



# 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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



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

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_  
 Was the Property built before 1978?  yes  no  unknown  
 (If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).  
 Roof Type: \_\_\_\_\_ 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): \_\_\_\_\_

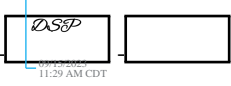
**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input type="checkbox"/>	Floors	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

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	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input type="checkbox"/>	Settling	<input type="checkbox"/>	<input type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input type="checkbox"/>
Landfill	<input type="checkbox"/>	<input type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input type="checkbox"/>			



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.
- 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.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located  wholly  partly in a floodway.
- 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): \_\_\_\_\_

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

**\*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.

"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.

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

09/15/2023  
11:29 AM CDT

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

**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  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

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

**Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?**  yes  no

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

**Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\***  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Seller                                      Date

Darin S. Pugh, Authorized Agent                                      09/15/2023  
Signature of Seller                                      Date

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

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

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:  
Electric: \_\_\_\_\_ phone #: \_\_\_\_\_  
Sewer: \_\_\_\_\_ phone #: \_\_\_\_\_  
Water: \_\_\_\_\_ phone #: \_\_\_\_\_  
Cable: \_\_\_\_\_ phone #: \_\_\_\_\_  
Trash: \_\_\_\_\_ phone #: \_\_\_\_\_  
Natural Gas: \_\_\_\_\_ phone #: \_\_\_\_\_  
Phone Company: \_\_\_\_\_ phone #: \_\_\_\_\_  
Propane: \_\_\_\_\_ phone #: \_\_\_\_\_  
Internet: \_\_\_\_\_ phone #: \_\_\_\_\_
- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

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

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

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

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

## **ADDENDUM TO SELLER'S DISCLOSURE NOTICE**

**Property:** 3218 Palston Bend Ln, Houston, Tx 77014

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Buyer is advised that Seller acquired the property by foreclosure auction, an "REO" owned transaction, or similar proceedings, or that Seller may have acquired the property from a direct or open market seller. Buyer is advised that Seller has never resided in the property. Disclosure is limited due to the fact that Seller may have no knowledge of the property's history prior to its acquisition. The information contained in the SELLER'S DISCLOSURE NOTICE that the Seller has provided may have been based mostly upon a limited visual inspection of the property. Seller made no inspection of inaccessible areas or mechanical systems except as stated in the SELLER'S 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 One to Four Family Residential Contract (Resale). 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 that Buyer is purchasing. All inspection reports conducted by the Buyer are hereby, deemed included and made a part of the SELLER'S DISCLOSURE NOTICE. The SELLER'S DISCLOSURE NOTICE, along with this addendum, and Buyer's inspection reports, if any, appear to accurately represent this property at this time. Seller is unaware of the status of any applicable permits. Seller cannot confirm with certainty the existence of any sewer/septic/well on the subject property and any disclosure regarding the same is deemed reliable, but not guaranteed. If applicable, or as otherwise stated in any Seller disclosure, Buyers are advised that any remodel done by Seller may have been done without permits. In regards to SELLER'S DISCLOSURE NOTICE, please be advised that the Seller is unaware of all building codes in this city, county, and state or whether the property is in compliance with the same.

Buyer understands that many agents, tenants, and others have had access to the subject property. Seller and Seller's brokers highly recommend that Buyers change the locks on subject property promptly after the close of escrow. Seller will not provide keys to Buyer at close of escrow.

Buyer acknowledges that the square footage of the subject property has not been measured by Seller, or Seller's broker(s) or 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 by other parties and is therefore 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, DEFECTS, AND LIMITATIONS and Buyer acknowledges Buyer's own 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 at recordation and by closing escrow: (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, independent investigation and that no representations or warranties of any kind whatsoever expressed or implied, have been made by Seller, Seller's brokers, Seller's agents, or Seller's attorneys. Buyer further agrees to release, indemnify, and defend Seller, Seller's brokers, Seller's agents, and Seller's attorneys from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount, whether in law or equity, arising from the condition of the subject Property.

**HOA/Keys/Remotes:** Seller has owned subject property for a short time and may not be aware if it is in an HOA community or has HOA assessments. Buyer agrees to investigate and satisfy himself/herself/itself regarding any and all HOA jurisdiction, rules, covenants, and conditions. Furthermore, Seller will not provide mail keys, gate remotes, or garage remotes, as they do not transfer to Seller through means of Seller's purchase, unless otherwise agreed to in writing. Buyer therefore agrees to purchase the property in its present "AS-IS" condition at the close of escrow.

**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 seller, broker, or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the Seller and its broker/agent are 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. Seller and its broker advise and recommend that 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. Buyer is solely responsible for requesting and obtaining this test. 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 thrive 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 Seller and the broker herein. Seller and its broker 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 and to fully satisfy himself/herself/itself of the condition of the property prior to closing of escrow.

BUYER'S SIGNATURE	DATE		<i>Darin S. Puhl, Authorized Agent</i>	09/15/2023
			SELLER'S SIGNATURE Breckenridge Property Fund 2016, LLC	:29 AM CDT DATE
BUYER'S SIGNATURE	DATE		SELLER'S SIGNATURE	DATE