



**ADDENDUM FOR
COASTAL AREA PROPERTY**
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

604 Bonita, Sargent, TX 77414
(Address of Property)

NOTICE REGARDING COASTAL AREA PROPERTY

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except: _____

3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

Buyer

Authentisign
Clifton W Burton

09/20/2023

Seller

Clifton W Burton

Buyer

Authentisign
Elizabeth C Burton

09/21/2023

Seller

Elizabeth C Burton

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this 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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 33-2 This form replaces TREC No. 33-1.



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

604 Bonita

Sargent

(Street Address and City)

DOWNEY CANEY CREEK LOT OWNERS ASSOCIATION dcccloa@att.net

(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 5 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 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: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 75.00 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

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

Clifton W Burton 09/20/2023

Seller Clifton W Burton

Buyer

Elizabeth C Burton 09/21/2023

Seller Elizabeth C Burton



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TXR-1922

TREC NO. 36-10



ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

604 Bonita, Sargent, TX 77414
(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

Authentisign
Clifton W Burton

09/20/2023

Seller
Clifton W Burton

Buyer

Authentisign
Elizabeth C Burton

09/21/2023

Seller
Elizabeth C Burton

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Downey's Lot Owner's Association Deed Restrictions Section 6

SECTION 6 DEED RESTRICTIONS

That Gulf Coast Home Builders, Inc. and Downey Bros. Inc. of Harris County, herein called "Owners", are the owners of Downey's Caney Creek Club, Sixth Section, a subdivision out of the William Baxter League, Abstract 4 in Matagorda County, Texas, as recorded in Volume 4, Page 48-49-50 of the Plat Records of Matagorda County.

NOW, THEREFORE, Owners dedicate to public use as such, the streets, alleys and easements shown on the plat of said subdivision, forever, and covenant and declare that all lots in said subdivision shall be subject to the following restrictions, covenants and conditions, and each lot in said subdivision shall be conveyed by Owners subject thereto.

Any purchaser by, through or under it shall hold title to the lot conveyed subject to the restrictions, covenants, conditions and easements herein referred to, which shall continue and remain in effect until August 1, 1989, and for such an extended time, if extended as herein provided, said easements, restrictions, covenants and conditions being established and fixed against said property for the purpose of establishing and creating a uniform plan of development for said property.

The easements, covenants, restrictions and conditions to which such property shall be subject are:

1. No building shall be erected or maintained on any lot in said subdivision other than a private residence and a private garage for the sole use of the owner or occupant. No more than one residence shall be erected on any one lot except that a duplex may be built on two adjoining lots, and except those lots which may be designated by developers as park sites.
2. No used building or structure of any kind shall be moved onto, permitted on, or permitted to remain on any lot. No building or structure may be constructed or covered with tar paper, canvas or other material not customarily used for the construction of residences. Used materials shall not be used in construction of any buildings.
3. Each residence shall have a minimum floor area of 400 square feet, except that a fully enclosed screened porch or room is to be computed as being within the square foot area. No building shall be occupied while it is in the process of construction. All buildings shall be completed with six (6) months after construction is commenced
4. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (Book 454 Page 32) as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
5. The Architectural Control Committee is composed of three (3) members appointed by Owners for the betterment and improvement of the subdivision, until all lots are sold. The three members are C.J. Downey, D.F.W. Downey and H.B. Sanders.
6. No fences shall be permitted to extend nearer to the street than the minimum set back line as shown on the recorded plat.
7. No residential structure or other building shall be located nearer to the front line or the side line than shown on the recorded plat.
8. No livestock shall be staked or pastured on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that two (2), dogs or two (2) cats or other household pets may be kept, provided they are not bred, kept or maintained for commercial purposes and solely as pets, and

a maximum of three (3) of any combination as household pets shall be permitted. A reasonable number of caged birds may be kept on premises.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

10. Any trailer placed on any lot must first be approved by the Architectural Control Committee. (None other than factory manufactured trailers are permitted on premises. Void due to County & Federal Building Laws.)

11. No signs, billboards, posters or advertising devices of any character shall be erected on any lot: the owner and developer may construct and maintain billboards and advertising devices customary in connection with the general sale of property in the subdivision.

12. No outside toilet or privy shall be erected or maintained in the subdivision. No sewage or other waste matter shall be placed or deposited in, or permitted to drain in bar ditches. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Matagorda County, the state of Texas, and the Architectural Control Committee in subdivision.

13. No part of any lot shall be used for the dumping of rubbish, trash, or other waste, all of which shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.

14. An assessment of \$12.00 per lot per year shall be charged to the Owner on each lot in said subdivision for the maintenance of future park area, boat launching ramps, club house; and or other expenditures as determined by Downey' Caney Creek Club Civic Committee as its sole judgment shall may deem necessary for the benefit of the Owners of all lots in subdivision. The maintenance fees shall be paid to "Maintenance Fund" Downey's Caney Creek Club Sixth Section, P. O. Box 26527, Houston, Texas 77032. The maintenance charge shall begin on the first day of the month following the date of the sales contract or deed of conveyance, whichever is sooner, and will be paid annually in advance beginning August 1, 1968. The Civic Club members are appointed by Owner and Developer from year to year. The maintenance charge shall not apply to lots owned by Developers.

15. The maintenance charge shall be paid by each and every lot owner and is secured by the vendor's lien which is expressly created and retained upon each and every lot. The lien for the maintenance charge shall be secondary, subordinate and inferior to the lien of any bona fide mortgagee. The Civic Committee shall be the custodian and administrator of the maintenance fund, and the vendor's lien is transferred and assigned to the Civic Committee.

16. The Civic Committee shall have authority to adjust the maintenance charge from year to year as it may deem proper, but in no event shall such charge exceed the maximum herein stated without the consent of ninety (90%) percent of the owners of lots in said addition.

17. If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

18. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of Owners, their successors and assigns and all persons claiming by, through and under Owners and shall be effective until August 1, 1989 and shall be extended automatically thereafter for successive periods of ten (10) years, provided, however, that the

owners of a majority of the square foot area in said subdivision may terminate the same on August 1, 1989 or at the end of any successive ten (10) year period thereafter by executing, acknowledging and filing for record in the Matagorda County Clerk's office an appropriate instrument or agreement in writing for such purpose which may be filed at any time within five (5) years of the end of any successive ten (10) year period, but said restrictions shall nevertheless continue to the end of the period for which they are then in effect.

19. Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise shall in no wise affect or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect. Executed this 22nd day of May, 1967 by and through the respective officers hereunto duly authorized.



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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

**604 Bonita
Sargent, TX 77414**

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

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Information about Special Flood Hazard Areas concerning

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

**604 Bonita
Sargent, TX 77414**

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Signature

Date

Signature

Date

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