

# CLARIFICATION OF SELLER'S EXCLUSIONS

Property Address: 18123 Swallow Springs Way Spring TX 77379

The land, improvements, accessories, and certain electronic equipment are referred to as the "Property". Unless otherwise listed under exclusions, all attached or mounted improvements, accessories, and electronic equipment and accessories will remain a part of the property.

**Improvements:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

**Accessories:** The following describe related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for garage door openers, entry gate controls, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

**Electronic Equipment and Accessories:** The following describe related electronic equipment and accessories, if any: television antennas, satellite dish system and equipment, controls for satellite equipment, wall mounted televisions and mounts, home automation equipment and controls, electronic security cameras, equipment, and controls, built-in projectors, screens, audio visual and related equipment, wall mounted speakers, and controls.

**Exclusions:** The following improvements and accessories will be retained by Seller and must be removed from the property prior to delivery of possession:

Washer + Dryer, Kitchen refrigerator

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

[Signature] 7/26/19  
Seller Date

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

Killer, Du 7/26/19  
Seller Date

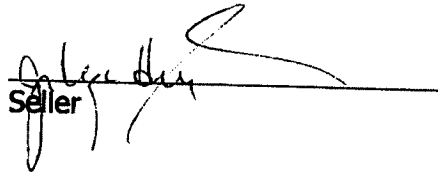
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# IMPROVEMENT LIST

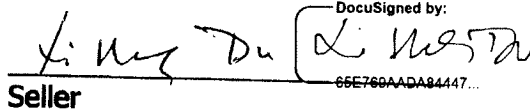
Please list below any improvements, updates, or renovations that you have done to the home along with approximate dates.

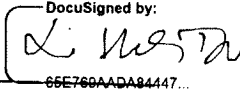
Improvement	Approximate Date
fences / Tile on patio	7/18
Shutter	10/16

Buyer

  
Seller

Buyer

  
Seller

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

08-18-2014

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

18123 Swallow Springs Way

Spring

(Street Address and City)

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

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

(Check only one box):

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

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

- B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.
- C. FEES:** Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ **250.00** 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 \_\_\_\_\_

*Xi H. Du*  
Seller Xi H. Du

DocuSigned by:

*Xi H. Du*  
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Buyer \_\_\_\_\_

*Nga Huynh*  
Seller Nga Huynh

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.



# 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 Harris County MUD #24 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 \$                      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 \$0.46 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 \$57,120,000.00, 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 \$45,145,000.00.

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 \$                     . 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: Lot 50 Block 1 Twin Falls Section 6

DocuSigned by:                     

Signature of Seller Xi H. Du                      Date 7/26/19  
 Signature of Seller Nga Huynh                      Date 7/26/19

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

# IMPORTANT NOTICE REGARDING WIRE FRAUD



Wire fraud has become a major issue in real estate transactions locally and across the nation. To help protect you and your funds, RE/MAX Legends **highly** recommends a cashier's check for closing funds. If a wire is needed or required, proceed with extreme caution. **It is imperative for you to personally verify wiring instructions with the title company directly via a confirmed phone number before sending any wire.**

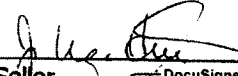
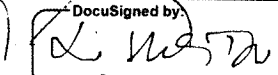
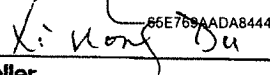
Your Realtor will never send you wiring instructions. RE/MAX Legends will never send you wiring instructions. If you receive any wiring instructions that appear to be from your Realtor and/or from RE/MAX Legends, assume they are fraudulent and immediately call your agent to discuss. You can call RE/MAX Legends at 281-440-7900.

The contract for your home should have the title company's main phone number listed on it, or you can contact your Realtor or a RE/MAX Legends team manager (281-440-

7900) to be provided with the appropriate information. **If you receive wiring instructions from the title company, you must personally call the title company and confirm the instructions.** Each title company will have their own method of delivery when providing wiring instructions and can discuss those methods with you directly via phone.

There have been many cases this year, both locally and throughout the country, in which a buyer or seller unknowingly received fraudulent wiring instructions, wired funds to the fraudulent account, and therefore lost their money. We do NOT want this to happen to you! Be aware & be diligent.

**By signing this notice, you are stating that you understand that wire fraud is a serious issue. You understand and agree that you are responsible for the protection of your funds and for confirming wiring instructions for your transaction directly via phone with the title company. You also understand that you have the recommended option of bringing a cashier's check to closing, made payable to the title company.**

  
 Seller \_\_\_\_\_ Date 7/26/19  
DocuSigned by:  
  
 Seller \_\_\_\_\_ Date 7/31/2019  
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 Seller \_\_\_\_\_ Date 7/26/19

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