

### 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 21558 Forest Colony Dr

AS OF THE DATE S WARRANTIES THE B SELLER'S AGENTS, O	SIG UY OR	NE ER AN	D M IY	BY AY OTH	SE WIS	LLE H T AG	R AND IS NOT A O OBTAIN. IT IS ENT.	A S	SUE T A	SST A W	AR	E CONDITION OF THE PR JTE FOR ANY INSPECT RANTY OF ANY KIND BY	SEL	LEF	R,
Seller ☐ is ☒ is not the Property? ☒ 2  Property	09	66r	іру	ing	the KXXX	Pro (¾¥	perty. If unoccupie	d ( ppi	by oxi	Sel	er) te	, how long since Seller has date) or □ never occ	occi	upie I th	ed ne
												No (N), or Unknown (U).) mine which items will & will no	t com	vey.	
Item	Y	N	U	Г	lten	1		Y	N	U	Γ	Item	Y	N	L
Cable TV Wiring	×			1 Г	Liqu	iid F	Propane Gas:		×			Pump: 🗆 sump 🗀 grinder		X	
Carbon Monoxide Det.		×					nmunity (Captive)		×			Rain Gutters			×
Ceiling Fans	×			4 -	THE PERSON NAMED IN	_	Property		×			Range/Stove	×		
Cooktop	×			Г	Hot	Tub	)		×			Roof/Attic Vents			×
Dishwasher	×			1 [	Inte	rcor	n System	1	×			Sauna		X	
Disposal	×		-	ΙГ	Mic	rowa	ave	×				Smoke Detector	X		
Emergency Escape				1 [	Out	doo	r Grill		×		Γ	Smoke Detector - Hearing		x	
Ladder(s)		×							^			Impaired		^	
Exhaust Fans	×				Pati	o/D	ecking		×			Spa		X	
Fences	×				Plur	nbir	ng System	×				Trash Compactor		X	
Fire Detection Equip.			×		Poo	l			×			TV Antenna			×
French Drain			×		Poo	I Ec	uipment		×			Washer/Dryer Hookup	×		
Gas Fixtures			X		Poo	l Ma	aint. Accessories		×			Window Screens			×
Natural Gas Lines × Pool Heater				×			Public Sewer System	×							
				T 3/	T 8.0		A 1 1141				- 42				
Item			Y	N	U	Addition	****	****	-	****		-	-	NCCOCCONSTI	
Central A/C				×	-	10	☑ electric ☐ gas		nui	mp	ero	f units: 1			
Evaporative Coolers				+	-	×									
Wall/Window AC Units				-	×	_	number of units:								
Attic Fan(s)			************	-	×		if yes, describe:			1-		£ !A			Donomon
Central Heat				X			□ electric 🗷 gas		nui	mb	er o	f units: 1			
Other Heat	***********		-	+	×		if yes describe:		SERVICE CONTRACTOR OF THE PERSON OF THE PERS					RAMINANC SHOP	B
Oven	***************************************			X	-		number of ovens: ☐ electric ☐ gas ☐ other: ☐ wood ☐ gas logs ☐ mock ☐ other: ☐					16			
Fireplace & Chimney	-	*************	1454414414414	×	4			The second second	-	The same of the same of	-	u otner:		enterativa (na	
Carport				1.	×		attached no	**********	-						
Garage			×	╄		attached □ no	n a	uac	me	-	mb au of vous atom.			-	
Garage Door Openers			+-	┼	X	number of units:		fra		nu	mber of remotes:				
Satellite Dish & Controls			+	-	X	owned leas	-	-	-					1000	
Security System			+	40	×	owned leased from				1800					
Solar Panels			+-	×		owned leas	-	-	NAME OF TAXABLE PARTY.	necessarions.	www.har.af.wita.	MOREON CONTRACTOR OF THE PARTY	IONESIA MARKANIA MAR	1000	
Water Heater			×	10	-	☐ electric ☐ gas	THE RESERVE AND ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE	NAME OF TAXABLE PARTY.	NAME AND ADDRESS OF TAXABLE PARTY.		number of units:		100000000000000000000000000000000000000		
Water Softener		************************		+-	×		owned leas	ea	IIO	m	herbiton		NAME OF THE OWNER, WHEN PERSON		-
Other Leased Item(s)					×	<u></u>	if yes, describe:	AVSTALLED IN		+	- 61				
(TXR-1406) 07-08-22 Initia			led b	y: B	luyer	::,aı	nd S	Selle	r:			age 1	of 6	3	

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Porter

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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		X
Exterior Walls	×	

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

Item	Y	N
Sidewalks		×
Walls / Fences		×
Windows		×
Windows Other Structural Components		×
	-	

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): Hardy plank in back has a small piece broken away (not structural).

A kitchen tile is chipped (small).

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	Υ	N
Aluminum Wiring		X
Asbestos Components		X
Diseased Trees: ☐ oak wilt ☐		X
Endangered Species/Habitat on Property		×
Fault Lines		×
Hazardous or Toxic Waste		×
Improper Drainage		×
Intermittent or Weather Springs		X
Landfill		×
Lead-Based Paint or Lead-Based Pt. Hazards		X
Encroachments onto the Property		×
Improvements encroaching on others' property		×
Located in Historic District		×
Historic Property Designation		×
Previous Foundation Repairs		×
Previous Roof Repairs	X	
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*		×

(TXR-1406) 07-08-22 Initialed by: Buyer: \_\_\_\_\_ and Seller: \_\_\_\_\_, \_\_\_\_

TRANSACTIONS
TransactionDesk Edition

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If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): Roof replaced in July 2019

21558 Forest Colony Dr

\*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? ves no If yes, explain (attach additional sheets if necessary):

		5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and holly or partly as applicable. Mark No (N) if you are not aware.)
Υ	N	
	X	Present flood insurance coverage.
	X	Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
	X	Previous flooding due to a natural flood event.
	X	Previous water penetration into a structure on the Property due to a natural flood.
	X	Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
	X	Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
	X	Located  wholly  partly in a floodway.
	X	Located ☐ wholly ☐ partly in a flood pool.
	X	Located ☐ wholly ☐ partly in a reservoir.
lf t	he ans	swer to any of the above is yes, explain (attach additional sheets as necessary):

## \*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).

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.

	iter impoundment project oper		Army Cor	ps of Engineers	that is intended to retain
water or delay the runof	f of water in a designated surfa	ce area of land.	5 A		
R-1406) 07-08-22	Initialed by: Buyer:	,and Seller:		.1	Page 3 of 6



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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):

Se	ction you a	8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) re not aware.)
<u>Y</u>	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:  Lisa Yanessa with Associa Mngt Phone:  Fees or assessments are: \$ 701.00 per and are: mandatory voluntary  Any unpaid fees or assessment for the Property? yes (\$ 0.00 ) no  If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
X		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:  gated pool area
	8	Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
	M	Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
	X	Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
	X	Any condition on the Property which materially affects the health or safety of an individual.
	X	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).
	X	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.
	X	The Property is located in a propane gas system service area owned by a propane distribution system retailer.
	X	Any portion of the Property that is located in a groundwater conservation district or a subsidence district.
If t	ne ans	swer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

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Initialed by: Buyer: \_

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Section 9. 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 2 no If yes, attach copies and complete the following:									
Inspection Date	Туре	Name of Inspector		No. of Pages					
Note: A buyer sh			as a reflection of the current con m inspectors chosen by the buye						
☐ Homestead	Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:  ☐ Homestead ☐ Wildlife Management ☐ Other:none ☐ Unknown ☐ Unknown								
	you (Seller) ever ce provider? 🛭 y		amage, other than flood dam	age, to the Property					
example, an insu	Section 12. 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:								
detector requirer	ments of Chapter 7		detectors installed in accordand Safety Code?* □ unknown ry):						
installed in acco	rdance with the require nance, location, and pov	ements of the building over source requirements.	ly or two-family dwellings to have work ode in effect in the area in which the If you do not know the building code i I building official for more information.	dwelling is located,					
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								
(S) Jam		06/28/23							
Signature of Selle	Γ	Date	Signature of Seller	Date					
Printed Name: Suz			Printed Name:						



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Initialed by: Buyer: \_\_

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### **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 <a href="https://www.dps.texas.gov/">https://www.dps.texas.gov/</a>. 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: Entergy www.entergy.com	phone #:	800-368-3749	
Sewer: Porter Special Utility District https://portersud.com	phone #:	+1 (281) 354-5922	
Water: Porter Special Utility District https://portersud.com	phone #:	+1 (281) 354-5922	
Cable:	phone #:		
Trash:	phone #:		
Natural Gas:	phone #:		Summerine
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:	e-transfer-turn-respectively-
(TXR-1406) 07-08-22	Initialed by: Buyer: _	······································	and Seller:,	Page 6 of 6





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)[

11-07-2022



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

(NOT FOR USE WITH CONDOMINIUMS)
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

21558 Forest Colony Dr			TX	77365
(Stre	et Address and City)			
Forest Colony POALisa Yanessa, Assoc			\$70	1/mo
(Name of Property Owners A	ssociation, (Association) and	Phone Number)		
<b>SUBDIVISION INFORMATION:</b> "Subdivision In to the subdivision and bylaws and rules of the Asso Section 207.003 of the Texas Property Code.	formation" means: (i) ciation, and (ii) a resa	a current copy of the	ne restriction which are de	s applyi scribed
(Check only one box):				
1. Within days after the effective the Subdivision Information to the Buyer. If the contract within 3 days after Buyer recessoccurs first, and the earnest money will be Information, Buyer, as Buyer's sole remedy, earnest money will be refunded to Buyer.	Seller delivers the Sub ives the Subdivision I refunded to Buver.	division Information Information or prior If Buver does not r	, Buyer may to closing, eceive the S	termina whichev ubdivisi
2. Within 10 days after the effective copy of the Subdivision Information to the Stime required, Buyer may terminate the Information or prior to closing, whichever on Buyer, due to factors beyond Buyer's control, required, Buyer may, as Buyer's sole remedy prior to closing, whichever occurs first, and the	Seller. If Buyer obta contract within 3 da curs first, and the ear is not able to obtain to terminate the contra	ins the Subdivision ys after Buyer rec nest money will be the Subdivision Infor act within 3 days after	Information eives the S refunded to I mation within er the time re	within t ubdivisi Buyer. n the tir
3. Buyer has received and approved the Sub- does not require an updated resale certi- Buyer's expense, shall deliver it to Buyer v certificate from Buyer. Buyer may terminate Seller fails to deliver the updated resale certificate.	ficate. If Buyer requir vithin 10 days after i this contract and the	res an updated resal receiving payment f earnest money will t	le certificate, for the upda	Seller, ted resi
4. Buyer does not require delivery of the Subdiv	sion Information.			
The title company or its agent is authorized Information ONLY upon receipt of the requi obligated to pay.	to act on behalf of red fee for the Su	the parties to ob bdivision Informa	tain the Su tion from t	bdivisi he pai
MATERIAL CHANGES. If Seller becomes aware of promptly give notice to Buyer. Buyer may terminate (i) any of the Subdivision Information provided was Information occurs prior to closing, and the earnest	the contract prior to	closing by giving wri	itten notice to	Seller
FEES AND DEPOSITS FOR RESERVES: Buyer sh charges associated with the transfer of the Proper excess. This paragraph does not apply to: (i) regu prepaid items) that are prorated by Paragraph 13, a	all pay any and all Ass ty not to exceed \$ llar periodic maintena	sociation fees, depos 500.00 ar ince fees, assessme	its, reserves, nd Seller sha nts, or dues	and oth Il pay a (includi
AUTHORIZATION: Seller authorizes the Associat updated resale certificate if requested by the Buye not require the Subdivision Information or an updat from the Association (such as the status of dues, sa waiver of any right of first refusal), Buyer information prior to the Title Company ordering the	r, the Title Company, ed resale certificate, a pecial assessments, vi Seller shall pay the	or any broker to the and the Title Compar	nis sale. If B ny requires ir	uyer do
price to BUYER REGARDING REPAIRS BY sponsibility to make certain repairs to the Property perty which the Association is required to repair, y sociation will make the desired repairs.	THE ASSOCIATIO y. If you are concern- ou should not sign the	N: The Association about the condition contract unless you	n may have ion of any p u are satisfie	the so art of t d that t
	Authentistar Sycusta		06/28	
Buyer	Seller Suzan	Ajani		
Buyer	Seller			



# Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

- 1) The real property, described below, that you are about to purchase is located in the Porter Special Utility District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$\*\* on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$\*\* on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$\*\*, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is: \*\* contact the Porter Special Utility District \*\* https://portersud.com/tel. +1 (281) 354-5922, address 22162 Water Well Rd., Porter, TX 77365.

  2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$\*\*. An unpaid standby fee is a personal obligation of the person that owned
- the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district. 3) Mark an "X" in one of the following three spaces and then complete as instructed. Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A). Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B). Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities. A) The district is located in whole or in part within the corporate boundaries of the City of Porter. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district. The district is located in whole or in part in the extraterritorial jurisdiction of the City of . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved. 4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: Lot 2, Block 4 FOREST COLONY 01. 21558 Forest Colony Dr., Porter, TX 77365 06/28/23 Signature of Seller Signature of Seller PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property. Signature of Purchaser Signature of Purchaser

NOTE: Correct district name, tax rate, bond amounts. and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1,\_\_\_\_\_\_\_" for the words "this date" and place the correct calendar year in the appropriate space.



## **GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2021

Be an informed seller or buyer. The following information may assist you during your real estate transaction.

**ANNEXATION.** If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

**APPRAISAL.** An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker represents a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to negotiate the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

### **ENVIRONMENTAL CONCERNS.**

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

**EXPANSIVE SOILS.** Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil

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may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

### INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

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MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

**PERMITS.** Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

**POSSESSION.** Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale closes and funds or according to a temporary residential lease or other written lease required by the parties. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

**PROPERTY VALUES.** The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

**SCHOOL BOUNDARIES.** School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

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**SEPTIC TANKS AND ON-SITE SEWER FACILITIES.** Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

**SEX OFFENDERS AND CRIMINAL ACTIVITY.** Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access <a href="https://publicsite.dps.texas.gov/SexOffenderRegistry">https://publicsite.dps.texas.gov/SexOffenderRegistry</a>. Contact the local police department to obtain information about any criminal activity in the area.

**SQUARE FOOTAGE.** If the purchase price is based on on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

**STATUTORY TAX DISTRICTS.** The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

**SURVEILLANCE**. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

**SURVEY.** A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

**SYNTHETIC STUCCO.** Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

**TAX PRORATIONS.** Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

**TERMINATION OPTION.** Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

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**TIDE WATERS.** If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

**TITLE INSURANCE OR ABSTRACT OF TITLE.** The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

**UTILITIES.** The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

**WATER LEVEL FLUCTUATIONS.** State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <a href="http://texasalmanac.com/topics/environment/lakes-and-reservoirs">http://texasalmanac.com/topics/environment/lakes-and-reservoirs</a>.

**WATER WELLS.** If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

OTHER.

This form was provided by:		By signing below I acknowledge that I received, read, and understand this information and notice.	
Value Realty, Inc. Value Realty, Inc.	06/28/23	( Spans	06/28/23
Broker's Printed Name		Buyer/Seller Suzan Ajani	Date
By: Malek Bohsali	06/28/23		
Broker's Associate's Signature	Date	Buyer/Seller	Date
Malek Bohsali			

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# **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 landlards.



#### 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:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o 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.

Malek Bohsali	437383	Malek@ValueRealEstate.US	(713) 204-4076
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Malek Bohsali	437383	Malek@ValueRealEstate.US	(713) 204-4076
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
MB Sales Agent/Associate's Name VRI S	Eicense No.  KSJ Mal	Email lek A. Bohsali Digitally signed by Malek A. Bohsali 2/12/20	Phone 21
	ant/Seller/Land	lord Initials Date	