and place on copier face down. Include copied page here and attach original check to the front of cover page

**NOOKARAJU BUDDHA**  
9831 VALLEY RANCH PKWY. W, APT. 1008  
IRVING, TX 75063-6489

32-61  
1110 363

1004

DATE 06/04/2021

PAY TO THE ORDER OF MEGATEL HOMES

Sixteen thousand and Nine hundred DOLLARS

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com

Thirty one

MEMO 3107 Grandview Dr

B. N. ... MP

⑆⑆⑆⑆0006⑆⑆⑆⑆ ⑆⑆⑆⑆786⑆⑆⑆⑆1004

(Be sure the Property Address and Initial Cash Payment is added to the memo section of the check)

Initial Cash Payment

Address of home being purchased 3107 Grandview Drive

City Wylie State TX Zip 75098

Purchaser Initials BW Purchaser Initials \_\_\_\_\_



Form A - Conditional Pre-Qualification Letter  
 This is not a loan approval or commitment to lend

Date **June 5, 2021**  
 Prospective Applicants **Nookaraju Buddha**  
 Mortgage Company **MCI Mortgage, Inc.**  
 NMLS ID# **279668**  
 Loan Details

Loan Amount (Base)	<b>536,132.00</b>
Qualifying Interest Rate	<b>3.125</b>
Term (Months)	<b>360</b>
Max Loan to Value Ratio	<b>95.000</b>
Loan Type and Descr	<b>Conventional Fixed</b>
Max Purchase Price	<b>564,350.00</b>

Mortgage Company  has  has not Reviewed the prospective applicant's credit report and credit score.

The prospective applicant(s) / applicant(s) have provided the mortgage company with the following information:

Income	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not applicable
Available cash to close	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not applicable
Debts	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not applicable
Assets	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Not applicable

Based on the information that the prospective applicant(s) / applicant(s) have provided, the mortgage company has determined that the prospective applicant(s) / applicant(s) is eligible and qualified to meet the financial requirements of the loan.

This is not a loan approval or a commitment to lend on the terms described in the Loan Details section.

Approval of the loan requires:

1. Receipt of a complete loan application and all supporting documents requested;
2. Lender verification of the information that the prospective applicant(s) / applicant(s) has provided;
3. The prospective applicant's / applicant's financial status and credit report to remain substantially the same until the loan closes;
4. The collateral for the loan to satisfy the lender's requirements;
5. The loan, as described, to remain available in the market;
6. The prospective applicant(s) / applicant(s) to execute all documents the lender requires;
7. The following additional items (list): If any, they will be attached.

This conditional pre-qualification expires on: 06/10/2021

*Patrick OKeefe*

Residential Mortgage Loan Originator Name

2101 Cedar Springs Rd, Ste 720  
 Dallas, TX 75201

Mailing Address  
 Phone: 972-666-4420

patrick.okeefe@mcimortgage.com  
 MLO Email  
 MLO NMLS ID# 265723

## PID/MUD Forms

1. You only need to submit the PID/MUD form if the community you are selling in is located in a Public Improvement District or Municipal Utility District. Replace this page with your community's specific PID or MUD forms and number the pages in the bottom right corner: 41A, 41B, etc.
2. Have your buyer initial or sign each page accordingly.
3. If your community is not in one of these districts, this page needs to be initialed by the buyer(s) and remains as part of the contract.

**N/A**

**THE MEG-SALE 6 MONTHS MORTGAGE ON US  
ADDENDUM TO RESIDENTIAL CONSTRUCTION  
CONTRACT**

Concerning the Property at

**3107 Grandview Drive**

(Street Address)

Builder and Buyer have heretofore entered into a Residential Construction Contract ("Contract") for the above described Property. In addition to the terms set forth in the Contract, the Parties further agree as follows:

1. The Credit amount is six months' worth of Buyer's ordinary mortgage interest plus principal payments, up to a maximum total amount of \$30,000. Additional principal paydowns The Credit will be applied as a reduction in purchase price, credit toward upgrades, and/or closing costs at Buyer's election.
2. No cash payments will be made to Buyer.
3. This Credit may not be combined with any other offers or promotions except for MCI Mortgage's \$5,000 Closing Cost Incentive.
4. This addendum must be executed contemporaneously with the signing of the Contract to be valid.
5. The exact dollar amount of the Credit will be calculated prior to closing upon receipt of finalized loan information.
6. Credit is subject to any lender or government approvals or limitations.
7. This Promotion is only valid when using MCI Mortgage for closing and funding.

ACCEPTED ON THIS June 4, 2021

B. Norder

Buyer

Buyer

Buyer Initials BNR Buyer Initials \_\_\_\_\_

**BUILDER:**

Megatel Homes, LLC

Authorized Representative: \_\_\_\_\_

Address: 2101 Cedar Springs Road, Suite 700  
Dallas, Texas 75201

Email: [contracts@megatelhomes.com](mailto:contracts@megatelhomes.com)

Effective date: June 25, 2021

RECEIVED  
JUN 25 2021  
LOVED

AREA CALCULATIONS	
LOT AREA	8400 SF
SLAB COVERAGE	2643 SF
% BUILDING COVERAGE	31.5 % COVERAGE

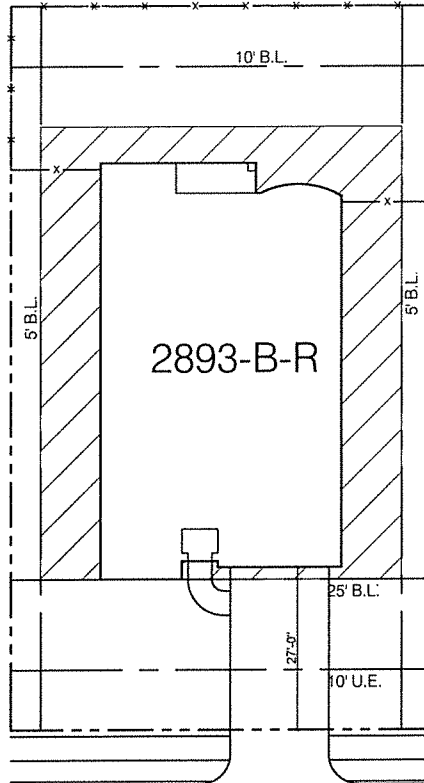
\* THE PERCENT CALCULATION IS A REFERENCE TO THE COVERAGE AS A PERCENT ESTIMATION OF THE SQ FT. COVERAGE OF ANY GIVEN STRUCTURE FROM THE TOTAL SQ FOOT OF THE LOT AREA.

NOTE: THIS LOT FIT EXPIRES ON 06-14-21 AND WILL NO LONGER BE VALID AFTER THIS DATE. ALL CONTRACTS MUST INCLUDE A VALID LOT FIT AND BE DATED ON OR BEFORE THIS EXPIRATION DATE OF THE LOT FIT. PLEASE REQUEST A NEW LOT FIT IF CURRENT ONE IS NO LONGER VALID BEFORE SUBMITTING A CONTRACT. CONTINGENT ON HOA & CITY APPROVAL.

 PAD LOCATION

 RETAINING WALL

THIS LOT FIT IS FOR BUYER CONTRACT ONLY, DOES NOT APPLY TO SPEC HOUSES.



# 3107 GRANDVIEW DRIVE


LOT: 8      BLOCK: P

CUSTOMER SIGNATURE: \_\_\_\_\_  
 DATE: 06 / 09 / 2021

*Bank*

NORTH  
 SCALE: 1" = 20'-0"

LEGEND	B.L. - BUILDING LINE
	D.E. - DRAINAGE EASEMENT
	P.A.E. - PEDESTRIAN ACCESS EASEMENT
	S.S.E. - SANITARY SEWER EASEMENT
	T.E. - TRANSFORMER EASEMENT
	U.E. - UTILITY EASEMENT
	W.M.E. - WALL MAINT. EASEMENT
	M.E. - MAINTENANCE EASEMENT
	V.E. - VISIBILITY EASEMENT
	E.J.-EXPANSION JOINT
	-EXPOSED AGGREGATE CONCRETE

BUILDER: MEGATEL HOMES	DATE: 06-07-21	 <b>MEGATEL HOMES</b> PLOT PLAN
ADDITION: WOODBRIDGE	DRAWN BY: SF	
ADDRESS: 3107 GRANDVIEW DRIVE	CITY: WYLIE, TX.	
LOT: 8      BLOCK: P	PLAN: 2893      ELEVATION: B	
PHASE: 22A	SWING: RIGHT	
OPTION:	<small>NOTE: ARCHITECTURAL PLANS TAKES PRECEDENCE OVER ALL DRAWINGS. ALL FINAL DECISIONS REFER TO PLANS PROVIDED BY MEGATEL ARCHITECTURAL DEPARTMENT. PLOT PLAN IS APPROPRIATE PLACEMENT ONLY. BUILDER CAN VARY DUE TO ACTUAL BUILDING CONDITIONS. BUILDER IS FULLY RESPONSIBLE FOR ADHERING TO ANY AND ALL BUILDING LINES OR EASEMENTS OF RECORD OR THAT MAY NOT BE NOTED ON THE RECORDED PLAN. BUILDER TO CONFIRM THAT THIS LAYOUT HAS NO CONFLICTS WITH THE INLETS OF UTILITY SERVICES. FINAL SURVEY WILL SHOW PLACEMENT OF HOUSE AND ALL FLATWORK, SUCH AS SIDEWALKS AS PRESCRIBED BY THE BUILDER. FLATWORK IS ONLY A REPRESENTATION.</small>	



May 7<sup>th</sup>, 2021

Re: Radiant Barrier Roof Decking

Dear Valued Homebuyer:

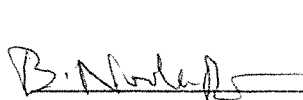
Due to the recent national shortage and/or unavailability of Radiant Barrier roof decking, Megatel Homes, LLC., has partnered with DPIS Builder Services to ensure a comparable alternative exceeds local Energy Codes. As a result, DPIS Builder Services has confirmed increasing each homes attic insulation continues to allow your home to remain Energy Star Certified.

Thank you in advance for your patience and understanding as we all continue to navigate together through current unprecedented demand and the challenges of building your new dream home. We look forward to your home being completed and welcoming you into the Megatel Homes Family.

Sincerely,

Megatel Homes, LLC.

I have read and understand the information and accept.



Signature

06/04/2021

Date

\_\_\_\_\_

Signature

Date

Texas

USA  
TX

DRIVER LICENSE



4a DL 41056969 9 Class C  
4a Iss 02/05/2019 4b Exp 03/03/2025  
3 DOB 03/03/1974  
1 BUDDHA  
2 NOOKARAJU KRISHNA VARAHA NAG

8 709 COWBOYS PKWY #2021  
IRVING TX 75063

12 Restrictions A 9a End NONE  
16 Hgt 5'-08" 15 Sex M 18 Eyes BLK  
5 DD 18110980128045985199

*Buddha*