



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

5211 Espuela Ln, Baytown, TX 77521

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

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

- 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, N Fireplace(s) & Chimney (Wood burning), Y Fireplace(s) & Chimney (Mock)

- Y Natural Gas Lines, U Gas Fixtures, U Liquid Propane Gas, 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: Asphalt Shingles Age: 6 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 [X] No [ ] 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): **Highlands (Garth) Ranch HOA Inc. Co.: RealManage**  
**Phone number: (855) 877-2472 Main Fee: \$322.30 (Annually) Property is located in Harris-Galveston Subsidence District.**

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 Trust I**

*Jason Cline*  
 Signature of Seller

11/15/2019  
 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

Email: [service@ciramail.com](mailto:service@ciramail.com)

Toll Free: (855) 877-CIRA (2472) Option#2

Fax: (866) 919-5696

## Resale Disclosure Document

Highlands (Garth) Ranch Homeowner Association Inc.

Physical Address: 5211 Espuela Ln Baytown, TX 77521

Legal Address: Phase / Section / Block / Lot 141

Expected Close Date: October 29, 2019

This Resale Disclosure Document concerning the above referenced Property has been prepared for the Board of Directors of the above referenced Community Association by RealManage. [1]

- A. The Property **is not** subject to a right of first refusal or other restraints contained in the restrictions or restrictive covenants that restricts the owners' right to transfer the owners' property.
- B. The current regular assessments for the Property are **set forth in the attached Statement of Account.**
- C. The current special assessments, if any, due for the Property after the date hereof are **set forth in the attached Statement of Account.**
- D. The total of all amounts due and unpaid to the Community Association that are attributable to the Property is **set forth in the attached Statement of Account.**
- E. The capital expenditures approved by the Community Association for its current fiscal year are **Not Available.**
- F. The amount of reserves for capital expenditures as of **08/31/2019** is **\$10,384.79.**
- G. Unsatisfied judgements against the Community Association total **None on File.**
- H. There **is not** a lawsuit pending against the Community Association.
- I. The Community Association board **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 Community Association.
- J. The Community Association board **has not** received notice from any governmental authority regarding health or building code violations with respect to the Property, any common areas, common facilities owned or leased by the Community Association.
- K. The Community Association charges an Ownership Conveyance Processing Fee as **set forth in the attached Statement of Account.**
- L. The Community Association's managing agent is RealManage and their corporate mailing address is PO Box 803555 Dallas, TX 75380-3555
- M. The restrictions **do** allow foreclosure of the Community Association's lien on the Property for failure to pay assessments.

**Prepared By:** RealManage, October 9, 2019 10:16 AM CST

**Title:** In its corporate capacity as an Agent, and on behalf of the Board of Directors of **Highlands (Garth) Ranch Homeowner Association Inc.**

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[1] The information contained herein (including attachments or accompanying documents) has been prepared based on information available at the time. All information is subject to change at any time without notice. RealManage and CiraConnect are not responsible for inaccurate or omitted information. No representation is made as to the legal validity or adequacy of any provision in any specific transaction.

The following are attached, to the extent they have been requested or are required, and are available: (i) Restrictions, (ii) Rules, (iii) Bylaws, (iv) Current Balance Sheet, (v) Current Operating Budget, (vi) Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities, and (vii) Any Governmental Notices of Health or Housing Code Violations.

## Statement of Account

Highlands (Garth) Ranch Homeowner Association Inc.  
 Physical Address: 5211 Espuela Ln, Baytown, TX 77521  
 Legal Address: Phase / Section / Block / Lot 141

Amounts Due at Closing [1]  
 Expected Close Date: October 29, 2019

<b>Check #1 Payable To:</b> "Highlands (Garth) Ranch Homeowner Association Inc." c/o RealManage PO Box 803555 Dallas, TX 75380-3555		<b>Check #2 Payable To:</b> "RealManage" PO Box 803555 Dallas, TX 75380-3555	
Balance Prior to Close [2][3]:	(\$56.32)	Ownership Conveyance Processing Fee	\$310.00
Advanced Assessments / Charges [4]:	\$56.32	Resale Disclosure Fee	\$290.00
<b>Total Check #1</b>	<b>\$0.00</b>	<b>Total Check #2</b>	<b>\$600.00</b>

Instructions Prior to Close. Regular Assessments, but not Special Assessments, are prorated through the day prior to closing. Closing agents are encouraged to request an updated SOA three days prior to the expected close date. However, if the closing date moves up or moves back by only 1-3 days (from the expected close date indicated in the last SOA), the closing agent may opt to calculate their own per diem adjustments. While the methods employed by a closing agent (via their in-house closing software) and RealManage (as agent for the Association) may differ slightly, the differences are usually negligible. So while these calculations will prevail, it is not mandatory to request an updated SOA if the expected closing date changes by three or fewer days.

After Closing. Please promptly mail a copy of this entire statement, a copy of the deed, settlement statement, and separate checks as shown above to RealManage, PO Box 803555, Dallas, TX 75380-3555.

[1] Amounts Due at Closing. Amounts due must be remitted on separate checks as shown. The figures contained herein have been prepared based on information available at the time. All information is subject to change at any time without notice. RealManage is not responsible for any inaccurate or omitted information.

[2] Balance Prior to Close. As of **October 8, 2019**, the account has been invoiced for all regular assessments due through **December 31, 2019**, and the account had a current balance of **\$0.00**. The Balance Prior to Close in the amount of **(\$56.32)** shown here is an estimate of what the account balance will be on the Expected Close Date after prorating the owner's regular assessments through the day prior to close, or **October 28, 2019**. At the time of closing, the owner's actual balance may be more or less than the amount estimated here. If the Balance Prior to Close is a credit and the current owner desires a refund, it must be handled at closing through the settlement statement. Balance refund requests cannot be processed outside of closing.

[3] Per Diem Adjustments. If the Closing Date changes, then both (i) Balance Prior to Close and (ii) Advance Assessments will change (irrespective of any additional payments made on, or late fees or other charges billed to, the property's account). For each day that the closing is delayed beyond the Expected Close Date of **October 29, 2019**, we estimate that Balance Prior to Close will **increase** by **\$0.87** and Advance Assessments will **decrease** by **\$0.87**. For each day that the closing is advanced sooner than the Expected Close Date of **October 29, 2019**, we estimate that Balance Prior to Close will **decrease** by **\$0.87**, and Advance Assessments will **increase** by **\$0.87**.

[4] Advance Assessments. Advance Assessments is an estimate of the amounts to be due for the period from closing on **October 29, 2019** through **December 31, 2019**. The actual amount(s) due may vary. Regular Assessments are prorated for the period and are calculated at the rate of **\$322.30** per Year.

See attached page for important additional disclosure regarding the figures contained here.

## **Additional Notes**

The amounts to collect at closing, shown here as Check #1 and Check #2, have not been provided pursuant to Texas Property Code regarding Resale Certificates, (i) unless this SOA has been furnished by RealManage as an attachment to a Resale Certificate, (ii) and then only with respect to the Balance Prior To Close, Initial Capital Assessment and Working Capital Assessment due to the Association (but excluding Advance Assessments) shown under Check #1. In any case, the amounts shown herein are valid only for the property, owner/seller, buyer (if any), estimated closing date and other circumstances specified herein.

Email: [service@ciramail.com](mailto:service@ciramail.com)  
 Toll Free: (855) 877-CIRA (2472) Option#2  
 Fax: (866) 919-5696

## Owner's Association Settlement / Disclosure Document Request

### Request for Documents:

<u>Documents Requests (check all that apply):</u>		<u>Fulfillment [1] (check one):</u>	
Resale Certificate	<input checked="" type="checkbox"/>	Standard (72 hours; business days only)	<input checked="" type="checkbox"/>
Statement of Account - first request	<input type="checkbox"/>	Rush (24 hours; business days only)	<input type="checkbox"/>
Statement of Account - update	<input type="checkbox"/>		
Questionnaire	<input type="checkbox"/>		
<u>Transaction (check one):</u>		<u>If a Sale [2] (check of applicable):</u>	
Sale	<input checked="" type="checkbox"/>	Owner/Seller is a relocation service provider	<input type="checkbox"/>
Refinance / Other	<input type="checkbox"/>	Owner/Seller obtained title in a foreclosure	<input type="checkbox"/>

### General:

Date of Request:	10/08/2019	Expected Close Date:	10/29/2019
GF Reference #:	199040	Other Reference #:	
Other Reference #:		Other Reference #:	

### Requested By:

Requested By (Name):	SOU Setup	Direct Phone	6782825900
Company Name:	OSNational	Cell Phone:	
Street Address:	2170 Satellite Blvd	Email:	osncpuprocessing@osnational.com
City / State / Zip:	Duluth GA, 30097	Fax:	6782818876

### Property:

Association / Subdivision:	Highlands (Garth) Ranch		
Physical Address:	5211 Espuela Ln, Baytown, TX 77521		
Phase:	Section:	Block:	Lot: 141

### Owner / Seller:

Full Legal Name:	Justin A Martin
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### Buyer:

Full Legal Name:	Opendoor Property Trust I		
<b>Contact Information Prior to Closing:</b>			
Mailing Address:	5211 Espuela Lane Baytown , TX 77521		
Email Address:	hoa@opendoor.com		
Phone:	4804859099		
<b>Contact Information After Closing (Required [3]):</b>			
Mailing Address:	5211 Espuela Lane Baytown ,TX 77521		
Email Address:	hoa@opendoor.com		
Phone:	4804859099	Will Buyer Reside at Property (Y/N):	N

[1] **Fulfillment.** Standard turnaround time is 72 hours (business days only) from the time the request is received. Rush turnaround time is 24 hours (business days only), and additional charges will apply. Standard and "rush" turnaround times do not apply to requests for all properties including properties where the owner's account has been referred to an attorney, lien service or collection agent for collection, properties requiring a physical inspection prior to disclosure and properties in communities recently transitioned to new management and / or the CiraConnect platform. To cancel a request, promptly notify us via email.

[2] **Sales Involving Foreclosed Property or Transacted by Relocation Service Providers.** The sale of a property involving a seller that obtained title through a foreclosure or as part of a transaction to assist an owner in a corporate relocation may be subject to a double-deeded transfer and subject to additional charges. Please provide a deed or substitute trustee deed to facilitate processing.

[3] **Buyer Contact Information.** The Buyer and Title Company are responsible for providing the Owner's Association with a valid mailing address for Owner's Association correspondence. This information is required if the Buyer does not intend to reside at the property (e.g. an investor). The Title Company may be subject to recourse from the Buyer for failure to provide this information to the Owner's Association. Unless an alternate mailing address is provided, all correspondence will be sent to the property address.