



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 12713 Walden Rd, Montgomery, Tx 77356

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 | x | | |
| Carbon Monoxide Det. | | x | |
| Ceiling Fans | x | | |
| Cooktop | x | | |
| Dishwasher | x | | |
| Disposal | x | | |
| Emergency Escape Ladder(s) | | x | |
| Exhaust Fans | | x | |
| Fences | x | | |
| Fire Detection Equip. | x | | |
| French Drain | | x | |
| Gas Fixtures | | x | |
| Natural Gas Lines | | x | |

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

| Item | Y | N | U |
|--|---|---|---|
| Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder | | x | |
| Rain Gutters | | x | |
| Range/Stove | x | | |
| Roof/Attic Vents | x | | |
| Sauna | | x | |
| Smoke Detector | x | | |
| Smoke Detector – Hearing Impaired | | x | |
| Spa | | x | |
| Trash Compactor | | x | |
| TV Antenna | | x | |
| Washer/Dryer Hookup | x | | |
| Window Screens | x | | |
| Public Sewer System | x | | |

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

| | | | |
|---------------------------------|---|--|---|
| Underground Lawn Sprinkler | x | | <input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____ |
| Septic / On-Site Sewer Facility | x | | 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: Composite Age: Unknown (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 | | x | Floors | | x | Sidewalks | | x |
| Ceilings | | x | Foundation / Slab(s) | | x | Walls / Fences | | x |
| Doors | | x | Interior Walls | | x | Windows | | x |
| Driveways | | x | Lighting Fixtures | | x | Other Structural Components | | x |
| Electrical Systems | | x | Plumbing Systems | | x | | | |
| Exterior Walls | | x | Roof | | x | | | |

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 | | x | Radon Gas | | x |
| Asbestos Components | | x | Settling | | x |
| Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____ | | x | Soil Movement | | x |
| Endangered Species/Habitat on Property | | x | Subsurface Structure or Pits | | x |
| Fault Lines | | x | Underground Storage Tanks | | x |
| Hazardous or Toxic Waste | | x | Unplatted Easements | | x |
| Improper Drainage | | x | Unrecorded Easements | | x |
| Intermittent or Weather Springs | | x | Urea-formaldehyde Insulation | | x |
| Landfill | | x | Water Damage Not Due to a Flood Event | | x |
| Lead-Based Paint or Lead-Based Pt. Hazards | | x | Wetlands on Property | | x |
| Encroachments onto the Property | | x | Wood Rot | | x |
| Improvements encroaching on others' property | | x | Active infestation of termites or other wood destroying insects (WDI) | | x |
| Located in Historic District | | x | Previous treatment for termites or WDI | | x |
| Historic Property Designation | | x | Previous termite or WDI damage repaired | | x |
| Previous Foundation Repairs | | x | Previous Fires | | x |
| Previous Roof Repairs | | x | Termite or WDI damage needing repair | | x |
| Previous Other Structural Repairs | x | | Single Blockable Main Drain in Pool/Hot Tub/Spa* | | x |
| Previous Use of Premises for Manufacture of Methamphetamine | | x | | | |

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____
Foundation was repaired in 05/2017 and was inspected 10/14/2019 and was found to be in good order.

*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 conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage (if yes, attach TXR 1414).
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway (if yes, attach TXR 1414).
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*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 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.

Section 6. 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): _____

*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).

Section 7. 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): _____

Section 8. 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: Walden Community Improvement Association
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$ 950 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.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Section 9. Seller has has not attached a survey of the Property.

Section 10. 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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no


Section 13. 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 14. 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): _____

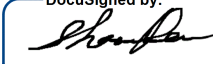
**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. 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.

DocuSigned by:

Signature of Seller _____ Date _____

Printed Name: Carrie Miller-Pearce

DocuSigned by:

Signature of Seller _____ Date _____

Printed Name: Shawn Pearce

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* (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: <u>Energy</u> | phone #: <u>800-368-3749</u> |
| 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:



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

| | | | |
|--|------------------------|-------------------------------|-----------------------|
| Home Bay TX, Inc. Licensed Broker /Broker Firm Name or Primary Assumed Business Name | 9006818 License No. | texas@homebay.com Email | 512-710-3437 Phone |
| Mathew Anderson Designated Broker of Firm | 0514432 License No. | mathew.a@homebay.com Email | 972-391-7018 Phone |
| Mathew Anderson Licensed Supervisor of Sales Agent/ Associate | 0514432 License No. | mathew.a@homebay.com Email | 972-391-7018 Phone |

| | | | |
|---------------------------------------|----------------------|----------------|----------------|
| _____ Sales Agent/Associate's Name | _____ License No. | _____ Email | _____ Phone |
| | | 10/18/2019 | |
| Buyer/Tenant/Seller/Landlord Initials | | Date | |

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



Affiliated Business Arrangement Disclosure Statement

To: Carrie Miller-Pearce Shawn Pearce

Property: 12713 Walden Rd, Montgomery, Tx 77356

This is to give you notice that Home Bay Technologies, Inc. (“Home Bay”), Home Bay CA Broker Inc. (“Home Bay CA”), CalTech Escrow, Inc., (“CalTech”), HomeBay Broker SE, Inc (“Home Bay FL”), Home Bay Broker GA, Inc. (“Home Bay GA”), Home Bay Broker IL, Inc. (“Home Bay IL”), Home Bay Broker TX, Inc. (“HomeBay TX”), Home Bay Broker CO, Inc. (“HomeBay CO”), and OTC National L.L.C. (“OnTitle Settlement Services”) are part of a family of companies, and each may refer to you the services of another. CalTech is wholly owned by Home Bay either directly or through one or more subsidiaries or its stockholders. OnTitle National Settlement Services is partially owned by Home Bay. In addition, HomeBay has contractual relationships with other affiliated service providers, including without limitation, each of the service providers listed on the table below. Because of these relationships, referrals to any of these companies by another may provide the referring company, Home Bay and/or its affiliates or subsidiaries with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service or insurance.


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.

| Service Provider | Service Provided | Charge or Range of Charges |
|--------------------------------------|--|---|
| Home Warranty of America (HWA) | Home Warranty Loan Tie-In Fee | \$325 - \$1,600 depending on property and optional coverages included |
| CalTech Escrow | Settlement / Escrow Fee Loan Tie-In Fee | \$525 to \$3,250 depending on the purchase amount \$280 for each lender |
| Home Bay Financial | Mortgage lending | Loan Origination \$545 - \$1,595 Discount Points 0.0% - 4.0% of loan amount (optional) Appraisal \$395 - \$1,000 (fees may vary due to complexity of appraisal and/or property) Credit Report \$9.75 - \$114.50 Tax Service Fee \$65 - \$110 Flood Certification Fee \$10 - \$30 |
| Hippo Insurance Services | Home Insurance | \$300 - \$4000 depending on property structure, location, coverage and deductible. |
| Kin Insurance | Home Insurance | \$300 - \$4000 depending on property structure, location, coverage and deductible. |
| Matic Insurance | Home Insurance | \$300 - \$4000 depending on property structure, location, coverage and deductible. |
| OnTitle National Settlement Services | Title Insurance and Settlement | \$583 - \$4235 depending on the insured amount |
| Praetorian Title | Title Insurance and Settlement | TX Title Insurance Rates are Set by Texas Department of Insurance: https://www.tdi.texas.gov/title/titlerates2018.html Closing Fee: \$250 - \$450 Electronic Funds Transfer Fee \$25 - \$45 |
| SnapNHD | Natural Hazard Disclosure | \$60 – 120 |

| | | |
|--|--|--|
| WFG National Title Insurance Company (WFGNTIC) | Settlement / Escrow Fee Loan Tie-In Fee | \$450 \$280 for each lender |
| Lendmark Closing Services, LLC | Title Insurance and Settlement | \$500 - \$4500 depending on the insured amount Closing Fee: \$450 - \$600 |

Although not affiliated business arrangements, please also note that Home Bay, Home Bay CA, Home Bay FL, Home Bay GA, Home Bay IL, Home Bay TX, Home Bay CO, OnTitle National Settlement Services and/or CalTech may have other business relationships and that certain products and/or services may be made available via these business arrangements in which Home Bay or its subsidiaries may receive a financial or other benefits from these business relationships. You are not required to buy or use any of these products and/or services from any particular vendor. As a courtesy, a representative from these firms may contact you to provide a comprehensive quote for your settlement or insurance-related needs.

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that I/we are being referred to the above-described services and any of these companies and/or their parents/subsidiaries/affiliates/employees may receive a financial or other benefits as a result of any such referral.

DocuSigned by:

 10/18/2019
 B9ED03E2E7464EB...

 Signature (Date)

DocuSigned by:

 10/18/2019
 5D6B62A1E3724DC...

 Signature (Date)

 Signature (Date)

 Signature (Date)



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 12713 Walden Rd, Montgomery, Tx 77356
(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

Buyer Date

Other Broker Date

DocuSigned by:
Cornie Miller-Peters 10/18/2019
Seller Date

DocuSigned by:
[Signature] 10/18/2019
Seller Date

Listing Broker Date

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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 10/18/2019 GF No. _____
Name of Affiant(s): Carrie Miller-Pearce Shawn Pearce
Address of Affiant: 12713 Walden Rd, Montgomery, Tx 77356
Description of Property: 12713 Walden Rd, Montgomery, Tx 77356
County Montgomery, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since 01/2018 there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) None

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

SWORN AND SUBSCRIBED this _____ day of _____, 20_____.

Notary Public
(TXR 1907) 02-01-2010