

Andrew Sweatman

From: Andrew Sweatman
Sent: Saturday, January 29, 2022 3:05 PM
To: Debbie Smith
Cc: Colin Wood; dolphin2renovation@yahoo.com; Andrew Sweatman
Subject: Home repairs 5354 Town Park Boulevard

Hey Debbie; we walked the home is some detail today, with a well known and long time Contractor, with whom I have been working for some nearly 20 years, including 3 of my own homes, my rental properties, my children's homes and with some 30 – 40 Clients over the years, with almost no complaints; he has an experienced crew of men and is a knowledgeable contractor in his own right.

We are ready to carry out the repairs as listed, with following clarifications, remembering that Inspector are not contractors, being sometimes without too deep a knowledge on some subjects:

- 1) Firebox & Chimney: The firebox lining looked in pretty good shape, and is operational as seen in place. There is a small hair crack in its back sheet; its not brick, just a 1 piece heat proof shield; and our contractor will do his best to caulk the hairline crack, but he is convinced the system is fully operational as it exists.
- 2) The original Roofing Contractor was there yesterday, re sealing and restoring the drip edge. This contractor will go over his work and ensure its fully repaired. He will also be installing kick-out flashings as needed. As best as can be treated, he will reinforce the perlin and remove sag as far as possible.
- 3) Gutters will be cleaned, levelled as far as possible, and re sealed to minimize water leaking.
- 4) Rotten Wood, along facias, soffits, around openings, etc. will be repaired, resealed and painted.
- 5) A licensed Electrician will fully service the electrical panel, check out/replace as necessary the circuit breakers if necessary and if available. Grounding, marking and protection of wiring will all be done to code, ensuring a fully operational and safe panel.
- 6) GFCI's will be checked and new installed as necessary. Incorrect wiring, inoperable lighting, and light fixtures will be made to work – to code.
- 7) The door opening in back of the master closet, will be re sheet rocked, and restored as a wall, as before.

These and some other minor repairs, will be done, in the next couple weeks, and an invoice provided, once done, ready for yr re inspect as necessary.

We trust this meets yr requirements and are ready to sign the Amendment. So stating, and moving onto the Appraisal stage. V.Sincertely,

J. Andrew P. Sweatman " Yr Favorite Realtor"
Realty Associates <///>< SAME direct #: 713 504 6608
Personal E-mail: andrew@andrewsweatman.com
SKYPE: andrew.sweatman1 **TWITTER:** @AndrewSweatman6

Texas law requires all real estate license holders to provide the Texas [Real Estate Commission Information About Brokerage Services \(IABS\)](#) and the [Texas Real Estate Commission Consumer Protection Notice](#) to all prospective clients.

(2nd) LIST of WORK - to be done following 2nd Inspection
ALL COMPLETED . 2/12/21 (awaiting Invoice)
1
Report 12/24/2021
Summary Attached.



**ADDENDUM CONCERNING RIGHT TO TERMINATE
DUE TO LENDER'S APPRAISAL**

*Use only if the Third Party Financing Addendum is attached to the contract and
the transaction does not involve FHA insured or VA guaranteed financing*



CONCERNING THE PROPERTY AT: 5354 Town Park Boulevard, Katy
(Street Address and City)

The financing described in the Third Party Financing Addendum attached to the contract for the sale of the above-referenced Property does not involve FHA or VA financing. (Check one box only)

(1) **WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(2) **PARTIAL WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if:

(i) Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements; and

(ii) the opinion of value is \$ _____ or more.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

(3) **ADDITIONAL RIGHT TO TERMINATE.** In addition to Buyer's right to terminate under Paragraph 2B of the Third Party Financing Addendum, Buyer may terminate the contract within _____ days after the Effective Date if:

(i) the appraised value, according to the appraisal obtained by Buyer's lender, is less than \$ _____; and

(ii) Buyer delivers a copy of the appraisal to the Seller.

If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer.

Buyer

Seller

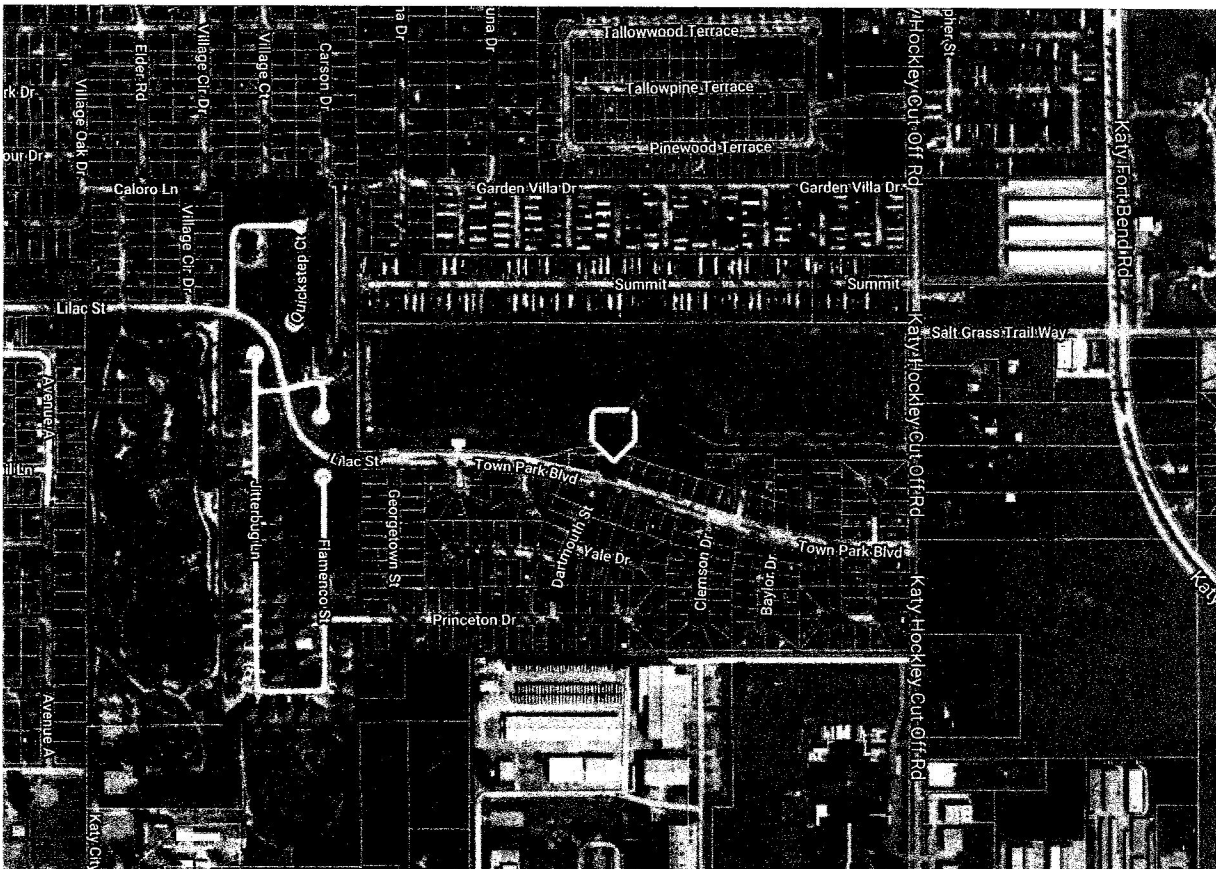
Colin Wood
Colin Wood.

Buyer

Seller



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This Home

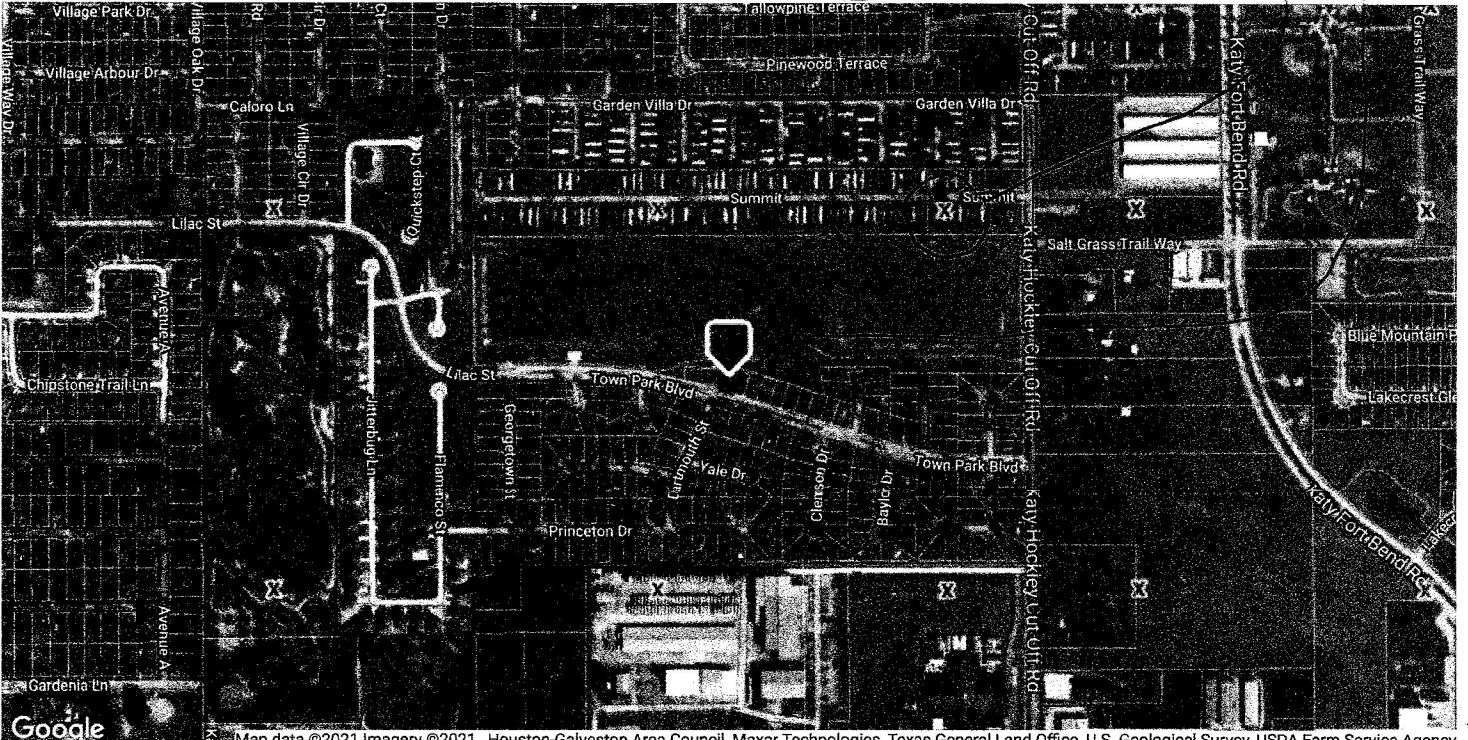
5354
Town
Park
Blvd.

Has
Never
Flooded!

Map data ©2021 Imagery ©2021, Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, USDA Farm Service Agency

Flood Map

Flood Zone Code: **X** Special Flood Hazard Area (SFHA): **Out**
 Flood Zone Date: **02/18/2009** Within 250 Feet of Multiple Flood Zone: **No**
 Flood Zone Panel: **48473C0375E** Flood Community Name: **KATY**
 Flood Code Description: **Zone X-An Area That Is Determined To Be Outside The 100- And 500-Year Floodplains.**



Map data ©2021 Imagery ©2021, Houston-Galveston Area Council, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, USDA Farm Service Agency

Coastal 100-Year Floodway
 Coastal 100-year Floodplain
 100-year Floodway
 100-year Floodplain
 Undetermined
 500-year Floodplain incl. levee protected area
 Out of Special Flood Hazard Area

This map/report was produced using multiple sources. It is provided for informational purposes only. This map/report should not be relied upon by any third parties. It is not intended to satisfy any regulatory guidelines and should not be used for this or any other purpose.



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

5354 Town Park Blvd, Katy.

(Street Address and City)

MASC Austin Properties 713-776-1771

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C FEES: Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ 275 and Seller shall pay any excess.

D. DEPOSITS FOR RESERVES: Buyer shall pay any deposits for reserves required at closing by the Association.

E. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer

ab Wood
Seller

Buyer

Seller

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NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

5354 Town Park Blvd, Katy

(Address of Property)

A. For an additional sum of \$ 100 and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

~~Dish washer Kitchen~~
Refrigerator - Kitchen

?

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Buyer

Seller

Handwritten signature of seller

Buyer

Seller

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