



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

**12414 Wrenthorpe**

**Houston 77031**

(Street Address and City)

**Glenshire Community Association**

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

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

(Check only one box):

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

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

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

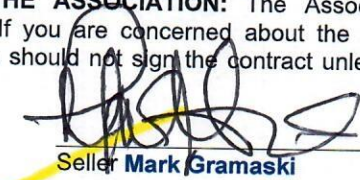
**C. FEES:** Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ **300.00** \_\_\_\_\_ and Seller shall pay any excess.

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

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

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

\_\_\_\_\_  
Buyer

  
\_\_\_\_\_  
Seller **Mark Gramaski**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

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



APPROVED BY THE TEXAS REAL ESTATE COMMISSION  
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 12414 Wrenthorpe Houston 77031  
 (Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

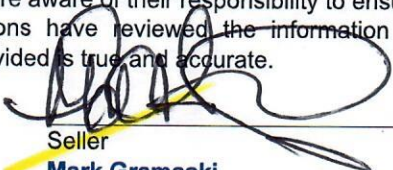
- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

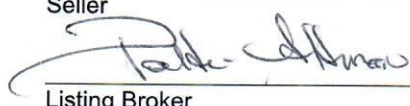
(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

  
 Seller Mark Gramaski Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
  
 Listing Broker Patti Altman CRS, GRI Date \_\_\_\_\_

Other Broker \_\_\_\_\_ Date \_\_\_\_\_  
**Patti Altman**

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**TREC No. OP-L**



12414 Wrenthorpe  
Houston 77031,

Concerning the Property at \_\_\_\_\_

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-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 TXR-1906 concerning lead-based paint hazards).

Roof Type: Composition Age: 3 yrs (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):

A/C Handler + open Door

**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		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>	
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls <u>Hall bath</u>	<input checked="" type="checkbox"/>	
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

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

Ceiling in hall bath + wall

**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 <u>Unknown</u>		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in 100-year Floodplain (If yes, attach TXR-1414)		<input checked="" type="checkbox"/>
Located in Floodway (If yes, attach TXR-1414)		<input type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TXR-1414)	<input checked="" type="checkbox"/>	
Previous Flooding into the Structures		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>

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

Concerning the Property at \_\_\_\_\_

**12414 Wrenthorpe  
Houston 77031,**

Historic Property Designation	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<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

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: GCA  
Manager's name: Shirley Perry Phone: 713-981-6407  
Fees or assessments are: \$ 475 per year 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 \_\_\_\_\_

**12414 Wrenthorpe  
Houston 77031,**

**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](http://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* (TXR 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: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	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:	_____ Printed Name:	_____ Printed Name:



UNITED, REALTORS®

**SUPPLEMENTAL SELLER'S DISCLOSURE**

**NOTICE TO SELLER:** This Supplemental Seller's Disclosure must be completed by Seller(s) at the time that Seller enters into a listing agreement with Coldwell Banker United, REALTORS. This Supplemental Seller's Disclosure will be provided to any person who seeks information regarding the property during the listing period. This Supplemental Seller's Disclosure is not intended to take the place of the Seller's Disclosure Notice required by Section 5.008 of the Texas Property Code.

**NOTICE TO BUYER:** This Supplemental Seller's Disclosure has been completed solely by Seller(s). Coldwell Banker United, REALTORS and its sales associates have no personal knowledge of the information contained herein and make no representations or warranties regarding the accuracy of the information contained herein. Seller has not advised sales associates of any defects not listed in the Seller's Disclosure Notice or this Supplemental Seller's Disclosure.

**12414 Wrenthorpe  
Houston 77031,**

Property: \_\_\_\_\_

Seller(s) shall answer each of the following questions. The answers shall be based not only on personal knowledge of Seller(s) but also on any second-hand knowledge obtained by Seller(s) from any source. If any of the questions below are answered "Yes", then explain your answers in the spaces provided under each question. Use additional sheets as necessary.

1. Do you know or have you been informed of any prior water penetration at the property? For purposes of this question, "water penetration" means the intrusion of exterior water into and/or through the walls, roof or foundation of the structures on the property, and intrusion of water into the interior of any structure resulting from a leak, broken fixture or pipe, floods, rising water of any source, or similar source.

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_

2. Has there ever been, or have you been informed that there has ever been visible mold at any place on the property?

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_

Sellers Initials                       
April 10, 2013

Buyers Initials \_\_\_\_\_



3. Do you know or have you been informed of any insurance claims relating to the property during the past five (5) years?

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_  
\_\_\_\_\_

4. Do you know or have you been informed that there has ever been improper drainage on the property?

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_  
\_\_\_\_\_

5. Do you know or have you been informed that any owner of the property ever protested the appraised value of the property with the applicable appraisal district based on an alleged defect of the property or condition in need of repair?

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_  
\_\_\_\_\_

6. Do you know or have you been informed that any structure on the property is clad with Exterior Insulation Finishing System ("EIFS") or "synthetic stucco"?

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_  
\_\_\_\_\_

7. Do you have any Seller's Disclosure Notices executed by any previous owner of the property? (If your answer is "Yes", please list the dates of each such disclosure and attach copies of all such notices.)

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_  
\_\_\_\_\_

Sellers Initials MS  
April 10, 2013

Buyers Initials \_\_\_\_\_

8. Do you have any written inspection reports concerning the property? (If your answer is "Yes", please list the dates of each such report and attach copies of all such inspection reports.)

Yes  Explain \_\_\_\_\_  
No  \_\_\_\_\_

This Supplemental Seller's Disclosure was completed by Seller(s) on the date(s) indicated below.

  
Seller **Mark Gramaski** \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**Buyer(s) acknowledge receipt of this Supplemental Seller's Disclosure on the date(s) indicated below. Buyer(s) acknowledge that this Supplemental Seller's Disclosure was completed by Seller(s) and not by Coldwell Banker United, REALTORS or its sales associates. Buyer(s) acknowledge that this Supplemental Seller's Disclosure is not a representation or warranty by Coldwell Banker United, REALTORS or its sales associates regarding the condition of the property.**

  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Sellers Initials \_\_\_\_\_  
April 10, 2013

Buyers Initials \_\_\_\_\_