

## Exclusive Right to Sell or Lease Listing Agreement

The MLS and Texas Real Estate rules require that you sign a listing agreement before we can list your property on the MLS. Owner **MUST NOTIFY BROKER WITHIN 24 HOURS** of any status change and provide copies of contracts to broker, per TREC rules. This applies to **any** type of sale or lease with or without a buyer/tenant agent.

This LISTING AGREEMENT is by and between the owner/s (must be owner/s on deed) and Listing Results, LLC – Broker.

Owner Name/s Timothy M. Huber and Listing Results, LLC (Broker) and

Provides that in consideration for providing services described herein, owner hereby appoints Broker as owner's listing broker.

Broker to list the property at a sale/rental price of \$ 859,500

Address 11518 Montmarte Blvd

City/Zip Houston 77082 in Harris County.

Broker will file this listing with the Multiple Listing Service (MLS). Owner authorizes Broker to submit information about this property on the MLS. MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased or sold data, so that subscribers to the MLS may use the information for market evaluations or appraisal purposes. This agreement also grants the MLS the right to down load your listing to the applicable public websites. Broker has no control over any of the public websites.

**Owner may cancel this agreement at any time**, unless the property is in negotiations or under contract. There is no refund once the property has been listed. Owner grants Broker the exclusive right to list the property, which means owner cannot list property on the MLS with a different broker without first canceling this agreement with Listing Results, LLC. If for any reason Broker cannot reach seller in a reasonable amount of time, broker may terminate this agreement and no refund will be given to seller.

You must offer a buyer agent commission. The industry norm is 3% of the total sales price at closing (on for sale listings) or 1/2 the first month's rent (for lease listings) which you are agreeing to by your signature; You must fill in the amount of commission you are offering in the blank below. Do not write in 0 in the blank; a commission must be offered. Lease listings: You must write in the amount below, you are offering the agent that brings you a tenant directly at move-in.

**BROKER FEE/COMPENSATION** ..... The two possible commission/fee scenarios are:

Scenario #1 if buyer/tenant is procured by a buyer's agent/broker - Your fee is the non-refundable fee you paid us at time of listing plus a 3 % (you must write in the amount of commission you are offering the buyer's agent ). This blank cannot have, N/A, 0 or "to be negotiated", a commission must be offered) of the total sales price/lease amount at closing to the agent/broker that brings the buyer/tenant to the property. This fee will be paid to the one agent/broker that brings an able buyer/tenant for your home and is paid at closing/move-in per terms of this agreement.

Scenario #2 if buyer/tenant is procured by any other means (without a buyer's agent/broker) the only fee paid by seller is the non-refundable fee paid to us at the time of listing, (one of the listing packages you have chosen).

**COOPERATION WITH "OTHER BROKERS" (BUYER AGENT/BROKER):** Broker will allow Other Brokers (i.e. buyer agents/brokers) to show the property to prospective buyers/tenants. Owner authorizes listing broker to offer a compensation/fee discussed above to any participating broker (buyer's agents/broker) in the MLS. This fee is earned and payable to the buyer agent/Broker (one Broker) that brings the person that purchases/leases the property listed and is payable at closing/move-in.

Broker is not an expert in and is not providing advice to owner concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Owner is encouraged to seek expert help from qualified professionals in such areas.

Owner understands that they must comply with all federal, state and local laws concerning fair housing and acknowledges that federal and Texas law prohibit discrimination in the lease of property based on race, color,

religion, sex, disability, familial status, or national origin. Owner cannot instruct Broker or any salesperson acting as owner's agent or convey on behalf of Landlord any limitations in the lease of the property based upon any of the foregoing. Owner shall indemnify, defend and hold Broker harmless from and against any and all claims, demands, suits, damages, liability, losses, or expense (including all attorney's fees and damages) arising out of any misrepresentation, nondisclosure or concealment by seller in connection with the sale/lease of the property, including, without limitation, the inaccuracy or incompleteness for any complaints made by a buyer or prospective buyer before or after possession of the property with respect to any defect in the property. Owner agrees to submit accurate information about the property. Square footage must be verifiable by tax records or an appraisal; we cannot use building plans, survey, owner drawings or anything other than an appraiser's measurements. If you do not have an appraisal or appraiser's measurements, we will use the tax records.

Owner has received/read/signed the Information about Brokerage Services concerning brokerage relationships and understands it in its entirety. Owner may not attempt to procure a tenant/buyer represented by a broker and negotiate directly with them. Owner MAY NOT negotiate directly with the buyer's broker, per Texas laws.

Owner understands that Texas law requires Broker to disclose to any buyer all adverse material facts related to the condition of the property known by Broker or Owner. Owner acknowledges that broker is subject to and will abide by the Rules and Regulations of the MLS, any REALTOR® Association and the Texas Real Estate Commission, SB 810, minimum level of service rules, and listing broker may cancel this agreement if owner does not comply with these rules, is unreachable, or fails to provide any info needed and will not be entitled to a refund of the listing fee. Owner agrees to pay any fines incurred from the MLS for not reporting status changes or any inaccurate information.

Broker is required by TREC to have copies of all contracts, addenda, seller's disclosure, HUD-1 and owner agrees to provide all information within 24 hours after closing and funding. If information is not provided by owner, owner is in breach of this agreement and may be subject to fines. Broker will provide the level of service as required by the Texas Real Estate Commission or any governing organization.

If you choose to use a lock box, Broker advises owner that a lock box is not a security device. Using a key box will probably increase showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor the MLS nor Listing Results LLC requires a key box and is not responsible for any loss, damage or theft. Broker is not responsible or liable in any manor for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not limited to injuries or damages caused by any party.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT; I am the owner on the deed of this property. BY MY SIGNATURE BELOW, I AGREE TO ALL OF THE TERMS OF THIS CONTRACT IN ITS ENTIRETY. I agree to supply Listing Results, LLC with all contracts, addendums and any forms requested. I agree to pay any fines incurred by not supplying the required paperwork to broker. Any alteration of this Listing Agreement without consent of the broker will not be valid. If you sign this agreement and are not the owner of record, we will terminate this listing and no refund will be given. We cannot list on the MLS if you have equitably interest, if discovered listing will be terminated and there will be no refund.

TERM: Listing commences on: (write in a date you wish the listing to start, **do not put immediately**, but it must be equal to or later than the day submitted. (For a Friday list date, we need all required info by Wednesday, list date must be Mon-Fri) 12/9/2020 and ends at 11:59 PM on 12/8/2021. Do not put longer than your plan allows. This is consecutive dates.

**\*\*Important:** Your listing will expire and our agreement will terminate on the date you fill in as an expiration date; regardless of the amount of time your plan includes. If you wrote in a shorter time, you would have to extend prior to expiration on the MLS or there will be a charge. If you put in a longer time than your plan includes, we will alter it. (end date-length if package, BUT you may cancel at any time per terms of this agreement, unless you home is under contract to sell/lease, there is no refund once the property has been listed.)

OWNER'S (owner on deed) SIGNATURE X Tim Huber 12/4/2020  
DocuSigned by: BCF263B4F3A646C...

OWNER'S (owner/spouse) SIGNATURE X \_\_\_\_\_

(Married owner, if your spouse has ever lived in property, they must sign as well)



## Information About Brokerage Services

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

### TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

Property address: 11518 Montmartre Blvd. Houston, Texas 77082

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No. <sup>DS</sup> TH	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

**Showing Instructions & Contact Info**

Owner legal name/s (as listed on deed): Timothy M. Huber

Person filling out form: Timothy M. Huber Relationship to owner: owner

Property address: 11518 Montmarte Blvd.

City: Houston County: Harris Zip: 77082

Subdivision name: Royal Oaks

Seller address if not property address: \_\_\_\_\_

**\*\*Numbers for correspondence: 1st is for the main number for showings or correspondence with us. These numbers will be posted on the MLS in the agent remarks unless "do not post" checked.**

1st # 7134470347 Name: Tim Huber  Cell  Home  Office  Do not post

2nd # \_\_\_\_\_ Name: \_\_\_\_\_  Cell  Home  Office  Do not post

Owner 1 email: tim.huber@usi.com

Owner 2 email: \_\_\_\_\_

Combo: Pick a 4-digit code: 7393 Entry Type Gate code: \_\_\_\_\_

**No Lockbox:** if you are not using a lockbox, you the seller will have to give access to the agents.

**\*\*Supra:** \*I understand that it is my responsibility to send the Supra back to LR for the refund of the deposit with the Supra return slip.

Lockbox location: front door

Security system:  None  Armed Code to disarm: \_\_\_\_\_

Security pad location? front door Code to rearm: \_\_\_\_\_

Preferred method of contact for showings:  Text  Email  Phone

Home is:  Vacant  Seller occupied  Tenant occupied

**Showing Type :**

**Go:** No notice needed, vacant. **Must have Showing Time and lockbox.**

**Courtesy Call:** You will get a text, call or email with agent name, company and time if you do not respond agent will show. **Must have Showing Time and lockbox.**

**Appointment required:** Use this if you do not have lockbox or have special conditions. Can be used with Showing Time. You will have to confirm, before agent can show.

**Special showing instructions** (please state if you need notice and how much to show):  
\_\_\_\_\_

Pets on property (where & type): \_\_\_\_\_

**Property Info**

This form is for all property types and MLS's, if an item does not apply to your property type, type in NA. Each MLS has varying information, so some of the info will not be posted to your listing on the MLS. Please fill out completely.

**\*\*\*DO NOT check any features that do not convey with the sale.** Call for clarification.

Choose one MLS to be listed in, if you are unsure call us at 817-283-5134 EX 1  
 Longview is the only area without a scheduling service, agents will call you for appointments.

- |                                             |                            |
|---------------------------------------------|----------------------------|
| Austin                                      | Longview (no Showing Time) |
| Bryan/College Station                       | North Texas (DFW)          |
| Central Texas                               | San Antonio                |
| Corpus                                      | Tyler                      |
| <input checked="" type="checkbox"/> Houston | Waco                       |

Do you have an existing survey?  Yes  No Date of survey: \_\_\_\_\_ No

Front door faces: East  North  South  West

Is the property located in a flood zone? Yes  No If yes you will need TAR 1414  No

Is flood insurance required? Yes  No  No

Master Planned community (Houston only)?  Yes  No

Master Planned Community name: Royal Oak Country Club

<b>Listing Type:</b>	<b>Style of Property:</b>	<b>Construction:</b>	<b>Parcel ID:</b>
Single family	Barn dominium	All sides brick	
Multifamily	Colonial	1-3 sides brick	<b>Multi Parcel ID:</b>
Lots & acreage	Contemporary	Frame/brick	
Commercial	Craftsman	trim	<b>Assessor Unit:</b>
Rental	Mediterranean	Metal	Guest quarters
Mid/Hi-Rise Condo	Ranch	Rock/stone	Pool house
Townhouse/Condo	Southwestern	Siding/Type	Other: _____
<b>Property Type:</b>	Spilt level	_____	<b>School District:</b>
Condo	Traditional	Stucco	Alief
Commercial	Other: _____	Other: _____	Primary: _____
Full duplex	<b>Construction Status:</b>	_____	Elementary: _____
Farm/Ranch	(new means never lived in)	Year Built: _____	Junior high: _____
½ duplex	New construction	_____	Intermediate: _____
Lot	complete	(We will use the tax data unless you supply documentation.)	High School: _____
Lots/acreage		<b>**If built prior to 1978 you will need to fill out OP-L form</b>	Senior High: _____
Manufactured	New construction	_____	
Mid/Hi rise	incomplete	Square footage: _____	
Single detached	Completion date: _____	_____	
Townhome		_____	
<b>Listing Type:</b>	<input checked="" type="checkbox"/> Pre-owned	_____	
For sale	Builder Name: _____	_____	
For lease	Charles Martin	<b>**We will use the tax data unless you supply the appraisal to us.</b>	

**EXCLUSIONS:** We can list exclusions on the MLS, however, to ensure they are excluded from the sale, **they must be listed on the contract in sec 2. D.** Examples of real property: installed items, Ring doorbell, Nest thermostat, drapes & rods, TV or speaker mounts, Media equipment, Pool equipment, mirrors mounted over sinks, light fixtures, etc....Examples of personal property: TV's, -fridge (freestanding) washer, dryer... If you are unsure call 800-433-5206.  
DO NOT LIST PERSONAL ITEMS HERE.

# Bedrooms:		4		# Full Baths:		4		# Half baths:		0		
# Stories:		1		# Living areas:		2		#Eating areas:		2		
Room name	Dimensions			level	Special features:							
Living Room 1	20	X	40	1	Built-in cabinets							
Living Room 2	25	X	40	1	Built-in cabinets							
Living Room 3		X			Built-in cabinets							
Study/office		X			Built-in cabinets							
Kitchen		X			Breakfast bar		Pantry					
					Built-in cabinets		Walk-in pantry					
					Butler's pantry		Solid surface/non-natural type					
					Island		Tile countertops					
					Natural stone/granite type							
Breakfast		X			Other:							
Dinning		X			Built-in cabinets				Formal			
					Kitchen/dining				Living/dining			
Utility room		X			Built-in cabinets		Room for freezer					
					Dryer electric		Pantry					
					Dryer gas		Sink					
					Laundry chute		In garage					
					Linen closet		Washer hookup					
Master bedroom	25	X	20	1	X	Custom closet system				X	Jetted tub	
					X	Dual sinks		Shower body sprays				
						Fireplace		Sitting area				
						Garden tub		Walk-in closet/s				
Bedroom 2	20	X	20	1	Custom closet				Walk-in closet			
Bedroom 3	20	X	20	1	Custom closet				Walk-in closet			
Bedroom 4		X			Custom closet				Walk-in closet			
Bedroom 5		X			Custom closet				Walk-in closet			
Full bath 1		X			Dual sinks		Jack & Jill					
					Natural stone/granite		Separate vanities					
Full bath 2		X			Dual sinks		Jack & Jill					
					Natural stone/granite		Separate vanities					
Full bath 3		X			Dual sinks		Jack & Jill					
					Natural stone/granite		Separate vanities					
Half bath		X										
Game room		X										
Media room		X										
Sun room		X										
		X										

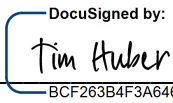
<p><b>Interior features:</b> (check only conveying items)</p> <ul style="list-style-type: none"> <li>Bay windows</li> <li>Built-in wine cooler</li> <li>Cable TV</li> <li>Central vac</li> <li>Decorative lighting</li> <li>Flat screen wiring</li> <li>High speed internet</li> <li>Loft</li> <li>Multiple staircase</li> <li>Plant. Shutters</li> <li>Skylight/s</li> <li>Sound sys wiring</li> <li>Vaulted ceilings</li> <li>Water softener</li> <li>Window coverings</li> </ul> <p><b>Smart Home Features:</b></p> <ul style="list-style-type: none"> <li>Yes</li> <li>No</li> </ul> <p><b>Alarm system:</b></p> <ul style="list-style-type: none"> <li>Yes</li> <li>No</li> </ul> <p><b>Type:</b></p> <ul style="list-style-type: none"> <li>Burglar</li> <li>Carbon monoxide dect.</li> <li>Ext security lights</li> <li>Fire/smoke</li> <li>Leased</li> <li>Monitored</li> <li>Owned</li> <li>Pre-wired</li> <li>Smoke dector</li> <li>Wireless</li> </ul> <p><b>Roof:</b></p> <ul style="list-style-type: none"> <li>Composition</li> <li>Metal</li> <li>Tile</li> <li>Slate</li> <li>Other: _____</li> </ul>	<ul style="list-style-type: none"> <li>Cooktop gas</li> <li>Dishwasher</li> <li>Disposal</li> <li>Double oven</li> <li>Oven elect</li> <li>Oven gas</li> <li>Plumed for gas</li> <li>Range elect</li> <li>Range gas</li> <li>Refrigerator</li> <li>H2-O line to frig</li> </ul> <p><b>Pool in backyard:</b></p> <ul style="list-style-type: none"> <li>Yes</li> <li>No</li> </ul> <p><b>Pool features:</b></p> <ul style="list-style-type: none"> <li>Above ground</li> <li>Attached spa</li> <li>Cleaning syst</li> <li>Custom cover</li> <li>Diving</li> <li>Heated</li> <li>Fiberglass</li> <li>Gunite</li> <li>Vinyl</li> <li>Indoor</li> <li>Play pool</li> <li>Saltwater</li> <li>Sep spa/hot tub</li> <li>Water feature</li> </ul> <p><b>Handicap:</b></p> <ul style="list-style-type: none"> <li>Yes</li> <li>No</li> <li>Handrails</li> <li>Meets ADA require</li> <li>Ramp</li> <li>Wheelchair access</li> <li>Wide doorways</li> </ul> <p><b>Flooring:</b></p> <ul style="list-style-type: none"> <li>Carpet</li> <li>Ceramic tile</li> <li>Concrete</li> <li>Laminate</li> <li>Marble</li> <li>Slate</li> <li>Stone</li> <li>Vinyl</li> <li>Wood</li> </ul>	<p><b># Carport spaces:</b> 0</p> <hr/> <p><b># Garage spaces:</b> 3</p> <hr/> <p><b>Garage length:</b> 25</p> <hr/> <p><b>Garage Width:</b> 25</p> <hr/> <p><b>Total Covered Parking:</b> 3</p> <hr/> <p><b># Fireplace:</b> 2</p> <ul style="list-style-type: none"> <li>Blower fan</li> <li>Brick</li> <li>Decorative</li> <li>Electric</li> <li>Freestanding</li> <li>Gas logs</li> <li>Gas starter</li> <li>See through</li> <li>Stone</li> <li>Wood burning</li> <li>Room location: Living</li> </ul> <p><b>Foundation:</b></p> <ul style="list-style-type: none"> <li>Basement</li> <li>Pier &amp; Beam</li> <li>Piered beam slab</li> <li>Slab</li> </ul> <p><b>View:</b></p> <ul style="list-style-type: none"> <li>City</li> <li>Creek/stream</li> <li>Fields</li> <li>Golf course</li> <li>Greenbelt</li> <li>Hill country</li> <li>Lake/river</li> <li>No view</li> <li>Pond</li> <li>Woods</li> <li>Other: _____</li> </ul> <p><b>Water:</b></p> <ul style="list-style-type: none"> <li>Waterfront</li> <li>Water access</li> <li>Boat lift</li> <li>Common dock</li> <li>Private dock</li> <li>Public ramp</li> <li>Other: _____</li> </ul>	<p><b>Body of Water name:</b> _____</p> <p><b>Distance to:</b> _____</p> <p><b>Parking Features:</b></p> <ul style="list-style-type: none"> <li>Assigned spaces</li> <li>Attached</li> <li>Circle drive</li> <li>Common garage</li> <li>Covered</li> <li>Detached</li> <li>Front</li> <li>Garage</li> <li>Garage conversion</li> <li>Door opener</li> <li>Gold cart garage</li> <li>Sink in garage</li> <li>None</li> <li>Oversized</li> <li>Porte-Cochere</li> <li>Rear</li> <li>Side</li> <li>Tandem style</li> <li>Uncovered</li> <li>Workbench</li> </ul> <p><b>Common Features:</b></p> <ul style="list-style-type: none"> <li>Boat ramp</li> <li>Campground</li> <li>Club house</li> <li>Comm. Sprinkler sys</li> <li>Common Elevator</li> <li>Community Dock</li> <li>Community Pool</li> <li>Gated entrance</li> <li>Golf course private: Name: _____</li> <li>Golf course public</li> <li>Greenbelt</li> <li>Horse facilities</li> <li>Jogging/bike path</li> <li>Laundry</li> <li>Marina</li> <li>Other: _____</li> </ul>
<p><b>Kitchen Equipment:</b></p> <ul style="list-style-type: none"> <li>Built-in compactor</li> <li>Built-in icemaker</li> <li>Built-in microwave</li> <li>Built-in refrigerator</li> <li>Convection oven</li> <li>Cooktop elect</li> </ul>			<p><b>Special Notes:</b></p> <ul style="list-style-type: none"> <li>Age-restricted</li> <li>Deed restrictions</li> <li>Flood plain</li> <li>Owner is licensed agent</li> <li>Survey available</li> <li>Verify flood insure</li> </ul>

<p><b>Acres:</b> _____</p> <p><b>Lot dimensions:</b> _____</p> <p><b>Lot Size:</b>                  Less than .5 acre                  .5 to .99 acre                  1 to 2.99 acre                  3 to 4.99 acre                  5 to 9.99 acre                  10 to 49.99 acre                  50 to 100 acres                  Condo/townhome                  Zero lot</p> <p><b>Waterfront:</b>                  Yes                  No</p> <p><b>Waterfront features:</b>                  Boat dock w lift                  Boat dock w slip                  Canal                  Creek                  Lake front                  River front</p> <p><b>Street/ Utilities:</b>                  Alley                  Asphalt                  City sewer                  City water                  Co-op water                  Com. Mailbox                  Concrete                  Curbs                  Dirt road                  Gravel road                  MUD                  No city services                  No water                  No sewer                  Private road                  Private sewer                  Private water                  Septic                  Sidewalk                  Well</p> <p><b>**If septic you will need to fill out TAR-1407</b></p>	<p><b>Lot Description:</b>                  Acreage                  Corner                  Cul-de-sac                  Golf course                  Greenbelt                  Heavily treed                  Horses allowed                  Interior lot                  Landscaped                  Lg backyard grass                  No backyard grass                  Park view                  Pasture                  Some trees                  Subdivision                  Undivided</p> <p><b>Type of Fence:</b>                  Auto gate                  Barbed wire                  Brick                  Chain link                  Cross fenced                  Dog run                  Iron                  None                  Partial fence                  Pipe                  Rail                  Rock/stone                  Vinyl                  Wood</p> <p><b>Heating/Cooling:</b>                  2+ water heater                  1 Central air-elect                  2 Central air-elect                  3+Central air-elect                  Central heat-gas                  Central heat-elect                  Heat Pump                  No Air                  No Heat                  Propane                  Solar                  Space heater                  Window unit                  Zoned</p>	<p><b>Exterior Features:</b>                  Arena                  Balcony                  Covered deck                  Covered porch                  Gazebo/ pergola                  Greenhouse                  Guest quarters                  Gutters                  Horses allowed                  Outdoor kitchen                  Lighting system                  Outdoor fireplace/pit                  Patio covered                  Patio open                  RV/Boat parking                  Satellite dish                  Sport court                  Sprinkler system                  Stable/barn                  Storage building                  Storm cellar                  Tennis courts                  Workshop                  Workshop w/electric</p> <p><b>Other Utilities:</b>                  Butane gas                  City electric                  Co-op electric                  Electric                  Electric Avail. off site                  Electric Avail on site                  Natural Gas                  No water                  No sewer                  Propane/Butane-lse                  Propane/Butane-own                  Rural Water District                  Septic System Required</p>	<p><b>MUD:</b>                  Yes                  No</p> <p><b>**If yes you will need to fill out MUD form.</b></p> <p><b>Energy Efficiency:</b>                  13-15 Seer AC                  16+ Seer AC                  Attic fan                  Ceiling fans                  Double pane windows                  Elect water heater                  Energy Star appl                  Foam insulation                  Gas water heater                  Insulated doors                  Low E windows                  Programable Thermostat                  Radiant barrier                  Solar screens                  Storm doors                  Storm windows                  Tankless water heater                  Thermo windows                  Tinted windows                  Variable speed HVAC                  Ventilator</p> <p><b>Restrictions:</b>                  Agricultural                  Animals                  Architectural                  Building                  Deed                  Development                  Easements                  Mobile home only                  No divide                  No known restrictions                  No livestock                  No mobile home                  No restrictions                  Unknown encumbrances</p>
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<p><b>Proposed financing:</b>                  Cash                  Conventional                  FHA                  VA                  Owner carry first                  Owner carry second</p> <p><b>HOA:</b>                  Mandatory                  None                  Voluntary</p> <p><b>HOA Billing Frequency:</b>                  Annual                  Monthly                  Quarterly                  Semi-annual</p> <p><b>HOA Dues Amount:</b> 3100</p> <p><b>Transfer fee:</b> 0</p> <p><b>Other fees:</b> 0</p> <p><b>HOA Management Company:</b>                  Associa</p> <p><b>HOA Phone Number:</b>                  3463747367</p> <p><b>HOA Includes:</b>                  All utilities                  Backyard maintenance                  Blanket insurance                  Electric                  Exterior maintenance                  Front yard maintenance                  Full use of facilities                  Gas                  Maint. common areas                  Management fees                  None                  Partial use of facilities                  Reserves                  Security                  Sprinkler system                  Trash                  Water/sewer</p> <p><small>**San Antonio-if you home is in a mandatory HOA include profile sheet.</small></p>	<p><b>This section for lease:</b>                  (only fill out for lease listings)                  Smoking allowed                  Pets allowed                  Approval required                  Repair deductible</p> <p><b>Length of lease:</b>                  _____</p> <p><b># days guest allowed:</b>                  _____</p> <p><b>Repair Deductible</b>                  \$ _____</p> <p><b>Security Deposit</b>                  \$ _____</p> <p><b>Pet Deposit</b>                  \$ _____</p> <p><b>Monthly Pet rent</b>                  \$ _____</p> <p><b>Application fee</b>                  \$ _____</p> <p><b>Date available:</b>                  _____</p> <p><b>Other requirements:</b>                  _____                  _____                  _____</p>	<p><b>For multi-family:</b>                  (more than one unit)</p> <p><b>Unit 2</b>                  # Bedrooms: _____                  # Bathrooms: _____                  Living room dimensions: _____                  Kitchen dimensions: _____                  Master dimensions: _____                  Bedroom dimensions: _____                  Bedroom dimensions: _____</p> <p><b>Unit 3</b>                  # Bedrooms: _____                  # Bathrooms: _____                  Living room dimensions: _____                  Kitchen dimensions: _____                  Master dimensions: _____                  Bedroom dimensions: _____                  Bedroom dimensions: _____</p> <p><b>Unit 4</b>                  # Bedrooms: _____                  # Bathrooms: _____                  Living room dimensions: _____                  Kitchen dimensions: _____                  Master dimensions: _____                  Bedroom dimensions: _____                  Bedroom dimensions: _____</p>	<p><b>For Lot/acreage:</b>                  Present use:                  Agriculture                  Cattle                  Commercial                  Dairy                  Equine                  Exotics                  Grazing                  Hunting/fishing                  Mobile home                  Other: _____</p> <p>Residential multi-family                  Residential single-family</p> <p><b>Zoning:</b>                  _____</p> <p><b>Land leased:</b>                  Yes                  No</p> <p><b>Road frontage:</b>                  _____</p> <p><b>Feet to road:</b>                  _____</p> <p><b>Will subdivide:</b>                  Yes                  No</p> <p><b>AG Exemption:</b>                  Yes                  No</p> <p><b># Lots:</b> _____</p> <p><b># Lots sold separate:</b> _____</p> <p><b># Lots sold package:</b> _____</p> <p><b>Crops/grasses:</b>                  _____</p> <p><b>Development:</b>                  _____</p> <p><b>Topography:</b>                  _____</p>
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*This information was furnished by the seller and /or other sources and is not guaranteed by the broker or MLS. Seller warrants this information to be correct to the best of their ability.*

Signature  12/4/2020

Signature \_\_\_\_\_



## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 11518 Montmartre Blvd.  
Houston, Texas 77082

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

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  N/A \_\_\_\_\_ (approximate date) or  never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	x		
Carbon Monoxide Det.	x		
Ceiling Fans	x		
Cooktop	x		
Dishwasher	x		
Disposal	x		
Emergency Escape Ladder(s)		x	
Exhaust Fans	x		
Fences	x		
Fire Detection Equip.	x		
French Drain	x		
Gas Fixtures	x		
Natural Gas Lines	x		

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

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

Item	Y	N	U	Additional Information
Central A/C	x			<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>2</u>
Evaporative Coolers	x			number of units: _____
Wall/Window AC Units		x		number of units: _____
Attic Fan(s)	x			if yes, describe: _____
Central Heat	x			<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>2</u>
Other Heat		x		if yes describe: _____
Oven	x			number of ovens: <u>2</u> <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	x			<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport		x		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	x			<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	x			number of units: _____ number of remotes: _____
Satellite Dish & Controls		x		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System	x			<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Solar Panels		x		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	x			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: <u>0</u> number of units: <u>2</u>
Water Softener	x			<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Other Leased Item(s)		x		if yes, describe: _____

Underground Lawn Sprinkler     automatic  manual areas covered: \_\_\_\_\_  
 Septic / On-Site Sewer Facility    if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: shingle Age: 10 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		X
Ceilings		X
Doors		X
Driveways		X
Electrical Systems		X
Exterior Walls		X

Item	Y	N
Floors		X
Foundation / Slab(s)		X
Interior Walls		X
Lighting Fixtures		X
Plumbing Systems		X
Roof		X

Item	Y	N
Sidewalks		X
Walls / Fences		X
Windows		X
Other Structural Components		X
		X

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring		X
Asbestos Components		X
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		X
Endangered Species/Habitat on Property		X
Fault Lines		X
Hazardous or Toxic Waste		X
Improper Drainage		X
Intermittent or Weather Springs		X
Landfill		X
Lead-Based Paint or Lead-Based Pt. Hazards		X
Encroachments onto the Property		X
Improvements encroaching on others' property		X
Located in Historic District		X
Historic Property Designation		X
Previous Foundation Repairs		X
Previous Roof Repairs		X
Previous Other Structural Repairs		X
Previous Use of Premises for Manufacture of Methamphetamine		X

Condition	Y	N
Radon Gas		X
Settling		X
Soil Movement		X
Subsurface Structure or Pits		X
Underground Storage Tanks		X
Unplatted Easements		X
Unrecorded Easements		X
Urea-formaldehyde Insulation		X
Water Damage Not Due to a Flood Event		X
Wetlands on Property		X
Wood Rot		X
Active infestation of termites or other wood destroying insects (WDI)		X
Previous treatment for termites or WDI		X
Previous termite or WDI damage repaired		X
Previous Fires		X
Termite or WDI damage needing repair		X
Single Blockable Main Drain in Pool/Hot Tub/Spa*		X

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*For purposes of this notice:

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

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

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

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

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

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

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**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

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

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
 Name of association: \_\_\_\_\_  
 Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are:  mandatory  voluntary  
 Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
 Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_  
 country club community
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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

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

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead  Senior Citizen  Disabled
- Wildlife Management  Agricultural  Disabled Veteran
- Other: \_\_\_\_\_  Unknown

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

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

DocuSigned by: 12/4/2020  
Tim Huber  
Signature of Seller Date

Signature of Seller Date

Printed Name: Tim Huber

Printed Name: \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

\_\_\_\_\_  
Signature of Buyer Date

\_\_\_\_\_  
Signature of Buyer Date

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name: DS