



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT 2819 Winter Lks, Missouri City, TX 77459 (Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

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

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

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

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

- 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), U 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, Y 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 (Mock)

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

Roof Type: Shingle Roof Age: 0-7 Years (approx.)

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

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

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

* 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 Methamphetamine |

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

Age of roof indicates previous seller replaced it in prior years. - Details unknown

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): First Colony Community Services

Association, Inc. (281) 634-9500 Main fee Annually \$790.00 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. Property Located in Fort Bend 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

Megan Meyer
Signature of Seller

03/30/2020
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



Documentation provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information.

RESALE CERTIFICATE
FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP
IN FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.

This Resale Certificate is executed on this 21st day of October, 2019 on behalf of the First Colony Community Services Association, Inc., a Texas non-profit corporation (the "Association") and concerns the real property located at 2819 WINTER LKS, MISSOURI CITY, Fort Bend County, Texas (the "Property").

1. **Documents Provided.** Attached to this Resale Certificate are copies of the following documents:
 - A. A disc (and any amendments and supplements thereto) of the Declaration of Covenants, Conditions and Restrictions for First Colony (the "Declaration");
 - B. A disc with current copy (and any amendments and supplements thereto) of the Supplemental Amendment for Lake Colony, Section Four neighborhood, which is where the Property is located;
 - C. A disc with current copy (and any amendments and supplements thereto) of the Development Guidelines for Lake Colony, Section Four neighborhood, which is where the Property is located;
 - D. A disc (and any amendments and supplements thereto) of the Bylaws of the Association (the "Bylaws");
 - E. Notice of Dedicatory Instruments for the Association;
 - F. A copy of Articles of Incorporation of the Association;
 - G. A copy of the current Rules and Regulations ("Rules") governing the Association for:
 - i. Assessment Collections Policy
 - ii. Residential Deed Restriction Policy and Schedule of Fines
 - iii. Certificate of Compliance Policy
 - iv. Available Guidelines for Modifications
 - v. Park, Lake & Recreation Facility Rules & Regulations
 - vi. Access to Association Records;
 - H. A copy of the Association's current Operating Budget for the current year;
 - I. A copy of the Association's current Balance Sheet; and
 - J. A copy of the Certificate of Insurance showing the insurance coverage carried by the Association.
2. **Information Provided**
 - A. The Association does not maintain a right of first refusal or other restraint in the Declaration that restricts an owner's right to transfer the Property;
 - B. The current annual assessment for the Property is **\$774.00**; the current annual assessment for the Neighborhood is **\$0.00**; all assessments referred to in this section are levied once each year;
 - C. There have not been any special assessments levied which are due after the date this Resale Certificate is issued;
 - D. The total of all amounts due and unpaid to the Association that are attributable to the Property is **\$0.00**;
 - E. Capital and reserve expenditures budgeted by the Association for the fiscal Year ending 12/31/2019 are \$5,379,045;

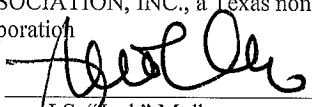
- F. The amount of funding available for reserve and capital expenditures are \$8,884,921 at 12/31/2018. Additionally, the 2019 budget provides for another \$2,554,433 for a total of \$11,439,354.
- G. The total of any unsatisfied judgments against the Association is \$ 0;
- H. The Association does not provide insurance coverage for the benefit of owners other than as set out on the attached Certificate of Insurance which relates to common areas and common facilities;
- I. The Association has no actual knowledge of any conditions on the Property which are in violation of the Declaration, the By-Laws or the Rules, other than which is indicated in the attached **Certificate of Compliance with Provisions** as of the date indicated;
- J. The Association has not received notice from a governmental authority regarding health or housing code violations existing on the date of this Resale Certificate relating to the Property or any common areas or common facilities owned or leased by the Association;
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of the Property is \$250.00;
- L. The Association does not have a third-party managing agent. The mailing address and telephone number of the Association are as follows:

First Colony Community Services Association, Inc.
4350 Austin Parkway
Sugar Land, Texas 77479
Telephone Number: 281-634-9500

- M. The Declaration allows the foreclosure of the Association's lien on an owner's property for failure to pay assessments.
3. **Limitation of Information.** The information provided and statements made in this Resale Certificate are limited to the Association's actual knowledge; the Association has not made any investigation beyond the information furnished, and will not update or supplement this Resale Certificate if subsequent to the date of this Resale Certificate, the Association receives notice of information which may change the information or statements contained in this Resale Certificate. Notwithstanding the completion of this Resale Certificate by the Association, any interested party is responsible for undertaking any due diligence such party deems to be appropriate in connection with the Property and with respect to the information provided or statements made by the Association in this Resale Certificate.
4. **Repairs by the Association.** The Association will not make any repairs to the Property or do anything else in connection with the Property or the common area or common facilities unless required by the terms of the Declaration.

EXECUTED as of the day first written above.

FIRST COLONY COMMUNITY SERVICES
ASSOCIATION, INC., a Texas non-profit
corporation

By: 
Name: I.S. "Jack" Molho
Title: Executive Director



October 17, 2019

YENSON NGUYEN
2819 WINTER LKS
MISSOURI CITY, TX 77459

01-480 1894 02

**RE: CERTIFICATE OF COMPLIANCE WITH PROVISIONS
2819 WINTER LKS
Inspection Date: October 17, 2019**

Based on an inspection by First Colony Community Services Association, Inc. ("FCCSA"), as of the date of this letter, the Association deems the above referenced property to be in Compliance with the Declaration of Covenants, Conditions, and Restrictions, any Supplemental Amendment to such Declaration, Development Guidelines, or any rules, regulations or policy resolutions with exception to the following violation provisions:

- PROVISIONS:**
1. **Re-sod all bare areas of the lawn with St Augustine sod. If the area between the street and the curb will not grow sod, Asian jasmine would be an alternative.**
 2. **Repair all rotted wood and re-paint to match.**
 3. **Remove all mildew, possibly by power washing.**

- NOTES:**
- a. **This inspection was limited to the front, left, and right sides of property only, as seen from the street.**
 - b. **Prior to conveyance of this property, any satellite dish(es) that are not currently operational and that are mounted on the roof or on the ground must be removed; repairs must be made to the property per FCCSA requirements.**

It is the responsibility of the homeowner to cure the provision items listed above within 30 days. The file notes are for reference only. Should any of these items not be resolved, fines could be incurred by the homeowner until the violation is cured. For any questions concerning the above provisions of this inspection, please call Pamela Johnson at 281-634-9517.

During the resale of property, it is the homeowner's responsibility, or that of their representative, to notify the buyer that they are purchasing a home within a deed restricted community. Please be advised that the inspection of this property was limited to exterior surfaces from public view and their conformance to the architectural standards. This inspection is not to approve or disapprove engineering and structural design or quality of materials. By this inspection, the Board of Directors, Property Improvement Committee, nor FCCSA assume any liability or responsibility.

This Certificate of Compliance will be forwarded to the party requesting it, on behalf of the present property owner. FCCSA thanks you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "P. Johnson". The signature is written in a cursive style.

Pamela Johnson
Community Standards Inspector

cc: Property File
New Property Owner