



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

22127 Rustling Springs Dr, Spring, TX 77389

CONCERNING THE PROPERTY AT \_\_\_\_\_ (Street Address and City)

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 PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller [ ] is [X] is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? Never Occupied \_\_\_\_\_

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

- Y Range, Y Dishwasher, Y Washer/Dryer Hookups, Y Security System, Y Oven, U Trash Compactor, U Window Screens, U Fire Detection Equipment, Y Smoke Detector, U Microwave, U Disposal, U Rain Gutters, U Intercom System

Buyer is aware that security system does not convey with sale of home. Kwikset 914 lock will be replaced upon close.

- U TV Antenna, Y Ceiling Fan(s), YX2 Central A/C, Y Plumbing System, Y Patio/Decking, N Pool, N Pool Equipment, N Fireplace(s) & Chimney (Wood burning), U Cable TV Wiring, N Attic Fan(s), YX2 Central Heating, N Septic System, N Outdoor Grill, N Sauna, N Pool Heater, U Satellite Dish, Y Exhaust Fan(s), N Wall/Window Air Conditioning, U Public Sewer System, Y Fences, N Spa, N Hot Tub, U Automatic Lawn Sprinkler System, Y Fireplace(s) & Chimney (Mock)

- Y Natural Gas Lines, U Liquid Propane Gas, Garage: Y Attached, Garage Door Opener(s):, Water Heater:, Water Supply: U City, U LP Community (Captive), N Not Attached, Y Electronic, Y Gas, N Well, Y MUD, U Gas Fixtures, U LP on Property, N Carport, U Control(s), N Electric, N Co-op

Roof Type: Shingle Age: 5 years (approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair? [ ] Yes [ ] No [X] Unknown. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\*  Yes  No  Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): Detectors have been brought to code for age of home.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\* 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 the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u>N</u> Interior Walls	<u>N</u> Ceilings	<u>N</u> Floors
<u>N</u> Exterior Walls	<u>N</u> Doors	<u>N</u> Windows
<u>N</u> Roof	<u>N</u> Foundation/Slab(s)	<u>N</u> Sidewalks
<u>N</u> Walls/Fences	<u>N</u> Driveways	<u>N</u> Intercom System
<u>N</u> Plumbing/Sewers/Septics	<u>N</u> Electrical Systems	<u>N</u> Lighting Fixtures
<u>N</u> Other Structural Components (Describe): _____		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

<u>N</u> Active Termites (includes wood destroying insects)	<u>N</u> Previous Structural or Roof Repair
<u>N</u> Termite or Wood Rot Damage Needing Repair	<u>N</u> Hazardous or Toxic Waste
<u>N</u> Previous Termite Damage	<u>N</u> Asbestos Components
<u>N</u> Previous Termite Treatment	<u>N</u> Urea-formaldehyde Insulation
<u>N</u> Improper Drainage	<u>N</u> Radon Gas
<u>N</u> Water Damage Not Due to a Flood Event	<u>N</u> Lead Based Paint
<u>N</u> Landfill, Settling, Soil Movement, Fault Lines	<u>N</u> Aluminum Wiring
<u>N</u> Single Blockable Main Drain in Pool/Hot Tub/Spa*	<u>N</u> Previous Fires
	<u>N</u> Unplatted Easements
	<u>N</u> Subsurface Structure or Pits
	<u>N</u> Previous Use of Premises for Manufacture of Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

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

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair?  Yes (if you are aware)  No (if you are not aware). If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

6. Are you (Seller) aware of any of the following conditions?\* Write Yes (Y) if you are aware, write No (N) if you are not aware.
- N   Present flood insurance coverage
- N   Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir
- N   Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

- N   Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)
- N   Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))
- N   Located  wholly  partly in a floodway
- N   Located  wholly  partly in a flood pool
- N   Located  wholly  partly in a reservoir

If the answer to any of the above is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\*For purposes of this notice:

"100-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;
- (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and
- (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and
- (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?\*  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property?  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.
- N   Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
  - Y   Homeowners' Association or maintenance fees or assessments.
  - N   Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
  - N   Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
  - N   Any lawsuits directly or indirectly affecting the Property.
  - N   Any condition on the Property which materially affects the physical health or safety of an individual.
  - N   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.
  - Y   Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary); Property located in Harris Galveston Subsidence District  
Sawhill Ranch Homeowners Association - Main Fee - \$300.00 - 713-772-4420

Please see attached for HOA-related expenses provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information.

**Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.**

10. 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 maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
11. 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.

Authorized signer on behalf of  
**Opendoor Property J LLC**

Jason Cline  
Signature of Seller

10-09-2019  
Date

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2019. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. OP-H



**CREATIVE MANAGEMENT COMPANY**

August 02, 2019

Thank you for contacting our office to order the Resale Certificate concerning the property located at 22127 RUSTLING SPRINGS DRIVE, which is part of SAWMILL RANCH HOMEOWNERS ASSOCIATION. We hope that you will find this information useful when considering this investment.

Our transfer fee is normally \$300.00. However, since you have obtained this Resale Certificate prior to closing, the transfer fee has been reduced to only \$250.00. We offer a reduction in the transfer fee in order to ensure that all perspective buyers are made aware of the items detailed on this certificate prior to closing. Since \$125.00 was paid when this certificate was ordered only \$125.00 remains due for the balance of the transfer fee.

Please be sure that your Title Company is aware that only \$125.00 is due so they can account for the reduction on your closing statement. We suggest that you provide the Title Company with this certificate as soon as possible so they are sure to collect the proper fee.

Please be sure that the proper mailing address is reflected on your closing statement as this is the information that we use when setting up our account and to assure you receive all important information related to the community. We ask that you complete and return the Buyer's Affidavit as soon as possible after your closing. You may want to consider taking the Buyer's Affidavit with you to your closing and have your Title Company send it to our office along with your closing documents. Within weeks of receiving the closing documents from your Title Company, your account will be set up and you will receive a letter from our office welcoming you to the community.

As with any investment, we are sure that you will have questions in the first few months of ownership. As the managing agent for your community we are here to help answer those questions. You may contact a member of our staff between the hours 8:00 a.m. and 5:00 p.m., Monday through Friday. You may also visit our webpage at [www.cmctx.com](http://www.cmctx.com).

Your community manager is:

Creative Management Company  
8323 Southwest Freeway #330  
Houston, TX 77074  
713-772-4420

Manager: CHRISTI KELLER  
Email: [ckeller@cmctx.com](mailto:ckeller@cmctx.com)



**CREATIVE MANAGEMENT COMPANY**

**BUYER'S AFFIDAVIT**

FROM YOUR CLOSING, PLEASE RETURN THIS **BUYER'S AFFIDAVIT** ALONG WITH A COPY OF THE SETTLEMENT STATEMENT, ANY PAST DUE ASSESSMENTS (\$ .00) AND **\$206.25 FOR A NON-REFUNDABLE RESERVE FEE PAYABLE** TO SAWMILL RANCH HOMEOWNERS ASSOCIATION. ALSO, INCLUDE BY SEPARATE CHECK \$125.00 FOR THE UNPAID BALANCE OF THE \$250.00 **TRANSFER FEE** (which includes the cost of the resale certificate) PAYABLE TO CREATIVE MANAGEMENT COMPANY. A COPY OF THE ASSOCIATION'S DECLARATION AND BY-LAWS MUST BE PROVIDED TO THE BUYER AND MAY BE OBTAINED FROM OUR OFFICE FOR THE COST OF REPRODUCTION \$9.95.

\_\_\_\_\_ (BUYER) of 22127 RUSTLING SPRINGS DRIVE has been made aware of the annual assessment in the amount of \$907.50. Payment is due payable on or before the first (1st) day of January and will incur a late charge of \$25.00 if payment is not received by the 10<sup>th</sup> day of January. *Postmarks are not honored.*

Please make check payable to: **SAWMILL RANCH HOMEOWNERS ASSOCIATION**  
**c/o Creative Management Company**  
**8323 Southwest Freeway, Suite 330**  
**Houston, Texas 77074**

**PLEASE COMPLETE THE FOLLOWING:**

1. Closing Date \_\_\_\_\_ Purchase is for an Investment \_\_\_\_\_ or Residence \_\_\_\_\_
2. Buyer's Name(s) \_\_\_\_\_
3. Buyer's Mailing Address \_\_\_\_\_
4. Buyer's Telephone Number (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_
5. Buyer's Email Address \_\_\_\_\_
6. Buyer's Mortgage Company \_\_\_\_\_ Loan # \_\_\_\_\_

BY SIGNING THIS AFFIDAVIT, BUYER CONFIRMS THAT BUYER HAS BEEN PROVIDED WITH A RESALE CERTIFICATE, AS WELL AS A COPY OF THE DECLARATION AND BY-LAWS THAT GOVERN THE HOMEOWNERS ASSOCIATION.

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
BUYER'S SIGNATURE

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires \_\_\_\_\_

**SUBDIVISION INFORMATION, INCLUDING RESALE CERTIFICATE FOR  
PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN AN  
OWNERS' ASSOCIATION**

THE INFORMATION PROVIDED HEREIN IS PURSUANT TO CHAPTER 207 OF THE TEXAS PROPERTY CODE AND IS CURRENT AS OF THE DATE ISSUED BY THE REPRESENTATIVE OF THE OWNERS' ASSOCIATION. AS CONDITIONS OF THE PROPERTY AND THE OWNERS' ASSOCIATION CAN CHANGE FREQUENTLY, OWNERS ARE ADVISED TO HAVE THIS RESALE CERTIFICATE UPDATED PRIOR TO CLOSING.

**RESALE CERTIFICATE**

RESALE CERTIFICATE concerning the Property (including any common area assigned to the Property) located at 22127 RUSTLING SPRINGS DRIVE (street address), City of Houston, Harris County, Texas, (the "Property") on behalf of SAWMILL RANCH HOMEOWNERS ASSOCIATION (the "Owners' Association") by the Association's governing body (the Board) as requested by the Owner(s) whose names appear below. The certificate contains the most current information and attachments available as of the preparation date of the certificate.

- A. The Property [ ] is [ X ] is not subject to a right of first refusal or other restraint contained in the restrictions or restrictive covenants that restricts the Owner's right to transfer the Owner's property. If a right of first refusal or other restraint exists, see Section \_\_\_\_ of the Declaration.
- B. The current regular expense assessment for the Property is \$ \_\_\_\_\_ per year.
- C. There IS NOT a special assessment for the Property due after the date this certificate is prepared. There IS NOT an installment past due and unpaid by the seller to the Owner's Association at this time. The total amount is \$ .00
- D. Regular assessment(s) payable to the Association for the Property [ ] are [ X ] are not due and unpaid. The total amount of any due and unpaid regular assessment is \$ .00 and is for (see attached addendum A)
- E. Other amounts payable to the Association for the Property [ ] are [ X ] are not due. The total amount due is \$ .00 and is for (see attached addendum A)
- F. The total of all amounts currently due and unpaid to the Owner's Association (i.e., all due and unpaid amounts in items C, D, & E) that are attributed to this property is \$ .00 (Please refer to attached Addendum A)**

- G. The capital expenditures approved by the Owners' Association for its current fiscal year are \$000.00.
- H. The amount of reserves for capital expenditures is \$ see attached balance sheet and budget.
- I. Unsatisfied judgments against the Owners' Association total \$ 000.00 (zero).
- J. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the Association, there  are  are not any suits filed and/or pending against the Owners' Association. If applicable, the cause number, style, and court of each pending suit are attached.
- K. The association  does or  does not provide insurance on the building for the benefit of the Unit Owners. A copy of a certificate of insurance reflecting property and liability insurance coverage relating to the common areas and common elements as defined by the Declaration is attached. This coverage **DOES NOT INCLUDE INSURANCE ON THE DWELLING**. For a certificate of insurance, please contact the insurance agent as follows: Associations Insurance Agency, Inc. – (866) 384-8579.
- L. The Owners' Association  has actual knowledge  has no actual knowledge of any alterations, improvements or any other conditions to the unit or to the limited common elements that are in violation of the restrictions applying to the subdivision or the By-Laws or Rules of the Owner's Association. Known violations are: No independent investigation or inspection of the unit has been made to determine whether any such alterations, improvements or violations exist.
- M. The Owners' Association  has  has not received notice from a governmental authority concerning violations of health or housing violations on the preparation date of this certificate and relating to the Property or any common areas or facilities owned or leased by the Association. If applicable, a copy of each notice is attached.
- N. The administrative transfer fee when ownership of the Property changes is \$300.00. This fee is reduced to \$250.00 when the resale certificate is obtained. The transfer fee is payable to Creative Management Company, and includes the cost of this certificate and one update of the certificate, if necessary. (See Item P)
- O. The restrictions  do  do not allow foreclosure of the Owners' Association's Lien on the Property for failure to pay any assessment charged to the unit.
- P. **OBTAIN UPDATE OF RESALE CERTIFICATE**. Information in a Resale Certificate and its attachments can change daily. Shortly before closing, the buyer should obtain a written Update of Resale Certificate to learn of any changes in the certificate or any of its attachments. One update is included with this certificate; all other updates will be provided at an expense of \$25.00 each. Update must be requested within 90 days. (See Item N)
- Q. **BUYER'S ADDRESS:** After closing, buyer should notify the Association of the buyer's name(s) and mailing address.



- R. THE OWNERS' ASSOCIATION AND MANAGEMENT COMPANY IS NOT AND SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION OR THE PROPERTY OF THE OWNER.
- S. The remaining term of any leasehold estate that affects the condominium is (not applicable) and the provisions governing an extension or renewal of the lease are (not applicable).
- T. COPIES OF DECLARATION AND DOCUMENTS. A selling owner is required by law to provide a copy of the Declaration, Restrictions, By-Laws, and Rules to the buyer. The Owner's Association is not a party to the above-referenced transaction and is providing the information contained in the Resale Certificate at the specific request of the Owner(s). The Owners' Association believes the information contained in this resale certificate is accurate. Information regarding deed restriction compliance may vary from day-to-day and is based on a cursory visual observation from a distance at regularly scheduled intervals, which may be as much as 30 days apart. An on-site inspection has not been conducted. Accordingly, a violation may exist at the premises in question, of which the Owners' Association is not aware. The Owner's Association's dedicatory instruments which may include Declaration of Covenants, Conditions and Restrictions (Deed Restrictions), Articles of Incorporation, By-Laws, Architectural Control Guidelines and Rules and Regulations, which are to Owners' Association's operative documents, are available for a cost of reproduction \$9.95. (If these documents are not obtained in conjunction with this resale certificate, then it has been represented to Management and/or the Owners' Association that the documents have previously been obtained, and are not necessary at this time). This resale certificate should not be construed, under any circumstances, to affect those documents in any respect.

ATTACHMENTS TO CERTIFICATE (shaded if applicable):

- Ledger of any amounts currently due (See Item F) and/or due at the time of sale
- Cause number, style, and court of any pending suits against the Association.
- Summary or copy of notice(s) from governmental authorities concerning existing health or building code violations of the Unit or the Association common areas or facilities.
- Architectural Control Publications (if any)
- Other \_\_\_\_\_

REQUIRED ATTACHMENTS:

1. \*Restrictions
2. \*Rules
3. \*Bylaws
4. Current Balance Sheet
5. Current Operating Budget
6. Certificate of Insurance concerning property and liability insurance for common areas and facilities – this certificate does not include coverage on the dwelling
7. Governmental Notices of Health of Housing Code Violations (IF ANY)

\* Providing the buyer with a set of the legal documents (Restrictions, Rules and Bylaws) is **mandatory**. The cost for the documents is not included in the cost for this certificate, however, they can be obtained for the costs of reproduction, \$9.95, or the **seller (only)** may obtain the documents free of charge to provide to the buyer by logging on as a Homeowner on our website at [www.cmctx.com](http://www.cmctx.com) By acceptance of this certificate the seller agrees that he has provided the documents to the buyer and the buyer agrees that he has received the documents from the seller.

Association Name	SAWMILL RANCH HOMEOWNERS ASSOCIATION
Managing Agent	Creative Management Company 8323 Southwest Freeway #330 Houston, TX 77074-1692
Contact Information	Phone: 713.772.4420 Fax: 713.772.8655 Email: <a href="mailto:general@cmctx.com">general@cmctx.com</a> Website: <a href="http://www.cmctx.com">www.cmctx.com</a>
Date Certificate Prepared	08/02/2019
Person Signing for Association	Joyce Gaytan, Managing Agent
Signature of Preparer	

**NOTICE: THIS SUBDIVISION INFORMATION MAY CHANGE AT ANY TIME**

This form is a modified version of form 32-0 promulgated by the Texas Real Estate Commission and contains all information this is set forth within the promulgated form and other information which may be of interest.

DELIVERY INFORMATION (see attached form)

Date: 08/02/2019

Delivered to: Lauren Dodson – hoaresearch#avantarisk.com

The legal documents were paid for an taken when the resale certificate was ordered.

The legal documents were not ordered; providing the buyer with a set of the legal documents (Restrictions, Rules and Bylaws) is **mandatory**. The cost for the documents is not included in the cost for this certificate, however, they can be obtained for the cost of reproduction, \$ 9.95 or the seller (only) may obtain the documents free of charge to provide to the buyer by logging on as a Homeowner on our website at [www.cmctx.com](http://www.cmctx.com) **By acceptance of this certificate the seller agrees that he has provided the documents to the buyer and the buyer agrees that he has received the documents from the seller.**

## Addendum A

(Attachment to Resale Certificate)

As of 08/02/2019, the fees resulting from the transfer of the unit to be collected at closing:

**Check Payable to: SAWMILL RANCH HOMEOWNERS ASSOCIATION**

Current Balance on Account	\$ .00 (breakdown follows)
<b>Working Capital Contribution</b>	<b>\$206.25</b>
Association Transfer Fee	\$ 00.00

**Check Payable to: CREATIVE MANAGEMENT COMPANY**

Transfer Fee	\$ 300.00
	\$ 125.00- paid when resale certificate was ordered
	\$ 50.00- discount for obtaining resale certificate
	<b>\$ 125.00 BALANCE DUE AT CLOSING</b>

**Item C:**

00.00

**Item D:**

00.00

**Item E:**

00.00

**Item F (total C, D and E):**

00.00





C/O CREATIVE MANAGEMENT CO.  
8323 SOUTHWEST FRWY., STE. 330  
HOUSTON TX 77074

		ENDING BALANCE	TOTAL
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
1105	UNION BANK OPERATING ACCOUNT	89,051.58	
	<b>TOTAL CURRENT ASSETS</b>		<b>89,051.58</b>
<b>RESERVES</b>			
1903	UNION BANK RESERVE MONEY MARKET FUNDS	354.92	
	<b>TOTAL RESERVES</b>		<b>354.92</b>
	<b>TOTAL ASSETS</b>		<b>89,406.50</b>
<b>LIABILITIES AND CAPITAL</b>			
<b>CAPITAL</b>			
3910	RETAINED EARNINGS	65,427.01	
	CURRENT INCOME	23,979.49	
	<b>TOTAL CAPITAL</b>		<b>89,406.50</b>
	<b>TOTAL LIABILITIES/CAPITAL</b>		<b>89,406.50</b>

SAWMILL RANCH HOMEOWNERS ASSOCIATION  
STATEMENT OF OPERATIONS VARIANCE  
06/30/2019

C/O CREATIVE MANAGEMENT CO.  
8323 SOUTHWEST FRWY., STE. 330  
HOUSTON TX 77074

ACCT	M-T-D ACTUAL	MTD BUDGET	VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	VARIANCE	ANNUAL BUDGET	BUDGET REMAINING	
<b>INCOME</b>									
4100	ASSESSMENTS	4,017.27	23,822	(19,804.73)	193,192.31	142,932	50,260.31	285,862	(92,669.69)
4110	BAD DEBT	0.00	(76)	76.00	0.00	(456)	456.00	(907)	907.00
4217	CAPITAL RESERVES	0.00	0	0.00	227.00	0	227.00	0	227.00
4300	INTEREST	0.03	3	(2.97)	0.39	18	(17.61)	35	(34.61)
4400	LATE CHARGE	250.83	167	83.83	3,892.20	1,002	2,890.20	2,000	1,892.20
4450	LEGAL	825.00	333	492.00	5,139.49	1,998	3,141.49	4,000	1,139.49
4573	PAYMENT AGREEMENT	0.00	0	0.00	75.00	0	75.00	0	75.00
	<b>TOTAL INCOME</b>	<b>5,093.13</b>	<b>24,249</b>	<b>(19,155.87)</b>	<b>202,526.39</b>	<b>145,494</b>	<b>57,032.39</b>	<b>290,990</b>	<b>(88,463.61)</b>
<b>OPERATING EXPENSES</b>									
<b>MAINTENANCE &amp; REPAIRS</b>									
5045	ELECTRICAL	0.00	167	167.00	228.95	1,002	773.05	2,000	1,771.05
5075	FENCES	0.00	58	58.00	0.00	348	348.00	700	700.00
5104	HOLIDAY DECORATIONS	0.00	154	154.00	683.42	924	240.58	1,850	1,166.58
5108	IRRIGATION	0.00	125	125.00	1,287.61	750	(537.61)	1,500	212.39
5110	KEYS & LOCKS	214.34	0	(214.34)	214.34	0	(214.34)	0	(214.34)
5113	LAKE MAINTENANCE	949.93	542	(407.93)	5,442.70	3,252	(2,190.70)	6,500	1,057.30
5125	MISCELLANEOUS	0.00	29	29.00	0.00	174	174.00	350	350.00
5137	PLAYGROUND MAINTENANCE	0.00	0	0.00	250.00	0	(250.00)	0	(250.00)
5150	POOL REPAIR & SUPPLIES	0.00	125	125.00	1,947.35	750	(1,197.35)	1,500	(447.35)
5175	SIGNS	0.00	17	17.00	0.00	102	102.00	200	200.00
	<b>TOTAL MAINTENANCE &amp; REPAIRS</b>	<b>1,164.27</b>	<b>1,217</b>	<b>52.73</b>	<b>10,054.37</b>	<b>7,302</b>	<b>(2,752.37)</b>	<b>14,600</b>	<b>4,545.63</b>
<b>CONTRACT SERVICES EXPENSES</b>									
5322	MOSQUITO CONTROL	257.49	158	(99.49)	568.52	948	379.48	1,900	1,331.48
5330	LANDSCAPE CONTRACT	11,275.26	5,438	(5,837.26)	45,804.66	32,628	(13,176.66)	65,250	19,445.34
5334	LAKE MANAGEMENT	433.00	433	0.00	3,031.00	2,598	(433.00)	5,196	2,165.00
5340	POOL CONTRACT	15,141.31	2,833	(12,308.31)	19,294.57	16,998	(2,296.57)	34,000	14,705.43
5347	PUMPAGE COST-LAKE	0.00	542	542.00	0.00	3,252	3,252.00	6,500	6,500.00
5355	TRASH CONTRACT	6,372.40	5,500	(872.40)	43,727.93	33,000	(10,727.93)	66,000	22,272.07
	<b>TOTAL CONTRACT SERVICES</b>	<b>33,479.46</b>	<b>14,904</b>	<b>(18,575.46)</b>	<b>112,426.68</b>	<b>89,424</b>	<b>(23,002.68)</b>	<b>178,846</b>	<b>66,419.32</b>
<b>INSURANCE EXPENSES</b>									
5405	DIRECTORS & OFFICERS	0.00	156	156.00	0.00	936	936.00	1,875	1,875.00
5410	FIDELITY BOND	0.00	31	31.00	0.00	186	186.00	370	370.00
5417	GENERAL LIABILITY	0.00	238	238.00	0.00	1,428	1,428.00	2,850	2,850.00
5427	PROPERTY CASUALTY	748.64	392	(356.64)	4,491.84	2,352	(2,139.84)	4,700	208.16
5435	UMBRELLA	0.00	71	71.00	0.00	426	426.00	850	850.00
5440	WORKER'S COMPENSATION	0.00	29	29.00	0.00	174	174.00	350	350.00
	<b>TOTAL INSURANCE EXPENSES</b>	<b>748.64</b>	<b>917</b>	<b>168.36</b>	<b>4,491.84</b>	<b>5,502</b>	<b>1,010.16</b>	<b>10,995</b>	<b>6,503.16</b>
<b>GENERAL &amp; ADMINISTRATIVE</b>									
5505	ACCOUNTING/AUDITS	0.00	25	25.00	300.00	150	(150.00)	300	0.00
5515	BANK CHARGES	29.40	24	(5.40)	97.23	144	46.77	285	187.77
5520	COMMUNITY FUNCTIONS	0.00	42	42.00	0.00	252	252.00	500	500.00
5530	LEGAL-CORPORATE	0.00	42	42.00	0.00	252	252.00	500	500.00
5535	LEGAL-INDIVIDUAL	291.60	333	41.40	6,116.66	1,998	(4,118.66)	4,000	(2,116.66)
5540	MANAGEMENT FEE	1,150.00	1,150	0.00	6,900.00	6,900	0.00	13,800	6,900.00
5545	MISC ADMINISTRATIVE	2.93	21	18.07	202.93	126	(76.93)	250	47.07
5554	OFFICE EQUIPMENT	0.00	0	0.00	12.75	0	(12.75)	0	(12.75)
5555	OFFICE SUPPLIES&PRINTING	305.56	33	(272.56)	575.73	198	(377.73)	400	(175.73)
5562	POSTAGE	163.50	33	(130.50)	677.55	198	(479.55)	400	(277.55)
	<b>TOTAL GEN'L &amp; ADMINISTRATIVE</b>	<b>1,942.99</b>	<b>1,703</b>	<b>(239.99)</b>	<b>14,882.85</b>	<b>10,218</b>	<b>(4,664.85)</b>	<b>20,435</b>	<b>5,552.15</b>
5605	ELECTRICITY	2,954.90	3,208	253.10	17,313.87	19,248	1,934.13	38,500	21,186.13
5615	WATER & SEWER	2,478.06	1,333	(1,145.06)	6,209.84	7,998	1,788.16	16,000	9,790.16
5620	TELEPHONE	512.96	58	(454.96)	495.09	348	(147.09)	700	204.91
	<b>TOTAL UTILITIES</b>	<b>5,945.92</b>	<b>4,599</b>	<b>(1,346.92)</b>	<b>24,018.80</b>	<b>27,594</b>	<b>3,575.20</b>	<b>55,200</b>	<b>31,181.20</b>

SAWMILL RANCH HOMEOWNERS ASSOCIATION  
STATEMENT OF OPERATIONS VARIANCE  
06/30/2019

C/O CREATIVE MANAGEMENT CO.  
8323 SOUTHWEST FRWY., STE. 330  
HOUSTON TX 77074

ACCT	M-T-D ACTUAL	MTD BUDGET	VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	VARIANCE	ANNUAL BUDGET	BUDGET REMAINING
5725								
	TAX EXPENSES							
	0.00	808	808.00	12,672.36	4,848	(7,824.36)	9,700	(2,972.36)
	PROPERTY ADVALOREM TAX							
	0.00	808	808.00	12,672.36	4,848	(7,824.36)	9,700	(2,972.36)
	TOTAL TAXES							
	43,281.28	24,148	(19,133.28)	178,546.90	144,888	(33,658.90)	289,776	111,229.10
	TOTAL OPERATING EXPENSES							
6010								
	CAPITAL IMPROVEMENTS							
	0.00	101	101.00	0.00	606	606.00	1,214	1,214.00
	RESERVES							
	0.00	101	101.00	0.00	606	606.00	1,214	1,214.00
	TOTAL CAPITAL IMPROVEMENTS							
	43,281.28	24,249	(19,032.28)	178,546.90	145,494	(33,052.90)	290,990	112,443.10
	TOTAL EXPENSES							
	43,281.28	24,249	(19,032.28)	178,546.90	145,494	(33,052.90)	290,990	112,443.10
	TOTAL EXPENSES AND NOTE PAYM							
	(38,188.15)	0	(38,188.15)	23,979.49	0	23,979.49	0	23,979.49
	NET INCOME/(LOSS)							





# COMMENTS / REMARKS

Sawmill Ranch Community Association - CERTIFICATE OF PROPERTY INSURANCE CONT.

If Property coverage is purchased by the Insured, the Certificate Holder, if a mortgagee or lienholder, is a Loss Payee as their interest may appear as respects to the Property coverage.

If a Wind/Hail Deductible Buy Back policy is purchased by the Insured, the Wind/Hail Deductible Buy Back supersedes the Wind/Hail deductible on the Property policy.

If Crime coverage is purchased by the Insured, the management company is an Additional Insured with respects to the Crime policy.



# COMMENTS / REMARKS

Sawmill Ranch Community Association - CERTIFICATE OF LIABILITY INSURANCE CONT.

If Umbrella Liability coverage is purchased by the Insured, the Umbrella Liability policy is following form as per the General Liability policy.