

RESTRICTIVE COVENANT AND AGREEMENT
(Conventional or FHA/VA Contract of Sale)
TRINITY/LO/33697dfw

This Restrictive Covenant and Agreement ("Agreement") is made this 11 day of DEC, 20 20,
by Brendan Newcott and Thuy Dang
of 7213 York St. North Richland Hills, TX 76180 [address] (collectively,
"Owner") and Scott Sandlin Homes, Ltd. d/b/a Sandlin Homes of 5137
Davis Blvd., North Richland Hills, TX 76180 ("Builder").

RECITALS:

WHEREAS, Owner is the current owner of the following described property situated at
7213 York St. North Richland Hills, TX 76180 (the "Property"),
and more particularly described as follows:

LEGAL DESCRIPTION:

**Lot 3, Block 11, Cambridge Estates, an addition to the City of North Richland Hills, Tarrant County, Texas,
according to the plat thereof recorded in Document No. D217220808, Plat Records, Tarrant County, Texas.**

WHEREAS, Owner purchased the Property and Improvements (hereinafter defined) from Builder; and

WHEREAS, the undersigned acknowledge that it is the policy of the State of Texas to encourage the
peaceable resolution of disputes through alternative dispute resolution procedures; and

WHEREAS, Owner acknowledges that Builder has provided an express limited warranty on the
Improvements; and

WHEREAS, to the fullest extent permitted by applicable law, Owner desires to and does hereby waive and
release any implied warranties given by, through or under Builder relating to the construction of all improvements in
the Property (the "Improvements") including but not limited to any implied warranty of good and workmanlike
construction and further stipulates that this Agreement **SHALL RUN WITH THE LAND.**

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the undersigned hereby acknowledge, agree, and stipulate the
following:

1. The parties specifically agree that they have entered into a transaction that involves interstate
commerce and that any dispute (whether arising in contract, warranty, tort, statutory or otherwise) (the
"Dispute"), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or
relating to, any contract and any amendments thereto between Builder and Owner, the Property or
Improvements, or any dealings between the Owner and Builder; (b) any controversy, dispute or claim arising
by virtue of any representations, omissions, promises or warranties alleged to have been made by Builder or
Builder's representative; and (c) any personal injury or property damage alleged to have been sustained by
Owner on the Property or in the subdivision in which the Property is located, shall first be submitted to
mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as
provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and
not by or in a court of law. All decisions respecting the arbitrability of any Dispute shall be decided by the
arbitrator. In no event shall Owner be initially required to pay arbitration costs and fees in excess of those
that would have been incurred in filing suit in a court of law and effecting service of process.

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The requirement that the parties submit any disputes between them to mediation and, if that does not resolve the dispute, binding arbitration is absolute and enforceable despite there being no signature by either party on this page of the Agreement. The parties, by their signatures at the end of this Agreement, agree to arbitration as if their signatures appeared on the page where arbitration is made part of the agreement.

2. **WAIVER OF TRIAL BY JURY: IN THE EVENT THAT IT IS DETERMINED THAT THE ARBITRATION PROCEDURES OF THE FOREGOING ALTERNATIVE DISPUTE RESOLUTION AGREEMENT ARE NOT ENFORCEABLE, THE PARTIES STIPULATE AND AGREE THAT ANY AND ALL DISPUTES BETWEEN THEM SHALL BE RESOLVED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY WHERE THE PROPERTY IS LOCATED WITHOUT THE USE OF A JURY AND THE RIGHT TO A TRIAL BY JURY IS HEREBY EXPRESSLY WAIVED BY OWNER AND BUILDER. THE PARTIES FURTHER AGREE THAT THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE (1) THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY; (2) THE DEFAULT OF THIS AGREEMENT BY EITHER PARTY; OR (3) ANY CLOSING AND DELIVERY OF DEED.**

3. OWNER AND BUILDER ACKNOWLEDGE THAT THE RESIDENTIAL CONSTRUCTION LIABILITY ACT ("RCLA") APPLIES TO CONSTRUCTION DEFECTS AND ANY DISPUTES OR CLAIMS REGARDING CONSTRUCTION DEFECTS IN CONNECTION WITH THE IMPROVEMENTS. OWNER AND BUILDER UNDERSTAND THAT THE RCLA CONTAINS PROVISIONS TO EXPEDITE THE RESOLUTION OF CLAIMS. OWNER AND BUILDER ALSO ACKNOWLEDGE AND AGREE THAT A REQUEST FOR WARRANTY PERFORMANCE SHALL NOT BE CONSTRUED AS A NOTICE OF CONSTRUCTION DEFECT UNDER THE RCLA, AND THAT ANY NOTICE UNDER THE RCLA SHALL BE SEPARATELY SENT TO BUILDER IN THE MANNER REQUIRED BY THE RCLA. OWNER AND BUILDER ACKNOWLEDGE THAT THE RCLA CONTROLS TO THE EXTENT OF ANY CONFLICT BETWEEN THE RCLA AND ANY OTHER LAW, INCLUDING THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SUBCHAPTER E, CHAPTER 17, TEXAS BUSINESS & COMMERCE CODE (the "DTPA"), AS PROVIDED BY THE RCLA AND THE DTPA.

4. OWNER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE/SHE/THEY HAS/HAVE REVIEWED AND UNDERSTANDS THE PROVISIONS CONTAINED HEREIN.

5. Owner hereby agrees, acknowledges and stipulates that EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE ONLY WARRANTY OR WARRANTIES GIVEN BY BUILDER TO OWNER RELATING TO THE PROPERTY OR IMPROVEMENTS ARE DESCRIBED IN THE EXPRESS WARRANTY PROVIDED THROUGH STRUCSURE HOME WARRANTY (THE "LIMITED WARRANTY") A SPECIMAN COPY OF WHICH HAS BEEN PROVIDED TO OWNER BY BUILDER AND OWNER HEREBY EXPRESSLY ACKNOWLEDGES RECEIPT OF SAME. OWNER AGREES AND UNDERSTANDS THAT, PURSUANT TO THE AGREEMENT BETWEEN OWNER AND BUILDER, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER IS WAIVING ANY CLAIM OR CAUSE OF ACTION UNDER ANY THEORY OF IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION AND ANY SUCH IMPLIED WARRANTY IS EXPRESSLY REPLACED BY THE TERMS OF THE LIMITED WARRANTY INCORPORATED BY REFERENCE INTO THE CONTRACT BETWEEN OWNER AND BUILDER. OWNER ACKNOWLEDGES THAT THE TERMS OF SUCH LIMITED WARRANTY ARE CLEAR, SPECIFIC AND SUFFICIENTLY DETAILED TO ESTABLISH THE ONLY STANDARDS OF CONSTRUCTION WHICH BUILDER IS OBLIGATED TO MEET.

6. During the first five (5) years of this agreement, should Owner discover one or more defects in the construction of the Improvements and the reasonable cost to repair such construction defect(s) in or related to the Improvements that are the responsibility of Builder exceeds 30% of the then current fair market value of the Improvements, as determined without reference to the construction defect(s), Builder may elect to repurchase the Property in accordance with Section 27.0042 the Texas Property Code. If the Builder elects this option, the Owner

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shall be reimbursed the total contract price and all closing costs incurred by Owner, plus reimbursement of the cost of any permanent improvements made by the Owner to the Improvements and the Property, reasonable moving expenses to vacate the Improvements, and reasonable and necessary attorney's fees and inspection costs incurred by Owner to discover, identify and present the construction defect(s) to the Builder. In return, Owner will deliver a Special Warranty Deed conveying the Property and Improvements to Builder, free and clear of all liens and claims and deliver possession of the Improvements and Property to Builder free of any casualty or damage caused by Owner, normal wear and tear excepted. This right of election shall survive the completion of the Contract between Owner and Builder and the delivery of the deed to the Property from Builder to Owner, and shall be binding on Owner's successors and assigns.

7. Builder hereby transfers to Owner all rights, interests and title to all express or implied warranties on "Manufactured Products" incorporated into the Improvements. As used herein, the term "Manufactured Products" has the definition set forth in StrucSure Home Warranty. Owner hereby agrees, acknowledges and stipulates that Builder makes NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING SUCH MANUFACTURED PRODUCTS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF USE FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY STATE OR FEDERAL LAW.

8. Builder has exercised reasonable care in assuring that the Property and Improvements are free of harmful molds and other undesirable organisms; however, even utilizing modern materials, techniques and designs, any construction project can experience a problem with molds and other biological impurities if proper maintenance procedures are not implemented. Such maintenance is a responsibility of Owner. The Owner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- a. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth. Once mold is brought into the home, its spores can spread to other areas of the home.
- b. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- c. Keep the humidity in the home low. Ventilate kitchens and bathrooms by opening the windows, using exhaust fans, or running the air conditioning to remove excess moisture in the air. Promptly clean up and dry spills, condensation, and other sources of moisture. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- d. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
- e. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional.
- f. Electronic air filters that may assist in effective air filtration and dehumidifiers to maintain humidity levels are available at additional cost from numerous vendors.

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Whether or not a home experiences mold growth depends largely on how it is maintained. The Builder has not made, created or extended (nor does it intend to make, create or extend) any warranty or any other expectancy, either express or implied, in regard to any mold or other biological impurities.

9. Owner shall secure and maintain insurance covering risk of loss and damage to the Improvements. The parties hereby agree to waive all subrogation rights that each may have against the other for such insured losses or damage to the Improvements, its contents, or the Property, including any such loss or damage arising from the negligence or other fault of either party. If Owner receives any consideration from a third party, including, but not limited to, an assignee or subrogee, in settlement or payment for any dispute, Owner shall indemnify Builder for any claims asserted against Builder by such third party, regardless of any allegation of Builder's negligence, strict liability, breach of contract, breach of warranty or violations of the Texas Deceptive Trade Practices-Consumer Protection Act.

10. Owner understands that the Property has been or will be graded by Builder to drain in accordance with an approved grading and drainage plan. Any future construction on the Property by Owner (including pools, spas, fences, landscaping, etc.) can disrupt the drainage and cause flooding, excessive settlement and other problems. Any changes after conveyance of the Property from Builder to Owner in grade or soil conditions and any damages or loss resulting therefrom shall be Owner's sole responsibility and Owner hereby releases Builder, its agents and employees, from any and all liability and/or damages which may arise as a result of such changes.

11. Owner and Builder agree that this Agreement shall be filed of record in the appropriate real property records of the County in which the Property is located.

12. Owner and Builder further stipulate that this Agreement **SHALL RUN WITH THE LAND.**

13. By execution of this Agreement, (i) Owner acknowledges that the Improvements have been completed in accordance with the contract between Owner and Builder or that any discrepancies or differences have been approved and accepted by Owner and (ii) Owner has accepted the Property and Improvements and hereby releases Builder from all claims and liabilities relating to the Property or Improvements except for Builder's obligations arising under the express Limited Warranty described above.

14. Owner and Builder agree, acknowledge and stipulate that, except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, officers, directors, shareholders, representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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Buyer TD
(Conv/FHA/VA)

and Seller [Signature]

[Signature]
Owner; Brendan Newcott

[Signature]
Owner; Thuy Dang

Address: 7213 YORK STREET
NORTH RICHLAND HILLS, TX 76190

BUILDER: SCOTT SANDLIN HOMES, d/b/a
Sandlin Homes

By: [Signature]
Printed Name: SCOTT SANDLIN
Its: authorized rep.

Address: 5137 Davis Blvd., North Richland Hills, TX 76180

Unofficial Copy

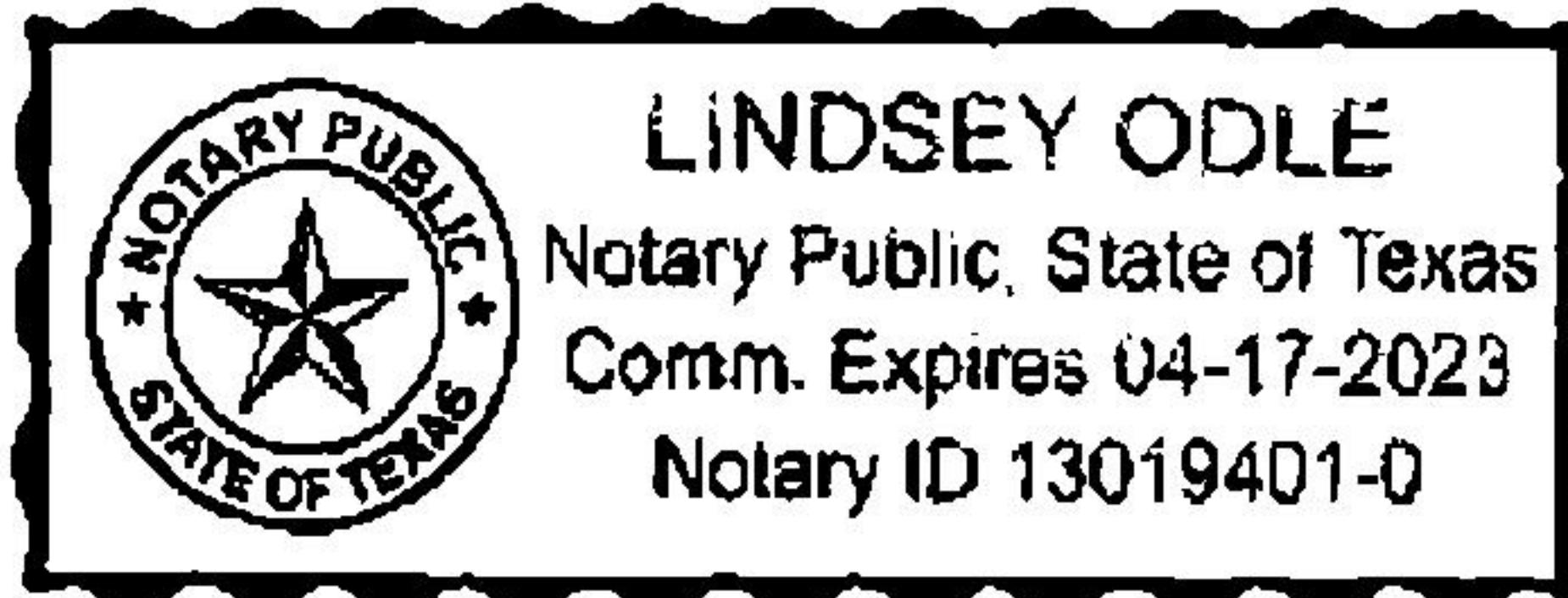
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STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 11 day of Dec, 2020 by Brendan Newcott (Owner).

Personalized Notary Seal



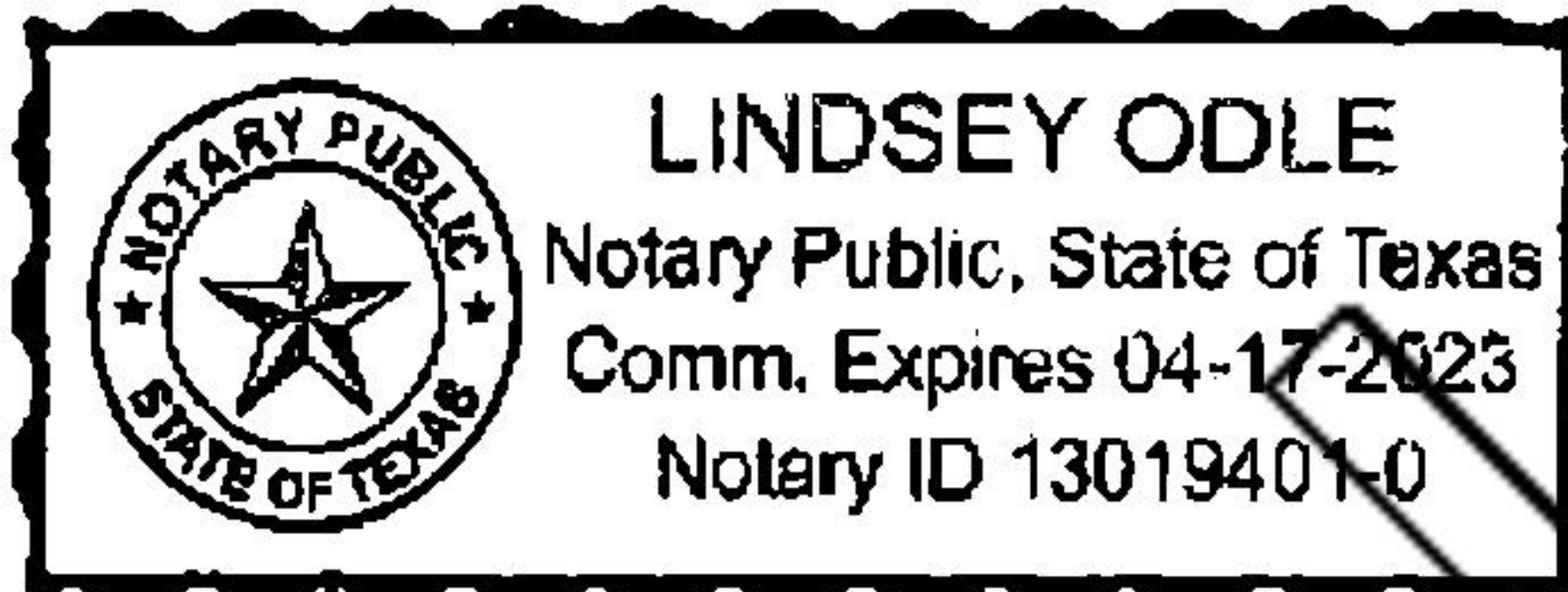
Lindsey O
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 11 day of Dec, 2020 by Truy Dang (Owner)

Personalized Notary Seal



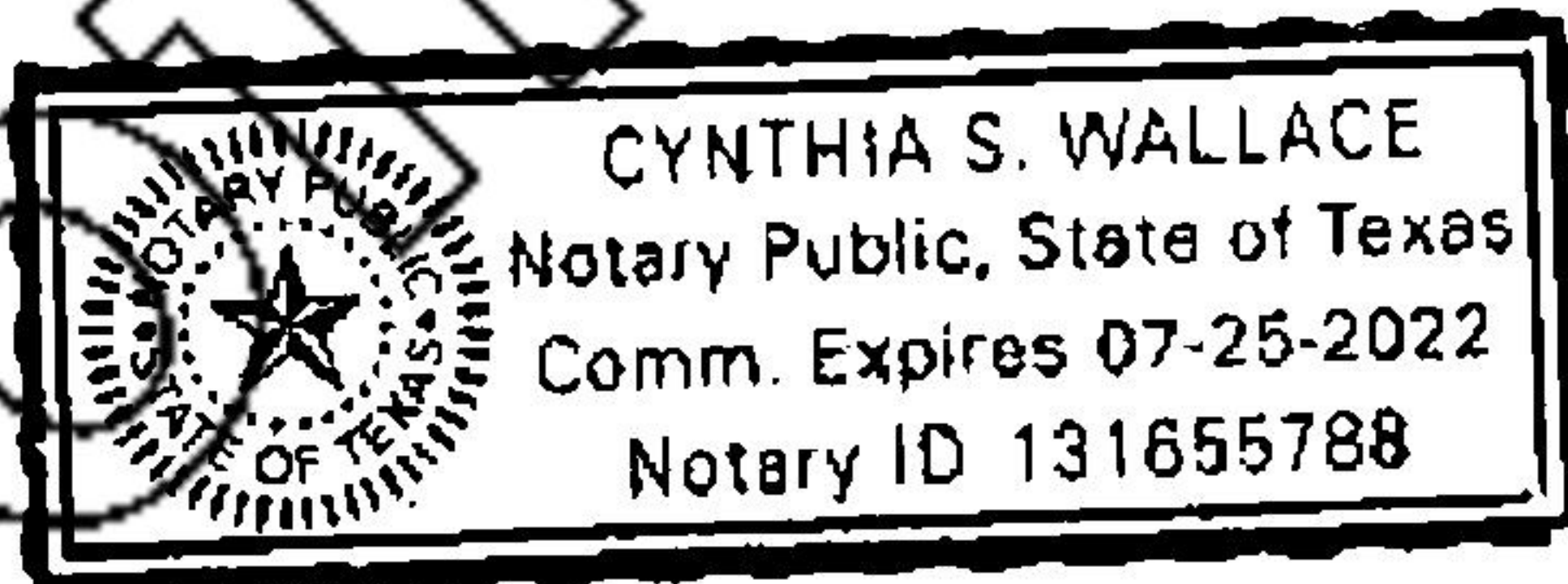
Lindsey O
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11th day of Dec, 2020 by Scott Sandlin, manager of Scott Sandlin Homes d/b/a Sandlin Homes, on behalf of said entity

Personalized Notary Seal



Cynthia S. Wallace
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

d/b/a Sandlin Homes
5137 Davis Blvd
North Richland Hills, TX 76180

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