



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

18307 Beaverdell Dr

Tomball

(Street Address and City)

Westbourne HOA (832) 515-1943

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES: Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ **75.00** and Seller shall pay any excess.

D. DEPOSITS FOR RESERVES: Buyer shall pay any deposits for reserves required at closing by the Association.

E. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Allison Skelton

Buyer

Seller **Allison Skelton**

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-8. This form replaces TREC No. 36-7.

Note: This notice should be given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see Note below.

Notice to a Purchaser of Real Property in a Water District

NOTICE FOR DISTRICTS THAT ARE NOT LOCATED IN WHOLE OR IN PART WITHIN THE CORPORATE BOUNDARIES OF A MUNICIPALITY OR THE EXTRATERRITORIAL JURISDICTION OF ONE OR MORE HOME-RULE MUNICIPALITIES

The real property, described below, that you are about to purchase is located in the Northwest Harris County MUD #15 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.60 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$n/a on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$39,660,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$25,275,000.00.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$n/a. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows:

Lot 70 Block 7 Westbourne Section 2

Allison Skelton

04/30/2019

Signature of Seller
Allison Skelton

Date

Signature of Seller

Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Signature of Purchaser

Date

Signature of Purchaser

Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide on or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2017" for the words "this date" and place the correct calendar year in the appropriate space.



TRI-TECH SURVEYING CO, INC.

5320 GULFTON ~ SUITE #1

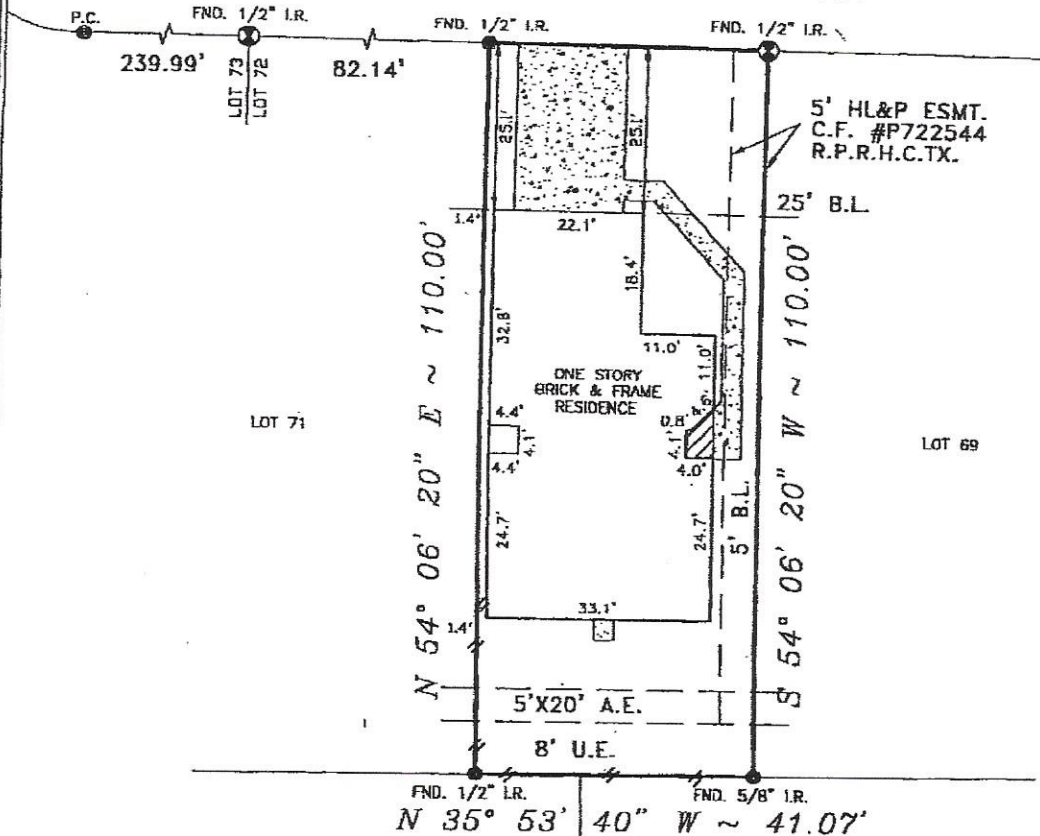
HOUSTON, TEXAS.

77081

PHONE: (713) 667-0800

18307 BEAVERDELL DRIVE (60.00' R.O.W.)

S 35° 53' 40" E ~ 41.07'



5' HL&P ESMT. C.F. #P722544 R.P.R.H.C.TX.

25' B.L.

ONE STORY BRICK & FRAME RESIDENCE

LOT 71

LOT 69

N 54° 06' 20" E ~ 110.00' S 54° 06' 20" W ~ 110.00'

N 35° 53' 40" W ~ 41.07'

HL&P AGREEMENT PER CLERK'S FILE N-330890 R.P.R.H.C.TX.

AN ACCESS & SIDE YARD LAND MAINTENANCE ESMT. 5' WIDE ALONG & ACROSS THE LOT ADJACENT TO ZERO LOT PL. PER CLERK'S H-552158, ANNEXED BY J-668398. R.P.R.H.C.TX.

5' INTERIOR SIDE PROPERTY LINE BUILDING LINE PER C.F. #G071434 R.P.R.H.C.TX.

B.S.B.L. FOR GARAGE OR OTHER PERMITTED ACCESSORY BLDG. LOCATED 70' FROM THE FRONT LOT LINE MAY BE LOCATED 3' FROM SIDE LINE. PER CLERK'S G-071434, R.P.R.H.C., TX.

ZERO LOT LINE ACCESS ESMT PER C.F. #H-952158 ANNEXED BY J-668398 R.P.R.H.C.TX.

NOTE: PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES IF ANY.

BEARINGS SHOWN REFERENCED TO: S35° 53' 40" E ALONG BEAVERDELL DRIVE

LEGEND

CONCRETE	IRON FENCE	CONTROLLING MONUMENT
COVERED	WOOD FENCE	CHAIN LINK FENCE
ASPHALT		

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES OR RESTRICTIVE COVENANTS AS SHOWN HEREON ARE DEFINED BY TITLE COMMITMENT NO. 98118806 PREPARED BY STEWART TITLE, DATED 11-12-98.

I, the undersigned registered professional land surveyor, do hereby state that the plat shown hereon represents a boundary survey made on the ground under my direction and supervision on the parcel of land, according to the map or plat thereon, indicated below.

BOUNDARY SURVEY OF

LOT 70, BLOCK 7 OF WESTBOURNE SECTION 2 RECORDED IN VOL. 324 PG. 61, MAP RECORDS, HARRIS

COUNTY, TEXAS BORROWER: DEBORAH S. HANNA TITLE COMPANY: STEWART TITLE G.F. NO. 98118806 SURVEYED FOR: JMC HOMES, INC.

FIRM MAP NO. 48201C PANEL NO. 0240J ZONE: 'X' REVISED 11/6/96 DATE: 12-23-98 SCALE: 1" = 20' JOB NO. J268-98



Signature of Burton G. Gore and SURVEYOR REGISTRATION stamp.