



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-2020



**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION**  
(NOT FOR USE WITH CONDOMINIUMS)  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

13110 Lakeview Meadow Drive

Richmond

(Street Address and City)

Brazos Lakes POA (Principal Management Group: 713-329-7100)

(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 AND DEPOSITS FOR RESERVES:** Except as provided by Paragraphs A and D, Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed **\$ 325.00** and Seller shall pay any excess.

**D. 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 \_\_\_\_\_

DocuSigned by:  
*[Signature]*  
Seller **Tag C. Marlow**

Buyer \_\_\_\_\_

DocuSigned by:  
*[Signature]*  
Seller **Melissa Marlow**



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-9. This form replaces TREC No. 36-8.

TREC NO. 36-9



### DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Department of Licensing and Regulation. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. **YOU MAY CHOOSE ANY COMPANY.**

**THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL.** The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

- Other Broker/Sales Agent will receive no compensation from a residential service company.
- Listing Broker/Sales Agent will receive no compensation from a residential service company.
- Other Broker/Sales Agent receives compensation from the following residential service company:  
\_\_\_\_\_  
for providing the following services:  
\_\_\_\_\_
- Listing Broker/Sales Agent receives compensation from the following residential service company:  
**American Home Shield & Landmark Home Warranty**  
for providing the following services:  
**Home Warranty Sales & Renewals**

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name \_\_\_\_\_ License No. \_\_\_\_\_  
By: \_\_\_\_\_

**RE/MAX Legends**  
Listing Broker's Name **9005697** License No. \_\_\_\_\_  
By: *Tag C. Marlow*

The undersigned acknowledges receipt of this notice:

Buyer \_\_\_\_\_

DocuSigned by:  
*Tag C. Marlow*  
Seller **Tag C. Marlow**

Buyer \_\_\_\_\_

DocuSigned by:  
*Melissa Marlow*  
Seller **Melissa Marlow**



This form has been approved by the Texas Real Estate Commission (TREC) for use by license holders to disclose payments received from a residential service company. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) RSC-3.



### INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**CONCERNING THE PROPERTY AT** 13110 Lakeview Meadow Drive  
Richmond, TX 77469-8526

#### A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System:  Septic Tank     Aerobic Treatment     Unknown  
 \_\_\_\_\_
- (2) Type of Distribution System: \_\_\_\_\_  Unknown
- (3) Approximate Location of Drain Field or Distribution System: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  Unknown
- (4) Installer: \_\_\_\_\_  Unknown
- (5) Approximate Age: \_\_\_\_\_  Unknown

#### B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility?     Yes     No  
If yes, name of maintenance contractor: Trecon  
Phone: 281-485-1235    contract expiration date: 6/2023  
*Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)*
- (2) Approximate date any tanks were last pumped? Unknown
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility?     Yes     No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Does Seller have manufacturer or warranty information available for review?     Yes     No

#### C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
 planning materials     permit for original installation     final inspection when OSSF was installed  
 maintenance contract     manufacturer information     warranty information     \_\_\_\_\_
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

(TXR-1407) 1-7-04

Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ and Seller

13110 Lakeview Meadow Drive  
 Richmond, TX 77469-8526

Information about On-Site Sewer Facility concerning \_\_\_\_\_

**D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

**This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.**

DocuSigned by:  
  
 7/19/2022  
 Signature of Seller  
**Tag C. Marlow** Date

DocuSigned by:  
  
 7/18/2022  
 Signature of Seller  
**Melissa Marlow** Date

Receipt acknowledged by:

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

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

# CLARIFICATION OF SELLER'S EXCLUSIONS

Property Address: 13110 Lakeview Meadow Drive, Richmond, TX 77469

**The land, improvements, accessories, and certain electronic equipment are referred to as the "Property". Unless otherwise listed under exclusions, all attached or mounted improvements, accessories, and electronic equipment and accessories will remain a part of the property.**

**Improvements:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

**Accessories:** The following describe related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for garage door openers, entry gate controls, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

**Electronic Equipment and Accessories:** The following describe related electronic equipment and accessories, if any: television antennas, satellite dish system and equipment, controls for satellite equipment, wall mounted televisions and mounts, home automation equipment and controls, electronic security cameras, equipment, and controls, built-in projectors, screens, audio visual and related equipment, wall mounted speakers, and controls.

**Exclusions: The following improvements and accessories will be retained by Seller and must be removed from the property prior to delivery of possession:**

Thermador Refrigerator and Freezer in kitchen, Scotsman Icemaker in kitchen, and Wine Fridge in Butler's Pantry

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

## **IMPORTANT NOTICE REGARDING WIRE FRAUD**



Wire fraud has become a major issue in real estate transactions locally and across the nation. To help protect you and your funds, RE/MAX Legends **highly** recommends a cashier's check for closing funds. If a wire is needed or required, proceed with extreme caution. **It is imperative for you to personally verify wiring instructions with the title company directly via a confirmed phone number before sending any wire.**

Your Realtor will never send you wiring instructions. RE/MAX Legends will never send you wiring instructions. If you receive any wiring instructions that appear to be from your Realtor and/or from RE/MAX Legends, assume they are fraudulent and immediately call your agent to discuss. You can call RE/MAX Legends at 281-440-7900.

The contract for your home should have the title company's main phone number listed on it, or you can contact your Realtor or a RE/MAX Legends team manager (281-440-

7900) to be provided with the appropriate information. **If you receive wiring instructions from the title company, you must personally call the title company and confirm the instructions.** Each title company will have their own method of delivery when providing wiring instructions and can discuss those methods with you directly via phone.

There have been many cases this year, both locally and throughout the country, in which a buyer or seller unknowingly received fraudulent wiring instructions, wired funds to the fraudulent account, and therefore **lost their money.** We do NOT want this to happen to you! Be aware & be diligent.

**By signing this notice, you are stating that you understand that wire fraud is a serious issue. You understand and agree that you are responsible for the protection of your funds and for confirming wiring instructions for your transaction directly via phone with the title company. You also understand that you have the recommended option of bringing a cashier's check to closing, made payable to the title company.**

DocuSigned by: [Signature] 7/19/2022  
 B15B7481A6BF449... Date

Buyer \_\_\_\_\_ Date

DocuSigned by: Melissa Marlow 7/18/2022  
 71904204CFC64EB... Seller Date

Buyer \_\_\_\_\_ Date