

## 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 \_\_\_\_\_

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

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

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

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

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

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

Item	Y	N	U
Pump: sump grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			
Public Sewer System			

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

Concerning the Property at \_\_\_\_\_

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: \_\_\_\_\_ Age: \_\_\_\_\_ (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		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

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

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

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

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

Concerning the Property at \_\_\_\_\_

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.*

Concerning the Property at \_\_\_\_\_

**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: \_\_\_\_\_
- 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): \_\_\_\_\_



Concerning the Property at \_\_\_\_\_

**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:	_____ Printed Name:	_____ Printed Name:

**PLEASE NOTE: Upon the expiration of Buyer's Option period/or in lieu of Buyer's option period if option period is waived, Buyer understands that this seller disclosure must be acknowledged and returned to Seller.**

**ADDENDUM TO SELLERS DISCLOSURE NOTICE**

**Property:** \_\_\_\_\_

Buyer is advised that Seller acquired the property by foreclosure auction or similar proceedings and that Seller has never resided in said property. Disclosure is limited due to Seller has no knowledge of property's history prior to its acquisition. The information contained in the Sellers Disclosure Notice that the Seller provided was based only upon a limited visual inspection of the property. Seller made no inspection of inaccessible areas, or mechanical systems except as stated in the Sellers Disclosure Notice. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives, brokers or agents, or that Seller may have received otherwise. Any such reports furnished by Seller or its representatives, brokers and/or agents in connection herewith shall be for informational purposes only, and Seller makes no representations or warranties about their accuracy or completeness.

Buyer understands and acknowledges that any information provided on or behalf of Seller with respect to the Property including, without limitation, all information in this and other Disclosures was obtained from a variety of sources and that Seller and Seller's broker(s) and agent(s) have not made any independent investigation or verification of such information and make no representation or warranty as to the accuracy or completeness of such information.

Buyer acknowledges that each and every third party engaged by or for the benefit of Seller in connection with the purchase and sale contemplated herein is an entity separate and apart from Seller, and is not employed by, controlled by or affiliated with Seller in any way except as otherwise stated herein and in the Multiple Counter-Offer to Residential Purchase Agreement and Joint Escrow Instructions. Accordingly, third parties engaged by Seller are limited in scope to the purpose for which they are expressly engaged, and any information provided to or received by any third party outside their limited scope is not deemed to be provided to or received by Seller.

All information given through the MLS listing service and flyers is deemed reliable, but not guaranteed. Buyers are advised by the Seller, and the Brokers herein that it is their duty to perform all necessary inspections from a licensed inspection company to assess the condition of the property they are purchasing. All inspection reports conducted by the Buyers are hereby, deemed included and made a part of the Sellers Disclosure Notice Statement. The Sellers Disclosure Notice Statement along with this addendum, and buyer inspection reports, if any, appears to accurately represent this property at this time. Seller is unaware of permit and sewer/septic/well status on subject property. If applicable, Buyers are advised that any remodel done by Seller was done without permits. Please be advised that the Seller is unaware of all building codes in this city.

Buyers understand that many agents, tenants, and others have had access to the subject property. Seller and Brokers highly recommend Buyers change locks on subject property promptly after the close of escrow. Seller is not in possession of any keys for subject property and none will be provided.

Buyer acknowledges that the square footage of the subject property has not been measured by Seller, Seller's broker(s), agent(s) (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, auction websites and any other information provided, is based on information furnished to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or any of its brokers, agents or auctioneers. Buyer is buying the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS and Buyer acknowledges Buyer's responsibility to perform all due diligence and investigation regarding Buyer's acquisition of the subject property, including the measurement or confirmation of the square footage of the subject property.

Buyer represents and warrants to Seller that: (1) Buyer has had adequate time and access to the Property to (i) conduct a complete and thorough inspection of the Property, (ii) examine all title matters and other matter concerning the Property, and (iii) review all agreements relating to the Property including, but not limited to, the disclosures and reports required by any law, rule or ordinance, (2) Buyer has conducted and completed such inspections, or has freely and voluntarily waived the right to do so, (3) Buyer is purchasing the Property based solely upon buyer's own inspection(s) and investigation(s) of the Property, including hiring third parties to do so on their behalf, or waiver of the same, (4) Buyer has satisfied himself/herself/itself in all respects as to the Property and the condition thereof including, without limitation, the value of the Property, its location, insurability, physical condition, environmental condition, the structural or environmental integrity of any and all improvements on the Property, all title matters concerning the Property, all applicable common interest community, condominium community and unit owner's or homeowner's association documents, rules and regulations concerning the Property, and all other matters with respect to the Property, and (5) Buyer is aware of all laws, rules ordinances and requirements affecting the condition and ownership of the Property including, without limitation, all applicable zoning and land use regulations and local ordinances. The closing of this transaction shall constitute Buyer's acknowledgement that Buyer is purchasing the property solely in reliance on Buyer's own investigation and that no representations or warranties


**ADDENDUM TO SELLER DISCLOSURES NOTICE CONTINUED**

of any kind whatsoever expressed or implied, have been made by Seller, Sellers' Agents, listing Agent or Brokers. Buyer further agrees to indemnify the Listing Agent, Selling Agent and Brokers from future claims, legal or Financial. Buyer therefore agrees to purchase the property in its present "AS-IS" condition at the close of escrow.

**HOA/Mello-Roos/Special Assessment District/Keys/Remotes:** Seller has owned subject property for a short time and may not be aware if it is in an HOA/Mello-Roos/Special Assessment community (District) or has HOA/Mello-Roos/Special assessments. Buyers to investigate and satisfy themselves regarding HOA/Mello-Roos/Special Assessments information. Furthermore, Seller will not provide mail keys, gate remotes, or garage remotes, as they do not transfer to Seller through means of their purchase, unless otherwise agreed to in writing.

**Mold Disclosure:** There has been a great deal of publicity regarding the existence of mold (fungus) in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause health problems for certain individuals. Not all molds are detectable by a visual inspection by a Broker or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the Brokers and Seller is not aware of. The only way to provide a reasonable assurance that the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and carpet test, but other procedures may be necessary. Any mold should be professionally evaluated. Broker and Seller advise that every Buyer should have a mold test performed by an environmental professional as either a separate test or an add-on to their whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most molds thrives on moisture. All inspections, including those to detect mold, should be completed within the inspection period established in the purchase agreement and counter offer. Any waiver or failure on the part of a Buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Brokers and Seller herein. Brokers and Seller have not and cannot verify whether or not there is any health hazard at the property. Buyer is fully aware that it is Buyer's sole responsibility to hold through physical inspections of the subject property.

**Plumbing fixtures:** Seller hereby advises Purchaser that the Property has not undergone an inspection by a plumbing specialist, and except to the extent set forth in the Multiple Counter-Offer and/or One to Four Family Residential Contract (RESALE), Seller shall have no liability or responsibility to make any repairs or modifications to the Property in order to comply with any city, state or local area requirements for plumbing fixtures. Purchaser is encouraged to independently verify whether all plumbing fixtures in the Property meet the requirements. Purchaser acknowledges and agrees that the foregoing information is provided for the sole purpose of complying with written disclosure requirements and shall not be deemed or construed as a representation or warranty under the One to Four Family Residential Contract (RESALE) agreement and may not be relied upon as a representation of current or future compliance with the applicable law concerning plumbing fixtures.

Buyer Signature	Date	 Authorized Agent for	Date
Buyer Signature	Date	Seller Signature	Date

**\*\*\*PLEASE NOTE: Upon the expiration of Buyer's Option period/or in lieu of Buyer's option period if option period is waived, Buyer understands that this seller disclosure must be acknowledged and returned to Seller.\*\*\***