



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT 20315 Cherry Orchard Ln, Katy, TX 77449 (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, N Oven, N Microwave, Y Dishwasher, U Trash Compactor, Y Disposal, Y Washer/Dryer Hookups, U Window Screens, U Rain Gutters, Y Security System, U Fire Detection Equipment, U Intercom System, Y Smoke Detector, U Smoke Detector-Hearing Impaired, U Carbon Monoxide Alarm, U Emergency Escape Ladder(s), U TV Antenna, U Cable TV Wiring, U Satellite Dish, Y Ceiling Fan(s), N Attic Fan(s), Y Exhaust Fan(s), Y Central A/C, Y Central Heating, N Wall/Window Air Conditioning, Y Plumbing System, N Septic System, Y Public Sewer System, N Patio/Decking, N Outdoor Grill, Y Fences, N Pool, N Sauna, N Spa, N Hot Tub, N Pool Equipment, N Pool Heater, U Automatic Lawn Sprinkler System, Fireplace(s) & Chimney (Wood burning), Y (Mock), Y Natural Gas Lines, U Gas Fixtures, U Liquid Propane Gas, U LP Community (Captive), U LP on Property, Garage: Y Attached, N Not Attached, N Carport, Garage Door Opener(s): Y Electronic, U Control(s), Water Heater: Y Gas, N Electric, Water Supply: N City, N Well, Y MUD, N Co-op, Roof Type: 3-Tab shingle roof, Age: 5 - 10 years (approx.)

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

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.

\* 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>Y</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 |
|   | <u>N</u> Methamphetamine                             |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Roof - Repaired 4 bundle of shingles and 5-8 sheets of decking. House has had foundation work; see documents for stamped engineer's report with passed

hydrostatic test and full transferable warranty  
~~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.
  - Y 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): Raintree Village Homeowners Association, Inc  
(281) 685-3090, Main Fee: \$396.00 per year. 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. Litigation against HOA, not property, see HOA addendum for details. Property part of Harris-Galveston Subsidence District. 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 Trust I**

*Jason Cline*  
Signature of Seller

10/31/2019  
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



3200 Wilcrest Drive, Suite 440  
Houston, Texas 77042  
P: 832-240-3771  
F: 832-240-2724  
TBPE #F-18690  
www.becengineer.com

October 16, 2019

Perma Pier Foundation Repair  
2821 East Randol Mill Road  
Arlington, Texas 76011

Perma Pier Job #:

Subject: Review of Foundation Repairs at 20315 Cherry Orchard Lane, Katy, Texas 77449

As requested by Perma Pier Foundation Repair, we have reviewed the repair proposal and installation data from Perma Pier Foundation Repair regarding the repairs made to the above referenced residence. Perma Pier Foundation Repair presented the repaired portion of the foundation using 14 exterior segmental pre-cast concrete beneath the above referenced location for our review. The pile locations and spacing as represented were found to be in compliance with industry standards, and in accordance with Perma Pier Foundation Repair proposal based on the field data provided to us by Perma Pier Foundation Repair.

In our opinion, the piling depths in conjunction with the pile driving force as reported by Perma Pier Foundation Repair are appropriate for this type of structure and for the area where the work is being performed. The repair work performed to the subject location is believed to have been acceptably completed, based on the information provided by Perma Pier Foundation Repair's in accordance with good industry practice for foundation repair work using pre-cast segmental piles. The repairs performed on the subject location should be expected to minimize the foundation settlement observed prior to the foundation repair work. In instances where partial repairs are performed, meaning the entire foundation has not been underpinned, potential differential movement may occur. It should be noted that partial repairs modify the design of the foundation and while partial repairs are accepted industry practice the possibility of future movement should be recognized. Non-supported areas are not covered for downward foundation movements by the contractor's warranty.

The future performance of the foundation system on the subject location should function as generally intended, provided proper soil moisture is maintained and there is not a loss in the load bearing capacity of the soil beneath the foundation. Soils should be graded such that there is positive drainage away from the foundation or a drainage system can be installed to prevent water from ponding around the foundation. A foundation maintenance program is recommended which can be found at [www.foundationperformance.org](http://www.foundationperformance.org).

We appreciate being of service. If you have any questions or require additional information, please contact the undersigned.

Regards,

Karl Breckon, PE  
BEC Engineers and Consultants, LLC



Perma-Pier Foundation Repair Company

Job Paperwork

Crew Chief Name: Rafael Martinez

Address: 20315 cherry orchard Ln

City/State/Zip: Katy

Installation Date: 10-11-19 Job Number: 19-28200

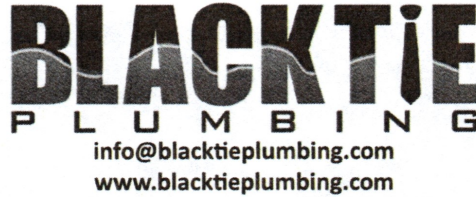
Pier No.	Total Number of Pilings	PSI	Pier Depth Feet
1	7	8,500	9
2	8	9,000	10
3	5	8,000	7
4	8	9,500	10
5	5	8,000	7
6	7	8,500	9
7	7	9,000	9
8	8	9,000	10
9	8	9,000	10
10	6	8,000	8
11	8	9,500	10
12	7	9,000	9
13	5	8,000	7
14	8	9,000	10
15			

Pier No.	Total Number of Pilings	PSI	Pier Depth Feet
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29	14		
30	14		

14 Total Pilings  
 14  
 0  
 7 / 10 Depth  
 8000 / 9500 PSI

\_\_\_\_\_ No. Piers  
 \_\_\_\_\_ Total Piling Readings  
 \_\_\_\_\_ Average Piling Readings

1205 W Carrier Pkwy  
Ste 205  
Grand Prairie TX 75050



Toll Free: 888.973.3981  
Phone: 682.218.5777  
Fax: 682.218.5776

Tech: Bill Bywaters

Date: 10/15/19 Job# 19-31829

Requested By:

Customer Name: OPENDOOR

Type of Test: Post-Test

Address: 20315 Cherry Orchard Ln

City: Katy

ZIP Code: 77449

Phone#:

### Domestic Water Pressure Test

PSI at Start of test: 61 Location of Test Gauge: Right Front Corner Hose Bib

PSI at End of test: 61 Total PSI Lost: 0 Length of test: 15 Min.

Pass  Fail  Unable to Test

For reference to this test Domestic Water Pressure Test is defined as: All water piping extending from the water meter, yard line and fixtures throughout the home. The test is performed by installing a gauge onto a hose bib utilizing the supplied city pressure and turning off the water at the meter. If a leak is indicated it could be a fixture drip, leak in the yard line, leak in the sprinkler system or a leak under the slab. If the system leaks we recommend a leak location test be performed to identify where the leak is in the domestic water system.

### Sewer Hydrostatic Test

Type of Cleanout: Single 2-Way Material Type: PVC Size of Cleanout: 4 Inch

Amount of Loss: 0 Length of test: 30 Min.

Pass  Fail  Unable to Test

Cleanout Location/Depth: Front Left / 2ft-6in Deep

For reference to this test Sewer Hydrostatic Test is defined as: All Sewer Piping extending from the cleanouts to under the Perimeter Beams of the Foundation of the Building. The test is performed by raising the cleanout to slab level, inserting a test ball into the sewer system and filling the sewer with water to slab level. If a leak is indicated we would recommend a leak location test be performed to identify where the leak/leaks are in the sewer system. Leak tests are accurate in most but not all cases. Before going through the expense of performing the leak locate have the sewer tested again. If you use Black Tie Plumbing to perform the leak locate and we identify there is no leak we will not charge you for the additional testing.

Recommendations/Notes:

Customer Signature: \_\_\_\_\_

Tech: Bill Bywaters \_\_\_\_\_



Foundation Repair of Texas

# CERTIFICATE OF WARRANTY

Opendoor

Owner

20315 Cherry Orchard Ln

Address

Katy, Texas 77449

City, State, ZIP code

Has received a Lifetime Transferable Warranty on Newly Installed Piers

Warranty under

the terms of the original written agreement dated

October 12th 2019

Perma-Pier Service Center  
2821 E. Randol Mill Rd.  
Arlington, TX 76011  
Office (214) 637-1444  
Fax (214) 637-0440



Kristen Stanley      October 15th, 2019

Kristen Stanley

Date

Warranty Administrator



## **LIFETIME WARRANTY**

It is the intention of the Company to permanently stabilize the *settlement* of that portion of the foundation covered by the contract within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span.) The LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and hybrid pilings. This warranty applies ONLY to the work performed by the COMPANY described as LIFETIME WARRANTY WORK under the terms, provisions, and conditions of the contract.

## **TRANSFER OF WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

***UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN NINETY (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.***

To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a \$100 transfer fee (or the current transfer fee in effect at the time of transfer) must be sent to the address on the front of this warranty certificate.

## **THIS WARRANTY SHALL BE NULL AND VOID IF:**

- 1) Full payment is not made within 30 days of completion of work as specified.
- 2) An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of Company, when such changes would affect loads on the foundation.
- 3) The structure is sited on a fault, or is affected by an earthquake or flood.
- 4) The foundation is undermined (i.e., unaddressed plumbing leaks, soil slumping, eroding, creek beds, excavations, etc.)
- 5) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the underground facility or swimming pool depth.
- 6) The natural eroding of existing structure.
- 7) Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature occur.
- 8) Any party other than Perma—Pier Foundation Repair of Texas adjusts or modifies the piers/pilings installed by Perma—Pier.
- 9) The structure is partially or completely dismantled, razed, or demolished.

## **ARBITRATION OF DISPUTES**

In the event that the Owner and Company cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession. If the 2 selected engineers cannot reach agreement, then an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any success or thereto, on application of either party. Arbitration shall be conducted in accordance with the prevailing rules of the American Arbitration Association or any successor thereto.



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## Transfer of Warranty

Date of Transfer: \_\_\_\_\_

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

Previous Owner: \_\_\_\_\_

New Owner Name (printed): \_\_\_\_\_

New Owner Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Mailing Address (if different than address above): \_\_\_\_\_

Questions Directed To: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

New Owner Contact Information: Phone(s): \_\_\_\_\_

Email address: \_\_\_\_\_

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished **no later than ninety (90) days after transfer of title**. Assignment will be made in accordance with the warranty and with the terms and procedures in effect at the time of transfer upon receipt of payment of the \$100 transfer fee (or current) at the time of transfer. **Perma-Pier must also have a copy of a recent passing plumbing test (within the past year) consisting of 1) a domestic water pressure test and 2) a sewer hydrostatic test at slab level.** As long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE,  
THIS WARRANTY IS NULL AND VOID.

NOTE: If foundation adjustments are required due to the settling of Contractor's piers or pilings, Contractor will re-adjust affected piers or pilings at no charge to owner. This warranty covers existing, contracted work performed by Perma-Pier Foundation Repair of Texas only. The future performance of any foundation, including future movement <sup>and/or</sup> the need for additional pilings cannot be predicted due to variables out of the control of Perma-Pier Foundation Repair of Texas. For unabridged details, see the original contract.

\*\*\* For Office Use Only \*\*\*  
Processing Employee: \_\_\_\_\_ Date: \_\_\_\_\_

## RECOMMENDED WATERING MAINTENANCE PROGRAM

During the rainy season, soil expansion occurs and during the dry-summer months or periods of little to no rainfall, soil shrinkage occurs. Due to drastic changes in Texas weather, soil tends to swell and shrink often causing your home to move up and down. To stop seasonal damage, a controlled watering program must be followed that will prevent excessive changes in the moisture content of the soil near the home.

The major factors influencing soil movement that can cause distress to the foundations are large individual trees, thickets or other vegetation that withdraw large amounts of moisture from the soil. The area where the roots are located is drier than adjacent areas. These pockets of dry soil have a much higher potential for swelling than do the less dry areas. Planting flower beds or shrubs next to the foundation and keeping these areas flooded will increase soil moisture content and result in soil expansion. Shade trees should be planted a distance equal to the mature height of the trees from the foundation. (Horticulturists report that one large tree can remove up to 200 gallons of water from the soil every day). If planted too close, the roots penetrate beneath the foundation and withdraw moisture from the soil creating soil shrinkage, often resulting in drainage problems. If the structure is built on expansive soils and the lot is not graded to drain rainfall runoff away from the structure, water collects and causes distress to the structure due to swelling of the soil from excessive moisture content.

### Maintenance Procedures:

1. Landscaping should be done on all sides of the foundation. Make sure you have a positive grade away from the foundation to assure proper drainage. If water is not properly draining away, consider installing a surface drain or French drain, depending on the severity of the problem.
2. During hot, dry weather, the foundation needs much more water to maintain stability. During cold, damp weather, less water is needed.
3. A soaker hose should be placed on each side of the foundation, no farther than 12" from the edge of the foundation. This will allow for an even distribution of water to soak into the soil. (Do not place the soaker hose against the foundation. If soil has dried and cracked, water may travel along the cracks and accumulate at the bottom of the grade beam. If too much water collects under the foundation, the soil may become too wet and lose its load bearing capacity; therefore, causing your house to sink into the ground or the soil may swell under moderate amounts of water and cause that area to heave.)
4. During hot or dry months, proper watering will keep the soil from separating or pulling back from the foundation. We recommend watering daily these months to keep the soil under the foundation at a consistent moisture rate. **Remember, the goal of a watering program is to maintain a constant level of moisture in the soil near and under the house.**

## 1. GENERAL CONDITIONS

"The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as practically possible. The house will be lifted until, in the sole opinion of the Contractor, further raising will result in excessive damage to cosmetic finishes or to the structure. Complete leveling is not to be expected. Pier locations may vary from site map due to conditions not under control by the Company.

\*\*The Contractor is not responsible for subsequent damage or costs caused by foundation lifting, stabilization, or driving pilings. Seasonal variations in the soil moisture contents may result in the formation of new cracks, or in varying length and width of existing interior and exterior cracks. Complete leveling of this property should not be anticipated. Lifting and/or stabilizing the foundation may cause sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials to stress and crack, wrinkle, separate, or break. The Contractor has no obligation to repair or to replace any damage whether it is exposed or concealed or buried, to the foundation, to the structure (including but not limited to cosmetic damage,) plumbing, flooring, electrical wiring, ducting, gas pipes, other portions of the structure and its system, furniture, fixtures, furnishings (including but not limited to artwork, photographs, sculptures, interior light fixtures and/or chandeliers), landscaping, irrigation, vegetation, shrubs, pavers, flagstone, wood or other decks, to spas or to personal property without regard to when or where said damage occurs except as otherwise set out herein. Contractor will not be responsible for repairing pre-existing plumbing problems, deteriorated pipes, new plumbing problems or leaks caused by foundation movement before, during, or after lift.

\*\* Prior to work beginning, please remove all outside items from the work areas (including anything that is special to you,) and ground or hanging lighting. We will transplant shrubbery at the point of installation, but we cannot guarantee their survival after transplant. You may wish to consult a landscaper or greenhouse to remove established plantings or shrubs prior to foundation work.

\*\* Customer shall supply Contractor with water and electricity at owner's expense. Contractor must have access to the breaker box at all times and must enter the property at the time it is leveled.

\*\* Contractor will arrange for underground line/utility checks (Texas 811) as needed. Contractor has no control over the line check personnel or their scheduling."

## 2. DISCOVERY CLAUSES (requiring a Change Order to continue the foundation work)

Pier Depth: Any depth beyond 30 feet on steel piers will incur additional charges through a change order in the amount of \$10.00 per foot over 30 feet.

- Existing Piers: Discovery of existing builder piers, or previous foundation repair piers will incur additional charges per pier to disable: \$250 - up to 12" diameter; \$500 - 12" to 24" diameter; \$750 - 24" to 36" diameter. For disabling existing Bullivant-style steel piers (bolted onto the foundation,) the charge will be \$250 per pier.

- Soil Conditions: Any unexpected rock formations or high density clay that keeps us from performing our standard duties will incur additional charges per a change order at \$150/ft.

- Non-Steel Reinforced Grade Beams: If we are performing repairs on a home without reinforced grade beams, work will cease until a change order is agreed upon.

- Excessive Roots: When digging tunnels and excessive roots are discovered, a charge of \$150 per foot of tunnel will be charged on a change order.

- Added Angle Iron/I Beam: If added materials are required, this will incur an additional charge of \$150 per pier on a change order.

- Post-Tension Cable Repairs: If broken cables are discovered, we can repair them at approximately \$900 per cable on a change order.

- Tunnel: If tunnels are not safe unless shored due to loose soils, or are deeper than 36" from slab, this will incur an additional charge of \$50/ft. of tunnel on a change order.

- Shoring: Beams deeper than 36" from grade will incur a charge \$50/ft. on a change order, and each pier location will incur an additional charge of \$250 for shoring material and labor.

- Shallow Water Table: If we discover that there is an unusually shallow water table which prohibits our work or changes our work scope, work will cease until a change order is agreed upon.

## 3. WARRANTIES

The LIFETIME WARRANTY WORK applies to concrete pilings, steel pressed pilings, and hybrid pilings. It is the intention of the Contractor to permanently stabilize the settlement of that portion of the foundation covered by this contract to within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span.) This warranty applies ONLY to the work performed by Contractor described as LIFETIME WARRANTY WORK under the terms, provisions and conditions of this contract, otherwise specifically noted in the "Warranty" section of the contract. If your foundation work is warranted, a passing plumbing test (current within the last year) is required for Perma-Pier to perform future warranty work or to transfer the warranty. **THIS WARRANTY SHALL BE NULL AND VOID IF:**

- Full payment is not made within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract.

- Post-Repair Plumbing Test is not performed, or if Test fails and repairs are not made. (Applies to all pier related jobs - does not apply to drainage or injections.)

> Locating and/or installation of cleanout(s) may be required to perform plumbing test. Installation of cleanout(s) will be at customer's expense if not included in this contract.

- Additional story is added to the structure, or changes of a similar scope are made without the prior written approval of Contractor, when such changes would affect loads on the foundation.



## Foundation Repair of Texas

### (3. WARRANTIES – continued)

- The structure is sited on a fault, or is affected by an earthquake.
- Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the maximum depth of the swimming pool.
- The foundation is undermined (e.g., soil slumping, eroding, unaddressed plumbing leaks, creek beds, excavations, etc.)
- The natural eroding of existing structure.
- Any accidental or intentional damage, fire, flood, windstorm, tornado, or other acts of nature.

#### **4. TRANSFER OF WARRANTY**

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of payment of transfer fee current at the time of transfer and receipt of a recent (within one year) passing plumbing test. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN (90) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** NOTE: To transfer the warranty, a Warranty Transfer Form, a current passing plumbing test (within the past year,) and a \$100 transfer fee (or the current transfer fee) must be sent to the address stated in Section 8 below.

#### **5. TERMINATION OF WARRANTY**

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract.

#### **6. DISCLAIMER OF ADDITIONAL WARRANTIES**

OTHER THAN THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTEE, REPRESENTATION, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING ANY OF THE FOLLOWING: (A) THE HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND IMPROVEMENTS WHERE THE PROJECT SITE IS LOCATED AS NOW EXISTING OR AFTER COMPLETION OF THE WORK; (B) THE MANNER OR QUALITY OF THE WORK AND THE CONSTRUCTION OF ANY IMPROVEMENTS TO THE PROPERTY BEING IN A GOOD AND WORKMANLIKE MANNER OR OTHERWISE.

#### **7. DISPUTE RESOLUTION**

A. Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration. The parties shall share the mediator's fee equally. The mediation shall be held in Dallas, Texas.

B. Arbitration: In the event mediation is not successful, all claims or disputes or other matters in question that are not resolved within ten (10) days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association; provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than ninety (90) days following delivery by either party of written demand for arbitration to the American Arbitration Association. The arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator a neutral third party such as the local office of the AAA or a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be Dallas, Dallas County, Texas

WAIVER OF JURY TRIAL-TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OWNER AND CONTRACTOR EACH IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR ARISING HEREAFTER. THE OWNER AND CONTRACTOR EACH AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

#### **8. NOTICES**

Direct notices and/or payments to: Perma-Pier Foundation Repair of Texas, 2821 E. Randol Mill Rd, Arlington, TX 76011

#### **9. WAIVER OF CONSEQUENTIAL DAMAGES**

The Owner and Contractor waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor.



**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**  
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 20315 Cherry Orchard Lane (Street Address), City of Katy, County of Harris, Texas, prepared by the property owners' association (Association).

- A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ 396.00 per year.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ 0.00 payable as follows \_\_\_\_\_ for the following purpose: \_\_\_\_\_.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ 0.00.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ 758,916.00.
- F. The amount of reserves for capital expenditures is \$ 85,791.39.
- G. Unsatisfied judgments against the Association total \$ 0.00.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: see attached.
- I. The Association's board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: No open violations at this time.
- J. The Association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 235.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \_\_\_\_\_  
Please make check payable to KPM Management and include settlement statement along with owner information closing form.

L. The Association's managing agent is KPM Management  
(Name of Agent)  
P.O. Box 6333 Katy, TX 77491  
(Mailing Address)  
281-685-3090 281-599-8822  
(Telephone Number) (Fax Number)  
MGMT@KPMManagement.com  
(E-mail Address)

M. The restrictions  do  do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

REQUIRED ATTACHMENTS: CD Included

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations: N/A                                   |
| 4. Current Balance Sheet |   |

**NOTICE: This Subdivision Information may change at any time.**

Raintree Village HOA

Name of Association

By: Patti Richardson  
Print Name: Patti Richardson  
Title: Agent  
Date: 08/19/19  
Mailing Address: P.O. Box 6333 Katy, TX 77491  
E-mail: MGMT@KPMManagement.com

This form has been approved by the Texas Real Estate commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.