

Cartus Contract Guide and Checklist

CARTUS CANNOT SIGN A CONTRACT WITHOUT A COMPLETE CONTRACT PACKAGE

Seller is CARTUS FINANCIAL CORPORATION

1. All applicable pages of the **Third Party Contract** are complete. Signed, initialed, and dated by the buyer/co-buyer. Please be sure the property address is complete and accurate. Seller name on the contract must be Cartus Financial Corporation. This includes all Addendums, exhibits, etc.
 Included
2. The seller will not pay for amended boundary coverage as described in Paragraph 6 A (8). "(ii) will not be amended or deleted from the title policy" should be checked.
3. Buyer must purchase a new survey. The seller cannot, and will not, provide an existing survey and will not pay for a new one.
4. There is NO Option Period. Please see the Texas Relocation Addendum, Paragraph G, for the ten day inspection period provided to the buyer at no cost.
5. **Seller's Real Estate Disclosure (SRED)** – This document lists all of the disclosures, receipts, and if applicable, any inspections completed or pending. This document must be initialed on the lines to the left of each listed item on page 1 & 2 and signed/dated by buyer(s) on page 3.
 Included
6. The **Cartus Affiliated Business Disclosures** – This document disclosures all Cartus business relationships. Buyer(s) must sign and date the last page – Only the last page must be returned to Cartus.
 Included
7. The **Non-Occupancy Disclosures** signed, initialed, and dated by the buyer/co-buyer. *Only applicable when states disclosure is required. Cartus stamped this as a Non-Occupant Owner. Exception to this rule is California. CA Property ID services this purpose.* The Non-Occupant Disclosure is Cartus' disclosure as seller of the property
 Included
8. The **Cartus Lead Paint Addendum** is initialed and signed by the buyer(s) and the Listing Agent. The buyer(s) must initial next to #4 & #5 and check either A or B. The buyer(s) must then sign and date next to #8. The Listing Agent must initial next to #6 and sign and date next to #7. * (Only needed when house is build prior to 1978).
 Included N/A
9. The **Pre-Qualification Letter** is on letterhead including the lender's contact information, and must reference either the sales price or property address being sold. If $\geq 90\%$ financing, the letter must also reference the loan amount or LTV.
More than \$1 million = the letter needs to have evidence that the lender evaluated & reviewed the buyers credit worthiness.
 Included N/A
10. **Proof of Funds (POF)** – If this is a CASH deal, we require POF to be on Financial Institution letterhead, include the buyer(s) name and support the full sales price. *NOTE* POF is also required if the buyer's down payment is \$100,000 or greater.
 Included N/A
11. Attached is a copy of the **Earnest Money Check** based on the purchase price.
\$300,000 or less = minimum of \$1000.00
Greater than \$300,000 - \$500,000 = minimum of \$5000.00
Greater than \$500,000 - \$750,000 = minimum \$10,000
Greater than \$750,000 = minimum 5% of sales price
 Included & meets guidelines Pending Receipt
 Included, but does NOT meet guidelines, if checked
Is this \$ Normal & Customary for this Sales Price? Y or N
12. If the buyer's are paying with CASH that is a 'gift', a **Gift Letter** is required. Please contact your Cartus representative for Cartus Gift Letter requirements.
 Included N/A
13. Attached is a copy of the **Buyer's buyer's contract and Pre-Qualification/Pre-Approval** if the sale is contingent on the buyer's home closing. To help ensure timely closing, Cartus encourages a minimum of 3 days between the buyers home closing and the Cartus closing. NOTE: Offers should not be contingent upon the buyer's home selling. Their contingent home must already be under contract.
 Included N/A

IMPORTANT REMINDERS ABOUT THE CONTRACT

- Cartus accepts Digital Signatures from Adobe Sign, AppFiles, DocuSign, Dotloop, Authentisign, SkySlope (provider DigiSign), ZipLogix DigitalInk (provider Signix), eSignOnline, and cTME ONLY.
- There can be no changes or strikeouts on the Cartus Standard Addendum or SRED.
- There can be no personal property listed in the contract (ex: furniture, pool table, lawn mower, etc.)
- Closing and possession must occur on the same day.

CALL or EMAIL LISTING AGENT FOR TITLE COMPANY INFORMATION
Page 9 Information on next page.

PLEASE CONTACT THE LISTING AGENT WITH QUESTIONS OR FOR HELP.

CENTURY 21 REALTY PARTNERS **477054**

Listing Broker Firm License No.

represents Seller and Buyer as an intermediary

Seller only as Seller's agent

David L Hageman Jr **514564**

Listing Associate's Name License No.

david@davidhageman.com **(713)494-1402**

Listing Associate's Email Address Phone

Calvin C Beaulier **557282**

Licensed Supervisor of Listing Associate License No.

21 Waterway Avenue #100 **(281)252-4122**

Listing Broker's Office Address Phone

The Woodlands **TX** **77380**

City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

PAGE 9 INFORMATION

PAGE 9 INFORMATION



TEXAS ASSOCIATION OF REALTORS®
RELOCATION ADDENDUM

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Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT
3017881**

86 Batesbrooke Ct
The Woodlands, TX 77381

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. RELOCATION TRANSACTION:** Seller has or will acquire the Property in a relocation transaction. Seller is not an occupant of the Property. Seller's obligations under the contract are SUBJECT to Seller becoming the contractual owner of the Property. If Seller is not or does not become the contractual owner of the Property on or before the Closing Date, the contract will be null and void.
- C. PREQUALIFICATION LETTER:** If the contract is subject to Buyer obtaining Buyer Approval as provided in the Third Party Financing Addendum:
- (1) Buyer has delivered to Seller a conditional qualification letter on a form or in a format promulgated by the Texas Savings and Loan Department issued by a reputable lender.
 - (2) Buyer shall be orally pre-qualified, at no cost or obligation to Buyer, for financing similar to the financing described in the Third Party Financing Addendum, by _____ (lender's name and phone) which is is not Seller's affiliate.
- D. CLOSING AGENT:** Unless Buyer's lender requires otherwise, the closing of the transaction described in the contract will be conducted by a closing agent of Seller's choice.
- E. TITLE COMPANY & COMMITMENT:** If Seller pays for the Title Policy, the Title Policy may, at Seller's option, be issued by the Title Company named in the contract or by any title insurance underwriter authorized to underwrite policies in the State of Texas that Seller chooses, provided that Buyer's lender does not object. For the reasons stated in Paragraph B above, Buyer acknowledges and agrees that the Property may be conveyed to Buyer by a person other than Seller. It is not grounds for the Buyer to object under Paragraph 6D of the contract if the Commitment shows title to the Property to be in the name of a person other than Seller.
- F. DISCLOSURE:**
- (1) Buyer acknowledges that:
 - (a) Seller has or will acquire the Property as part of a relocation transaction;
 - (b) Seller is not an occupant of the Property;
 - (c) Seller is or may be a contractual owner of the Property or a representative of the legal title owner;
 - (d) Seller has limited actual knowledge of the Property's condition;
 - (e) the Property and its contents are not new and, except for any agreed repairs, are being sold AS IS in their present condition;
 - (f) Seller has delivered to Buyer copies of Seller's Disclosure Documents, which are attached to and made a part of this Addendum;

- (g) Buyer has read and understands the Disclosure Documents;
 - (h) the Sales Price and other terms of the contract were negotiated with Buyer's knowledge of the contents of the Disclosure Documents;
 - (i) the Sales Price reflects the agreed-upon value of the Property **AS IS**, inclusive of all disclosures; and
 - (j) neither the Seller nor Seller's agent has made any expressed or implied warranties or representations as to the Property's condition, except as given to Buyer in writing.
- (2) Buyer shall acknowledge receipt of the Disclosure Documents by initialing each document and signing the Disclosure Statement.
- (3) Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents. Buyer may investigate the subject matter in the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Paragraph G.
- (4) At closing Buyer shall execute a Disclosure Acknowledgement that confirms that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer's closing of the transaction described in the contract constitutes Buyer's acceptance of the Property and Buyer's satisfaction or waiver of all investigations of matters in the Disclosure Documents.

G. REPAIRS:

- (1) Not later than 10 days after the Effective Date, Buyer may deliver to Seller: (i) a copy of all inspection reports; and (ii) a written list of any repairs to the Property that Buyer or Buyer's lender requires. Failure to deliver the inspection reports and the list of repairs within the time required will be deemed to be a waiver of Buyer's right to inspect and designate repairs.
- (2) If Buyer timely delivers the information under G(1) and the cost to repair the items in the list of repairs does not exceed \$ _____ for treatment and repairs from wood-destroying insects (*\$0.00 if left blank*) and \$ _____ for all other repairs (*\$0.00 if left blank*), Seller shall, not later than 5 days before closing notify Buyer in writing that Seller shall:
- (a) repair the items in the list of repairs; or
 - (b) give Buyer a credit for the items to be repaired in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs.
- (3) If the cost to repair exceeds the amounts stated under G(2) (*\$0.00 if left blank*), Seller shall, not later than 5 days before closing, notify Buyer in writing that Seller shall:
- (a) repair all of the items in the list of repairs;
 - (b) give Buyer a credit for all of the items designated on the list of repairs in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs; or
 - (c) terminate this contract and the earnest money will be refunded to Buyer.
- (4) Seller is not liable for the quality of any repairs. Buyer shall look only to the contractor that performs a repair for the satisfaction of any claims that Buyer may have regarding repairs.
- (5) If a credit is given under G(2) or G(3):
- (a) Buyer releases Seller of any obligation regarding repairs;
 - (b) the amount of the credit must be shown on the TILA-RESPA Closing Disclosure form; and
 - (c) the credit will be applied to Buyer's Expenses at closing and if Buyer's lender objects to the credit, the credit will be applied to the Sales Price with proportional adjustments in Paragraphs 3A and 3B of the contract.

H. CLOSING: The closing of the transaction described in the contract and the acceptance of the deed to the Property by Buyer constitutes Buyer's acknowledgement that the condition of the Property and fixtures, equipment, appliances, and other tangible personal property on the Property are acceptable to Buyer. Seller shall have no further responsibility or obligation concerning the Property after closing. By closing, Buyer waives all rights Buyer may have against the Seller concerning the condition of the Property. This provision survives closing.

- I. POSSESSION:** Notwithstanding which box is checked under Paragraph 10 of the contract, Seller shall deliver possession of the Property upon closing and funding. Buyer may not occupy the Property before closing and funding.
- J. FINALITY OF PRORATIONS:** Notwithstanding Paragraph 13 of the contract, the parties will not adjust prorations after closing. Prorations made at closing in accordance with Paragraph 13 are final and are not adjustable except to correct errors in calculations made at closing.
- K. NO MEDIATION:** Notwithstanding Paragraph 16 of the contract, any dispute involving the Seller related to this contract will not be submitted to mediation.
- L. NO OPTION:** Paragraph 23 of the contract does not apply and is struck for all purposes.
- M. ACCEPTANCE OF OFFER:** Buyer understands that Seller may have orally accepted an offer from Buyer to purchase the Property. Buyer gives Seller's broker permission to deposit the earnest money. Seller shall forward the executed contract to the Escrow Agent as soon as possible. However, both parties understand and agree that no binding and enforceable agreement exists between Seller and Buyer unless the contract is fully executed by Seller and notice of final acceptance is given to the Buyer or Buyer's Broker.
- N. FAXES:** Facsimile transmittals of signed documents are legally binding on the parties. At Seller's request, any documents transmitted by facsimile will be substantiated by original signatures as soon as reasonably practicable. The parties may not assert the use of facsimile transmittals as a defense to any dispute involving the contract of the Property and each party forever waives any such defense.

O. SPECIAL PROVISIONS:

1. *Reference section 6.C of the Contract, Seller opts for item Number (2): that Buyer shall obtain a survey of the Property at Buyer expense.*
2. **Earnest Money; Default; Brokers:**
In the event of a default in consummating this purchase by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the attached contract (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.
3. Seller to convey the Property subject to all outstanding mineral rights and interests, whether of record or not, including any contractual or equitable right(s) held by Seller's predecessor(s) to reserve or retain the minerals or any mineral interest(s).
4. The Effective Date of the contract and this Addendum shall be the date that the Seller signs this Addendum.
5. Seller's correct, legal name for all purposes related to the contract is as shown on the signature line of this Addendum.
6. All personal property that conveys with the Property is sold "as is", "where is", and has no value.
7. Notwithstanding anything to the contrary in section 6.A. (8) of the Contract of Sale, any such amendment to the title policy exclusions as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements shall be at the Buyer's expense.
8. Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee included but not limited to a Qualified Intermediary) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of the Buyer.
9. Seller shall not make any payment related to any closing date delays.

10. MLS information/items (for example, but not limited to, square footage, school districts, buyer incentives, inclusions, agent incentives) are not representations or warranties by the Seller and are not part of the Agreement unless expressly stated in the Agreement or this Addendum

11. Legal Description, Lot and Block are subject to verification following receipt of title work.

12. Authorization to Disclose Information:

Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).

13. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed) or price reduced in response to inspection issues, Buyer(s) agree to sign a general release and hold harmless with respect to the condition of the property.

14. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

15. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property. There will be no re-proration or readjustment of taxes or assessments based on actual statements after the date of closing or for any other reason.

P. CONSULT AN ATTORNEY: The Texas Real Estate Commission prohibits real estate license holders from giving legal advice. **READ THIS ADDENDUM CAREFULLY.** If you do not understand the effect of this addendum, consult your attorney **BEFORE** signing.

Buyer Date

Seller **Cartus Financial Corporation** Date

Buyer Date



**Seller is non-occupant
owner and has no knowledge**

TEXAS ASSOCIATION OF REALTORS® **regarding this property**
SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 86 Batesbrooke Ct The Woodland TX 77381

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			
Natural Gas Lines			

Item	Y	N	U
Liquid Propane Gas:			
-LP Community (Captive)			
-LP on Property			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			

Item	Y	N	U
Pump: sump grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			
Public Sewer System			

Item	Y	N	U	Additional Information
Central A/C				electric gas number of units:
Evaporative Coolers				number of units:
Wall/Window AC Units				number of units:
Attic Fan(s)				if yes, describe:
Central Heat				electric gas number of units:
Other Heat				if yes, describe:
Oven				number of ovens: electric gas other:
Fireplace & Chimney				wood gas logs mock other:
Carport				attached not attached
Garage				attached not attached
Garage Door Openers				number of units: number of remotes:
Satellite Dish & Controls				owned leased from:
Security System				owned leased from:
Solar Panels				owned leased from:
Water Heater				electric gas other: number of units:
Water Softener				owned leased from:
Other Leased Items(s)				if yes, describe:

Concerning the Property at 86 Batesbrooke Ct The Woodland TX 77381

Underground Lawn Sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TAR-1407)		

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary) **Seller is non-occupant**

owner and has no knowledge regarding this property

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

Item	Y	N
Floors		
Foundation / Slab(s)		
Interior Walls		
Lighting Fixtures		
Plumbing Systems		
Roof		

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		
Asbestos Components		
Diseased Trees: oak wilt		
Endangered Species/Habitat on Property		
Fault Lines		
Hazardous or Toxic Waste		
Improper Drainage		
Intermittent or Weather Springs		
Landfill		
Lead-Based Paint or Lead-Based Pt. Hazards		
Encroachments onto the Property		
Improvements encroaching on others' property		
Located in 100-year Floodplain (If yes, attach TAR-1414)		
Located in Floodway (If yes, attach TAR-1414)		
Present Flood Ins. Coverage (If yes, attach TAR-1414)		
Previous Flooding into the Structures		
Previous Flooding onto the Property		
Located in Historic District		

Condition	Y	N
Previous Foundation Repairs		
Previous Roof Repairs		
Previous Other Structural Repairs		
Radon Gas		
Settling		
Soil Movement		
Subsurface Structure or Pits		
Underground Storage Tanks		
Unplatted Easements		
Unrecorded Easements		
Urea-formaldehyde Insulation		
Water Penetration		
Wetlands on Property		
Wood Rot		
Active infestation of termites or other wood destroying insects (WDI)		
Previous treatment for termites or WDI		
Previous termite or WDI damage repaired		
Previous Fires		

(TAR-1406) 02-01-18

Initialed by: Buyer: _____ and Seller: Cite

Concerning the Property at 86 Batesbrooke Ct The Woodland TX 77381

Historic Property Designation			Termite or WDI damage needing repair		
Previous Use of Premises for Manufacture of Methamphetamine			Single Blockable Main Drain in Pool/Hot Tub/Spa*		

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ___ yes ___ no If yes, explain (attach additional sheets if necessary): _____

Seller is non-occupant
owner and has no knowledge
regarding this property

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

___ ___ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

___ ___ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ___ mandatory ___ voluntary

Any unpaid fees or assessment for the Property? ___ yes (\$ _____) ___ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

___ ___ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ___ yes ___ no If yes, describe: _____

___ ___ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

___ ___ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

___ ___ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

___ ___ Any condition on the Property which materially affects the health or safety of an individual.

___ ___ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

___ ___ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

___ ___ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

___ ___ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

Concerning the Property at 86 Batesbrooke Ct The Woodland TX 77381

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller has has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
		<u>Seller is non-occupant</u>	
		<u>owner and has no knowledge</u>	
		<u>regarding this property</u>	

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- | | | |
|--|---|---|
| <input type="checkbox"/> Homestead | <input type="checkbox"/> Senior Citizen | <input type="checkbox"/> Disabled |
| <input type="checkbox"/> Wildlife Management | <input type="checkbox"/> Agricultural | <input type="checkbox"/> Disabled Veteran |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Unknown |

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Alisa Akam 03/06/2019 9:10 am _____
 Signature of Seller Date Signature of Seller Date
 Printed Name: Alisa Akam - As Agent for Cartus Corporation Printed Name: _____

(TAR-1406) 02-01-18 Initialed by: Buyer: _____, _____ and Seller: Al, _____ Page 4 of 5

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties (TAR 2518)* and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property 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 and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

**Seller is non-occupant
owner and has no knowledge
regarding this property**

(6) The following providers currently provide service to the Property:

- Electric: _____
- Sewer: _____
- Water: _____
- Cable: _____
- Trash: _____
- Natural Gas: _____
- Phone Company: _____
- Propane: _____
- Internet: _____

- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____
- phone #: _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: _____		Printed Name: _____	



Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and 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 at bottom of page.

1) The real property, described below, that you are about to purchase is located in the The Woodlands Township 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 \$0.23 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 \$0.23 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 \$49,940,000.00, 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 \$48,905,000.00.

2) 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 SN/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.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- 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.

A) The district is located in whole or in part within the corporate boundaries of the City of _____ . The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) 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: _____

WDLNDS VII INDIAN SPRG 14, BLOCK 1, LOT 2

Yvonne Smith as agent for _____ Date 5/30/19 _____
 Signature of Seller _____ Signature of Seller _____ Date _____
Cartus Financial Corporation

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 one 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, 2016" for the words "this date" and place the correct calendar year in the appropriate space.



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2014

CONCERNING THE PROPERTY AT

86 Batesbrooke Ct
The Woodlands, TX 77381

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a “V-Zone” or “A-Zone” as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the “floodway” which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

Information about Special Flood Hazard Areas concerning _____

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Signature

Date

Signature

Date

***Affiliated Business Arrangement* – Disclosure Statement**

To: Consumer

From: Cartus Corporation (“Cartus”)

This is to give you notice that Cartus Corporation (“Cartus”), a subsidiary of Realogy Holdings Corp. (“Realogy”) has a business relationship with the companies listed below in this Statement. , Realogy owns 100% of NRT LLC which owns 100% of each of the NRT entities listed below in this Statement. TRG Venture Partner LLC, a subsidiary of Realogy, has a 49.9% ownership interest the mortgage lender listed below. Realogy also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA®, AND SOTHEBY’S INTERNATIONAL REALTY® franchise systems. Because of the relationships, the referral of business to any of the companies listed below may provide us the related parties noted herein and/or their employees, a financial or other benefit. In addition, we may be paid a co-operative brokerage fee as a result of any referral to the listed real estate brokerage companies.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Company Name	Current Fees For Services
RESIDENTIAL TITLE AGENCY, RESIDENTIAL TITLE (JV) (Ohio) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.	Cost to Issue Owner's Title Insurance Policy: \$100k Coverage: \$429- \$635 \$250k Coverage: \$991- \$1,312.50 \$500k Coverage: \$1785-2,187.50 Simultaneous Lender / Mortgage Policy: \$100-\$200 Search Fee: \$200 - \$250 Endorsements: \$50 - \$250 each as required
RIVERBEND TITLE LLC (JV) dba RIVERBEND TITLE AGENCY (Indiana) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.	Closing/Settlement Fee: \$400-\$445 Normally split between buyer and seller Cost to Issue Owner's Title Insurance Policy: \$100k Coverage (Alta 06) \$325 \$250k Coverage (Alta 06) \$625 \$500k Coverage (Alta 06) \$1125 Simultaneous Lender \$6.00-\$35 Title Exam: \$175 - \$350 (Split between Seller and buyer) TIEFF: \$5 per policy issued Sales Disclosure: \$30 Courier Fee: \$15-\$30 (if applicable) Wire Fee: \$15-\$30 (if applicable) Doc Prep: \$50-\$60 Processing Fee \$80 Closing Protection Letter Charge in Indiana: as of July 1, 2013 is \$75.00 E-recording \$10-\$20 Recording \$80
SUNBELT TITLE AGENCY (Florida) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.	Closing / Settlement Fee - \$460.00 - \$815.00 Owner's Title Insurance Policy Promulgated Title Insurance Rates per Florida Law Original rates ased on property purchase price: \$5.75 per thousand up to \$100,000, thereafter \$5.00 per thousand over \$100,000 up to \$1,000,000, \$2.50 per thousand over \$1,000,000 up to \$5,000,000, \$2.25 per thousand over \$5,000,000 up to \$10,000,000 and \$2.00 per thousand over \$10,000,000 Simultaneous Lender / Mortgage Policy- \$100 - \$350 Abstract: \$130 Florida Form 9 Endorsement: 10% of Total Title Premium (if applicable) Additional Endorsements - \$50 each
TERRA COASTAL ESCROW INC., TRG SERVICES ESCROW INC., WEST COAST ESCROW, (CALIFORNIA) Provides expert handling of all details in transferring the property in accordance with the real estate contract.	Escrow Fee - Based on Sales Price \$2.00 per \$1,000 with a \$250-\$300 base
TEXAS AMERICAN TITLE COMPANY; INDEPENDENCE TITLE, INDEPENDENCE TITLE COMPANY (Texas) Provides title and settlement services	Closing/Settlement Fee: \$450.00 per side Title Insurance premium between \$8.43 and \$6.11 per thousand dollars of policy coverage* *This range of charges covers, as an example, policies from \$100,000 to \$400,000, however the cost to you will differ depending on the policy amount. Simultaneous Lender Policy: \$100 + any lender required endorsements (with purchaser of Owner's Title Policy).
Title Resource Group Settlement Services, LLC (MI) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.	TRGSS-\$100,000.00 Basic OTP- \$712.50 \$250,000.00- Basic OTP- \$1247.50 \$500,000- Basic OTP is \$1,937.50 Simultaneous Lender/Mortgage policy is \$ 50% of basic owner's rate

Company Name	Current Fees For Services
<p>TRG Settlement Services, LLP (KS) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.</p>	<p>KS -Basic Rate for Owners or Lenders Policy: \$100,000 home \$225.00-\$325.00 \$250,000 home \$487.50-\$625.00 \$500,000 home \$925.00-\$1,125.00</p>
<p>TRG Settlement Services, LLP (OH, TN) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.</p>	<p>OH Basic Rate for Owners or Lenders Policy: \$100,000 home \$400.00-\$575.00 \$250,000 home \$925.00-\$1,312.50 \$500,000 home \$1,550.00-\$2,187.50 TN Basic Rate for Owners or Lenders Policy: \$100,000 home \$175.00-\$300.00 \$250,000 home \$437.50-\$750.00 \$500,000 home \$875.00-\$1,500.00</p>
<p>Trueline Technologies LLC (JV) (OH,MD,VA,FL,TX,PA) Provides coordination of Survey Documents in connection with Real Estate Closings</p>	<p>Ohio: \$160-\$250 Maryland: \$195-\$295 Florida: \$325-\$495 Texas: \$375-\$600 Pennsylvania: \$350-\$550 unless quoted higher</p> <p>Range of prices is applicable for roughly 95% of jobs performed. Each location will have large or unusual jobs that are priced above the range shown.</p>
<p>U.S. TITLE GUARANTY COMPANY, US TITLE (MISSOURI) Provides searches of public records that bring to your attention any known problems with the property's title before closing, and provides title insurance.</p>	<p>Escrow / Closing / Settlement Fee for Seller- should be \$930.00, with Title search fee deducted would be \$780.00 for a 2 deed; \$730.00 - should be \$880.00, with Title Search fee deducted would be \$730.00 - 1 deed. Buyer Closing Fee - \$395 Cost to Issue Owner's Title Insurance Policy: \$100k Coverage: Title Premium ranges from \$82.50 to \$250.00; Title Service Charges \$732.00 * \$250k Coverage: Title Premium ranges from \$162.00 to \$450.00; Title Service Charges \$975.00 * \$500k Coverage: Title Premium ranges from \$294.50 to \$530.00; Title Service Charges \$1353.00 * Simultaneous Lender / Mortgage Policy: Title Premium \$3.00 - \$10.00 (depends on Underwriter); Title Service Charges; \$121.00 * Title Search Fee: \$150; Cancellation Fee: \$250. NOTE: If buyer opts not to purchase an Owner's Title Policy, the Title Premium and Title Service Charges will be based upon the loan amount. Miscellaneous Fees: Government Recording charges: (all deeds): Ranges from \$21.00 to \$24.00 for first page, \$3.00 to \$5.00 for additional pages (depends on County/City); If buyer closes at another title company they may charge a Delivery Fee or Exchange fee ranging from \$35.00 to \$75.00.</p> <p>• The Department of Insurance for the State of Missouri now requires all title companies to split the Title Premium and Title Service Charges. The Title Premium Ranges are from lowest, which would be if we have prior policy issued from the underwriter, to highest, which would be if we do not have a prior policy.</p>

Acknowledgement of Receipt of Disclosure

Cartus File #: **3017881**

I/We have read this Affiliated Business Arrangement Disclosure Statement and understand that Cartus is referring me/us to the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral.

Signature	Date	Co-Signature	Date
Printed Name		Printed Name	

Seller's Real Estate Disclosure (SRED)

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

EFFECTIVE DATE: Thursday, May 23, 2019

	<u>BUYER(S) INITIALS</u>	<u>NAME OF REPORT</u>	<u># of PAGES IN REPORT</u>	<u>DATE OF REPORT</u>	<u>PREPARED BY</u>
<p><u>AFFILIATED BUSINESS ARRANGEMENT:</u> Buyer(s) acknowledge that Cartus Corporation has delivered a copy of their Affiliated Business Arrangement disclosure form. This form details any companies Cartus has a business relationship with. <u>The Buyer(s) should acknowledge receipt of this disclosure document by initialing to the left of each item listed, signing (1) page 3 of this form and (2) the last page of the Affiliated Business Arrangement disclosure.</u></p>					
1	Buyer(s) Initials ____/____	AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT	16	April 2019	Cartus
<p><u>DISCLOSURE DOCUMENTS:</u> Buyer(s) acknowledge that Cartus Corporation has delivered copies of the following disclosure documents to Buyer(s) which Buyer(s) have read and understand. <u>The Buyer(s) should acknowledge receipt of these disclosure documents by initialing to the left of each item listed and signing the signature section.</u> Buyer(s) initials not required if # of Pages in Report column is blank.</p>					
2	Buyer(s) Initials ____/____	Home Owner's Real Estate Disclosure	5	20 March 2019	Home Owner(s)
3	Buyer(s) Initials ____/____	Seller's Property Disclosure * (see footnote)	6	01 March 2019	Home Owner(s)
4	Buyer(s) Initials ____/____	Lead Paint Disclosure (not required for homes built after 1977)			Home Owner(s)
<p><u>INSPECTION REPORTS and/or RECEIPT/BIDS:</u> Pending inspection reports that have been ordered but have not yet been received and do not have a date in the <i>Date of Report</i> column and will reflect PENDING under the # of Pages in Report column. These reports will be provided to you upon receipt. <u>The Buyer(s) should acknowledge receipt by initialing to the left of each item listed, including Pending items, and signing the signature section.</u> ** Buyers should initial all lines with Seller inspections noted below, including those that are marked as "PENDING", if applicable.</p>					
5	Buyer(s) Initials ____/____				
6	Buyer(s) Initials ____/____				
7	Buyer(s) Initials ____/____				
8	Buyer(s) Initials ____/____				
9	Buyer(s) Initials ____/____				
10	Buyer(s) Initials ____/____				
11	Buyer(s) Initials ____/____				
12	Buyer(s) Initials ____/____				

13	Buyer(s) Initials _____ /				
14	Buyer(s) Initials _____ /				
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16	Buyer(s) Initials _____ /				
17	Buyer(s) Initials _____ /				
18	Buyer(s) Initials _____ /				
19	Buyer(s) Initials _____ /				
20	Buyer(s) Initials _____ /				

MISCELLANEOUS INFORMATION: The Buyer(s) should acknowledge receipt of these documents by initialing to the left of each item listed and signing the signature section.

21	Buyer(s) Initials _____ /				
22	Buyer(s) Initials _____ /				
23	Buyer(s) Initials _____ /				
24	Buyer(s) Initials _____ /				
25	Buyer(s) Initials _____ /				

* The following states have mandatory state disclosures: AK, AZ, CA, CO, CT, DE, DC, HI, ID, IL, IN, IA, KY, LA, ME, MD, MI, MN, MS, MT, NE, NV, NH, NJ, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, WA, WI. Cartus Corporation is disclosing this to the buyers where applicable.

The terms and conditions of the purchase and sale agreement which apply to Seller are SUBJECT TO the Seller receiving back from the Buyers said PENDING documents executed and/or initialed by Buyer not later than five (5) business days after Buyers' receipt of said documents.

If Buyer fails or refuses to comply with any of the above requirements, at Seller's option, the purchase and sale agreement shall become null and void. Seller shall notify Buyer in writing of its option to declare this purchase and sale null and void.

Buyer(s) acknowledge that they have had, or will have had, prior to closing, the opportunity to investigate the subject matter of the aforementioned disclosures on their own and have, or will have, investigated such to their satisfaction, or waived such investigation.

Neither Cartus Corporation nor Cartus Financial Corporation have independently verified the contents of these documents and are not responsible for their accuracy.

Buyer(s) acknowledge and agree that the purchase price of the property and other terms and conditions of this purchase agreement were negotiated with full knowledge and disclosure of the contents of the aforementioned disclosures; that said purchase price reflects the agreed-upon value of the property AS IS; including the aforementioned disclosures; to take the property subject to the disclosures; and that Cartus Corporation shall have no responsibility or liability therefore.

Buyer(s) may wish to obtain professional advice and or/ inspections of the property and to provide for appropriate provisions in the contract between Buyer(s) and Seller with respect to any advice/ inspections/ defects.

Note: You may also wish to have your broker complete and provide you with a similar disclosure statement.

*Buyer(s) closing this transaction prior to receiving all the above reports shall constitute buyer's waiver of the right to receive and review those reports.

SIGNATURES:

BUYER: _____ BUYER: _____

DATED: _____

Homeowner's Real Estate Disclosure

The information provided on this disclosure will be relied upon by Cartus Corporation and its affiliates in the appraisal and/or purchase process, so your answers must be complete and accurate. Although this is not a warranty, it will be presented to potential buyers as your representation of the condition of your home. If the form does not allow for a complete description please contact your Cartus Consultant to send in any applicable supporting documentation.

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

File #	3017881
Owner's Name(s):	Robert W Rice Diane Rice
Property Address:	86 Batesbrooke Ct The Woodlands, Texas 77381 United States Of America

Terms of Disclosure:

The Seller discloses the following information with the knowledge that, even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the property. The Seller authorizes this information to be provided in connection with any actual or anticipated sale of the property. The following are representations made by the Seller and are not the representations of any agent(s). This information is a disclosure, and is not intended to be part of any contract between the Buyer and Seller. We further understand that an offer to purchase will not be made until this disclosure is completed. We acknowledge and agree that subsequent purchasers of the Property may have a right to bring an action against us for any misrepresentation contained in this or any other disclosure provided by me/us.

A. What is the approximate year the property was built? 1998

B. Please indicate the water and sewer systems with the subject property:

Water

Public Private Well Other

Sewer/Septic

Public Septic Tank Other

C. The items checked below will remain with the subject property:

<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Washer	<input type="checkbox"/> Wall/ Window Air Conditioner	<input checked="" type="checkbox"/> Spa
<input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Washer/Dryer Hookups	<input type="checkbox"/> Humidifier	<input checked="" type="checkbox"/> Central Vacuum
<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Evaporator Cooler(s)	<input type="checkbox"/> T.V. Antenna
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Security Gates	<input type="checkbox"/> Satellite Dish	<input checked="" type="checkbox"/> Hot Tub
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Smoke Detectors	<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Rain Gutters

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Fire Alarm | <input checked="" type="checkbox"/> Sprinklers | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Central Heating | <input checked="" type="checkbox"/> Sauna | <input checked="" type="checkbox"/> Patio/Deck |
| <input type="checkbox"/> Window Screen | <input checked="" type="checkbox"/> Central Air Conditioning | <input checked="" type="checkbox"/> Pool | <input checked="" type="checkbox"/> Built-in Barbecue |
| | | | <input type="checkbox"/> Gazebo |

Are there, to the best of your (Seller's) knowledge, operating problems with any of the items within Section C?

Yes No

If yes, describe:

D. Property Amenities:

- | | | | |
|-----------------|--|---------------------------------------|---|
| Water Softener | <input checked="" type="checkbox"/> Owned | <input type="checkbox"/> Rented | <input type="checkbox"/> N/A |
| Garage | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| | <input type="checkbox"/> Garage Door Opener | # of Remote Controls 2 | <input type="checkbox"/> N/A |
| Pool/Spa Heater | <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| Water Heater | <input checked="" type="checkbox"/> Gas/Oil | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| | <input checked="" type="checkbox"/> Owned | <input type="checkbox"/> Rented | |
| Gas Supply | <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled | <input type="checkbox"/> N/A |
| Security System | <input checked="" type="checkbox"/> Owned | <input type="checkbox"/> Rented | <input checked="" type="checkbox"/> Monitoring Contract/Fee |
| Solar Panels | <input type="checkbox"/> Owned | <input type="checkbox"/> Rented | <input checked="" type="checkbox"/> N/A |

If Owned, is this financed through Special Assessment program?

Yes No

If yes, describe:

Are there any additional buildings on the property?

Yes No

If yes, describe: Cabana located in back yard

Are there, to the best of your (Seller's) knowledge, operating problems with any of the items within Section D?

Yes No

If yes, describe:

E. Roof (Current Roof):

Type: Composite

Approximate Age: 4 years

Repaired? (choose one)

Yes No

If Yes, please explain:

Are there, to the best of your (Seller's) knowledge, any repairs needed to the current roof?

Yes No

If yes, please explain:

F. If you (Seller) are aware of any defects/malfunctions in any of the following, check space(s) below.

- | | | | | |
|--|---|--|--|------------------------------------|
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Windows | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Driveways |
| <input type="checkbox"/> Slabs | <input type="checkbox"/> Foundation | <input type="checkbox"/> Insulation | <input type="checkbox"/> Exterior Walls | |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Floor | <input type="checkbox"/> Walls/Fences | <input type="checkbox"/> Electrical Systems | |
| <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Heating System | <input type="checkbox"/> Other Structural Components | <input type="checkbox"/> Plumbing/Sewer/Septic | |

Please explain any defects selected above here:

G. Are you (Seller) aware of any of the following:

1. Is your home accessed, in whole or part, through a private road? Yes No
If yes, please explain:
2. Features shared with adjoining landowners (i.e., walls, fences, driveways) whose use or responsibility for maintenance may have an effect on the property. Yes No
If yes, please explain:
3. Encroachments, easements, or similar matters that may affect your interest in the property. Yes No
If yes, please explain:
4. Room additions, structural modifications, or other alterations or repairs made by you or a prior owner without necessary permits or in noncompliance with building codes. Yes No
If yes, please explain:
5. That the property is located on or near an active or former landfill (compacted or otherwise) or an environmentally hazardous site. Yes No
If yes, please explain:
6. Any settling from any cause, or slippage, sliding, or other soil problems. Yes No
If yes, please explain:
7. Any current or previous water damage, flooding, drainage, or grading problems. Yes No
If yes, please explain:
8. Damage to property or structures from fire, earthquake, flood, landslide, hurricane or other natural disaster. Yes No
If yes, please explain:

9. Zoning violations, non conforming uses, violations of "setback" requirements. Yes No
If yes, please explain:
10. Neighborhood noise problems or other nuisances. Yes No
If yes, please explain:
11. Deed restrictions or obligations. Yes No
If yes, please explain: Standard Deed Restrictions for the Woodlands Township
12. Is the type of siding on your home one of the following (if yes, select all that apply): Yes No
 Composition Board Hard Coat/Traditional Stucco Synthetic Stucco? Stone Veneer Unknown
13. Any "common area" (i.e., pools, tennis courts, walkways, or other co-owned areas) Yes No
If yes, please explain:
14. Any notices of abatement or citations against the property. Yes No
If yes, please explain:
15. Any lawsuits against you affecting or threatening to affect the property Yes No
If yes, please explain:
16. That the home has ever been tested for radon gas Yes No
17. If radon remediation was required, was the work done? If yes, when? {date} Yes No NA
18. That the home contains Asbestos or Lead-based paint. Yes No
If yes, please explain:
19. Any evidence of or treatment/repairs for termite, structural, pest, or rodent infestation. Yes No
If yes, please explain:
20. That there is now, or has ever been, any underground storage tank(s) on the property. Yes No
If yes, please explain:
21. Have you experienced, or do you have knowledge of, any problems with the tank(s) such as leakage. Yes No NA
If yes, please explain:
22. Do you know what materials are, or were, stored in the tank(s)? Yes No NA
23. Are any title holders not U.S. citizens? Yes No
If yes, please explain:
24. Any special assessments? If yes, Type? Yes No

25. Insurance claims filed with respect to the home during the past two years? If yes, provide details below, including detail of claims, repairs made, and confirmation that you have repaired all items for which you have collected insurance proceeds. (Please add any additional comments on page 5.) Yes No

If yes, details.

26. Was your home built during the period of 2003 through 2009, or have you performed any remodeling or modifications to this home during the period of 2003 through 2009, using or involving drywall, also known as wallboard, gypsum board or plasterboard? Yes No

If yes, please explain:

27. Have you noticed any corrosion on any copper piping, wiring or HVAC units? Yes No

If yes, please explain:

28. Have you noticed any sulfur "rotten egg" smell anywhere in the home? Yes No

If yes, please explain:

Additional Comment:

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the seller.

Seller Status: is occupying the property is not occupying the property Moved out on (date).

Home Status: is currently occupied by me and/or members of my family is currently vacant is currently occupied by a tenant. Tenant will vacate by (date).

Robert W. Rice 3/20/2019
Seller Date

Liane R. Rice 3-20-2019
Seller Date



TEXAS ASSOCIATION OF REALTORS' SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 85 Batesbrooke Court, The Woodlands, TX 77381

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sauna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outdoor Grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
French Drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>3</u>
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <u>3</u>
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes describe: _____
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: <u>2</u> <input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: <u>2</u> number of remotes: _____
Satellite Dish & Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from _____
Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: <u>2</u>
Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from _____

Other Leased Item(s) if yes, describe:

Underground Lawn Sprinkler automatic manual areas covered: grass, flower beds

Septic / On-Site Sewer Facility if yes, attach Information About On-Site Sewer Facility (TAR-1407)

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown
 (If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composite Age: 4 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Penetration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in 100-year Floodplain (If yes, attach TAR-1414)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Floodway (If yes, attach TAR-1414)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TAR-1414)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Flooding into the Structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Flooding onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- | | | |
|--------------------------|-------------------------------------|--|
| Y | N | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: <input type="checkbox"/> mandatory <input type="checkbox"/> voluntary
Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$ _____) <input type="checkbox"/> no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe: _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any condition on the Property which materially affects the health or safety of an individual. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | The Property is located in a propane gas system service area owned by a propane distribution system retailer. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any portion of the Property that is located in a groundwater conservation district or a subsidence district. |

Concerning the Property at 86 Batesbrooke Court, The Woodlands, TX 77381

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller has has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Robert W. Rice 3/1/2019
Signature of Seller Date

DRice _____
Signature of Seller Date

Printed Name: Diane R. Rice Printed Name: Robert W. Rice

(TAR-1406) 02-01-18 Initialed by: Buyer: DR and Seller: RWR DR

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TAR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property 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 and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>Entergy</u>	phone #: <u>800-368-3749</u>
Sewer: <u>Woodlands Joint Power Agency</u>	phone #: <u>855-426-7283</u>
Water: <u>Woodlands Joint Power Agency</u>	phone #: <u>855-426-7283</u>
Cable: <u>AT&T</u>	phone #: _____
Trash: <u>Woodlands</u>	phone #: <u>281-210-3800</u>
Natural Gas: <u>Centerpoint</u>	phone #: <u>800-752-8036</u>
Phone Company: <u>N/A</u>	phone #: _____
Propane: <u>N/A</u>	phone #: _____
Internet: <u>AT&T</u>	phone #: _____
- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

<u>Alisa Akam</u>	
Signature of Buyer	Signature of Buyer
Date	Date

Printed Name: Alisa Akam - As Agent for Cartus Corporation Printed Name: _____

(TAR-1406) 02-01-18 Initialed by: Buyer: Alisa and Seller: [initials] Page 5 of 5