

Seller's Real Estate Disclosure (SRED)

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

EFFECTIVE DATE: Monday, January 08, 2024

	<u>BUYER(S) INITIALS</u>	<u>NAME OF REPORT</u>	<u># of PAGES IN REPORT</u>	<u>DATE OF REPORT</u>	<u>PREPARED BY</u>
<p><u>AFFILIATED BUSINESS ARRANGEMENT:</u> Buyer(s) acknowledge that Cartus Corporation has delivered a copy of their Affiliated Business Arrangement disclosure form. This form details any companies Cartus has a business relationship with. <u>The Buyer(s) should acknowledge receipt of this disclosure document by initialing to the left of each item listed, signing (1) page 3 of this form and (2) the last page of the Affiliated Business Arrangement disclosure.</u></p>					
1	Buyer(s) Initials _____/_____	AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT	3	February 2023	Cartus
<p><u>DISCLOSURE DOCUMENTS:</u> Buyer(s) acknowledge that Cartus Corporation has delivered copies of the following disclosure documents to Buyer(s) which Buyer(s) have read and understand. <u>The Buyer(s) should acknowledge receipt of these disclosure documents by initialing to the left of each item listed and signing the signature section.</u> Buyer(s) initials not required if # of Pages in Report column is blank.</p>					
2	Buyer(s) Initials _____/_____	Home Owner's Real Estate Disclosure	5	05 January 2024	Home Owner(s)
3	Buyer(s) Initials _____/_____	Seller's Property Disclosure * (see footnote)	7	03 November 2023	Home Owner(s)
4	Buyer(s) Initials _____/_____	Lead Paint Disclosure (not required for homes built after 1977)			Home Owner(s)
<p><u>INSPECTION REPORTS and/or RECEIPT/BIDS:</u> Pending inspection reports that have been ordered but have not yet been received and do not have a date in the <i>Date of Report</i> column and will reflect PENDING under the # of Pages in Report column. These reports will be provided to you upon receipt. <u>The Buyer(s) should acknowledge receipt by initialing to the left of each item listed, including Pending items, and signing the signature section.</u> ** Buyers should initial all lines with Seller inspections noted below, including those that are marked as "PENDING", if applicable.</p>					
5	Buyer(s) Initials _____/_____	Termite	Pending		Fidelity Inspection & Consulting Services, Inc.
6	Buyer(s) Initials _____/_____	Pool RHI	Pending		Fidelity Inspection & Consulting Services, Inc.
7	Buyer(s) Initials _____/_____	Major Components Inspection	Pending		Fidelity Inspection & Consulting Services, Inc.
8	Buyer(s) Initials _____/_____				
9	Buyer(s) Initials _____/_____				
10	Buyer(s) Initials _____/_____				
11	Buyer(s) Initials _____/_____				
12	Buyer(s) Initials _____/_____				

	____/____				
13	Buyer(s) Initials				
	____/____				
14	Buyer(s) Initials				
	____/____				
15	Buyer(s) Initials				
	____/____				
16	Buyer(s) Initials				
	____/____				
17	Buyer(s) Initials				
	____/____				
18	Buyer(s) Initials				
	____/____				
19	Buyer(s) Initials				
	____/____				
20	Buyer(s) Initials				
	____/____				

MISCELLANEOUS INFORMATION: The Buyer(s) should acknowledge receipt of these documents by initialing to the left of each item listed and signing the signature section.

21	Buyer(s) Initials				
	____/____				
22	Buyer(s) Initials				
	____/____				
23	Buyer(s) Initials				
	____/____				
24	Buyer(s) Initials				
	____/____				
25	Buyer(s) Initials				
	____/____				

* The following states have mandatory state disclosures: AK, AZ, CA, CO, CT, DE, DC, HI, ID, IL, IN, IA, KY, LA, ME, MD, MI, MN, MS, MT, NE, NV, NH, NJ, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, WA, WI. Cartus Corporation is disclosing this to the buyers where applicable.

The terms and conditions of the purchase and sale agreement which apply to Seller are SUBJECT TO the Seller receiving back from the Buyers said PENDING documents executed and/or initialed by Buyer not later than five (5) business days after Buyers' receipt of said documents.

If Buyer fails or refuses to comply with any of the above requirements, at Seller's option, the purchase and sale agreement shall become null and void. Seller shall notify Buyer in writing of its option to declare this purchase and sale null and void.

Buyer(s) acknowledge that they have had, or will have had, prior to closing, the opportunity to investigate the subject matter of the aforementioned disclosures on their own and have, or will have, investigated such to their satisfaction, or waived such investigation.

Neither Cartus Corporation nor Cartus Financial Corporation have independently verified the contents of these documents and are not responsible for their accuracy.

Buyer(s) acknowledge and agree that the purchase price of the property and other terms and conditions of this purchase agreement were negotiated with full knowledge and disclosure of the contents of the aforementioned disclosures; that said purchase price reflects the agreed-upon value of the property AS IS; including the aforementioned disclosures; to take the property subject to the disclosures; and that Cartus Corporation shall have no responsibility or liability therefore.

Buyer(s) may wish to obtain professional advice and or/ inspections of the property and to provide for appropriate provisions in the contract between Buyer(s) and Seller with respect to any advice/ inspections/ defects.

Note: You may also wish to have your broker complete and provide you with a similar disclosure statement.

*Buyer(s) closing this transaction prior to receiving all the above reports shall constitute buyer's waiver of the right to receive and review those reports.

SIGNATURES:

BUYER: _____

BUYER: _____

DATED: _____



RELOCATION ADDENDUM

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Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT
3487798
2211 Pleasant Creek Drive
Kingwood, TX 77345**

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. RELOCATION TRANSACTION:** Seller has or will acquire the Property in a relocation transaction. Seller is not an occupant of the Property. Seller's obligations under the contract are SUBJECT to Seller becoming the contractual owner of the Property. If Seller is not or does not become the contractual owner of the Property on or before the Closing Date, the contract will be null and void.
- C. PREQUALIFICATION LETTER:** If the contract is subject to Buyer obtaining Buyer Approval as provided in the Third Party Financing Addendum:
- (1) Buyer has delivered to Seller a conditional qualification letter on a form or in a format promulgated by the Texas Savings and Loan Department issued by a reputable lender.
 - (2) Buyer shall be orally pre-qualified, at no cost or obligation to Buyer, for financing similar to the financing described in the Third Party Financing Addendum, by _____ (lender's name and phone) which is is not Seller's affiliate.
- D. CLOSING AGENT:** Unless Buyer's lender requires otherwise, the closing of the transaction described in the contract will be conducted by a closing agent of Seller's choice.
- E. TITLE COMPANY & COMMITMENT:** If Seller pays for the Title Policy, the Title Policy may, at Seller's option, be issued by the Title Company named in the contract or by any title insurance underwriter authorized to underwrite policies in the State of Texas that Seller chooses, provided that Buyer's lender does not object. For the reasons stated in Paragraph B above, Buyer acknowledges and agrees that the Property may be conveyed to Buyer by a person other than Seller. It is not grounds for the Buyer to object under Paragraph 6D of the contract if the Commitment shows title to the Property to be in the name of a person other than Seller.
- F. DISCLOSURE:**
- (1) Buyer acknowledges that:
 - (a) Seller has or will acquire the Property as part of a relocation transaction;
 - (b) Seller is not an occupant of the Property;
 - (c) Seller is or may be a contractual owner of the Property or a representative of the legal title owner;
 - (d) Seller has limited actual knowledge of the Property's condition;
 - (e) the Property and its contents are not new and, except for any agreed repairs, are being sold AS IS in their present condition;
 - (f) Seller has delivered to Buyer copies of Seller's Disclosure Documents, which are attached to and made a part of this Addendum;
 - (g) Buyer has read and understands the Disclosure Documents;

- (h) the Sales Price and other terms of the contract were negotiated with Buyer's knowledge of the contents of the Disclosure Documents;
 - (i) the Sales Price reflects the agreed-upon value of the Property **AS IS**, inclusive of all disclosures; and
 - (j) neither the Seller nor Seller's agent has made any expressed or implied warranties or representations as to the Property's condition, except as given to Buyer in writing.
- (2) Buyer shall acknowledge receipt of the Disclosure Documents by initialing each document and signing the Disclosure Statement.
- (3) Buyer agrees that Buyer is not relying on the accuracy of the statements in the Disclosure Documents. Buyer may investigate the subject matter in the Disclosure Documents. Any obligation to make repairs based on the investigations or otherwise will be governed exclusively by Paragraph G.
- (4) At closing Buyer shall execute a Disclosure Acknowledgement that confirms that Buyer had the opportunity to review and investigate the matters in the Disclosure Documents. Buyer's closing of the transaction described in the contract constitutes Buyer's acceptance of the Property and Buyer's satisfaction or waiver of all investigations of matters in the Disclosure Documents.

G. REPAIRS:

- (1) Not later than 10 days after the Effective Date, Buyer may deliver to Seller: (i) a copy of all inspection reports; and (ii) a written list of any repairs to the Property that Buyer or Buyer's lender requires. Failure to deliver the inspection reports and the list of repairs within the time required will be deemed to be a waiver of Buyer's right to inspect and designate repairs.
- (2) If Buyer timely delivers the information under G(1) and the cost to repair the items in the list of repairs does not exceed \$ _____ for treatment and repairs from wood-destroying insects (\$0.00 if left blank) and \$ _____ for all other repairs (\$0.00 if left blank), Seller shall, not later than 5 days before closing notify Buyer in writing that Seller shall:
- (a) repair the items in the list of repairs; or
 - (b) give Buyer a credit for the items to be repaired in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs.
- (3) If the cost to repair exceeds the amounts stated under G(2) (\$0.00 if left blank), Seller shall, not later than 5 days before closing, notify Buyer in writing that Seller shall:
- (a) repair all of the items in the list of repairs;
 - (b) give Buyer a credit for all of the items designated on the list of repairs in an amount that equals or exceeds estimates that Seller obtains from reputable contractors to complete the repairs; or
 - (c) terminate this contract and the earnest money will be refunded to Buyer.
- (4) Seller is not liable for the quality of any repairs. Buyer shall look only to the contractor that performs a repair for the satisfaction of any claims that Buyer may have regarding repairs.
- (5) If a credit is given under G(2) or G(3):
- (a) Buyer releases Seller of any obligation regarding repairs;
 - (b) the amount of the credit must be shown on the TILA-RESPA Closing Disclosure form; and
 - (c) the credit will be applied to Buyer's Expenses at closing and if Buyer's lender objects to the credit, the credit will be applied to the Sales Price with proportional adjustments in Paragraphs 3A and 3B of the contract.

H. CLOSING: The closing of the transaction described in the contract and the acceptance of the deed to the Property by Buyer constitutes Buyer's acknowledgement that the condition of the Property and fixtures, equipment, appliances, and other tangible personal property on the Property are acceptable to Buyer. Seller shall have no further responsibility or obligation concerning the Property after closing. By closing, Buyer waives all rights Buyer may have against the Seller concerning the condition of the Property. This provision survives closing.

I. NO OPTION: Paragraph 5.B of the contract does not apply and is struck for all purposes. All references to "Option Fee" in Paragraph 5 of the contract are hereby deleted.

J. POSSESSION: Notwithstanding which box is checked under Paragraph 10 of the contract, Seller shall deliver possession of the Property upon closing and funding. Buyer may not occupy the Property before closing and funding. Paragraph 10. B of the contract is hereby deleted and replaced with Sections 14 and 15 under "Special Provisions" below.

- K. FINALITY OF PRORATIONS:** Notwithstanding Paragraph 13 of the contract, the parties will not adjust prorations after closing. Prorations made at closing in accordance with Paragraph 13 are final and are not adjustable except to correct errors in calculations made at closing.
- L. NO MEDIATION:** Notwithstanding Paragraph 16 of the contract, any dispute involving the Seller related to this contract will not be submitted to mediation.
- M. ACCEPTANCE OF OFFER:** Buyer understands that Seller may have orally accepted an offer from Buyer to purchase the Property. Buyer gives Seller's broker permission to deposit the earnest money. Seller shall forward the executed contract to the Escrow Agent as soon as possible. However, both parties understand and agree that no binding and enforceable agreement exists between Seller and Buyer unless the contract is fully executed by Seller and notice of final acceptance is given to the Buyer or Buyer's Broker.
- N. FAXES:** Facsimile transmittals of signed documents are legally binding on the parties. At Seller's request, any documents transmitted by facsimile will be substantiated by original signatures as soon as reasonably practicable. The parties may not assert the use of facsimile transmittals as a defense to any dispute involving the contract of the Property and each party forever waives any such defense.

O. SPECIAL PROVISIONS:

1. *Reference section 6.C of the Contract, Seller opts for item Number (2): that Buyer shall obtain a survey of the Property at Buyer expense.*
2. **Earnest Money; Default; Brokers:**
In the event of a default in consummating this purchase by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the attached contract (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.
3. Seller to convey the Property subject to all outstanding mineral rights and interests, whether of record or not, including any contractual or equitable right(s) held by Seller's predecessor(s) to reserve or retain the minerals or any mineral interest(s).
4. The Effective Date of the contract and this Addendum shall be the date that the Seller signs this Addendum.
5. Seller's correct, legal name for all purposes related to the contract is as shown on the signature line of this Addendum.
6. All personal property that conveys with the Property is sold "as is", "where is", and has no value.
7. Notwithstanding anything to the contrary in section 6.A. (8) of the Contract of Sale, any such amendment to the title policy exclusions as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements shall be at the Buyer's expense.
8. Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee included but not limited to a Qualified Intermediary) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of the Buyer.
9. Seller shall not make any payment related to any closing date delays.
10. MLS information/items (for example, but not limited to, square footage, school districts, buyer incentives, inclusions, agent incentives) are not representations or warranties by the Seller and are not part of the Agreement unless expressly stated in the Agreement or this Addendum
11. Legal Description, Lot and Block are subject to verification following receipt of title work.

12. Authorization to Disclose Information:

Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).

- 13. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed) or price reduced in response to inspection issues, Buyer(s) agree to sign a general release and hold harmless with respect to the condition of the property.
- 14. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.
- 15. Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract.
- 16. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property. There will be no re-proration or readjustment of taxes or assessments based on actual statements after the date of closing or for any other reason.
- 17. Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

P. CONSULT AN ATTORNEY: The Texas Real Estate Commission prohibits real estate license holders from giving legal advice. READ THIS ADDENDUM CAREFULLY. If you do not understand the effect of this addendum, consult your attorney BEFORE signing.

Optional for Buyer: By initialing on the line below, Buyer hereby authorizes Cartus to disclose Buyer's contact information, including name, address, e-mail address, and/or telephone number to **Realogy Insurance Agency, Inc.** AKA Anywhere Insurance Agency.

 (Buyer initials) (Co-Buyer initials)

Phone number: _____ Email: _____

 Buyer Date

 Buyer Date

 Seller: Date
 Cartus _____

Cartus Financial Corporation

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

From: Cartus Corporation

Date: 11/3/2023

This is to give you notice that Cartus Corporation (“Cartus”), a subsidiary of Anywhere Real Estate Inc. (“AnywhereSM”), has a business relationship with the companies listed below in this Statement. AnywhereSM owns 100% of Cartus. AnywhereSM also owns 100% of each company listed below, except for (i) Guaranteed Rate Affinity, in which Anywhere Integrated Venture Partner LLC has a 49.9% ownership interest; (ii) Notarize in which Anywhere Real Estate Services Group LLC has a 2.38% ownership interest and (iii) Anywhere Integrated Services LLC (which is a wholly owned subsidiary of AnywhereSM) has an direct or indirect interest in the following entities and percentages: Burnet Title of Indiana (75%); Catalina Title Agency (21.50%); CW Title (20%); Cypress Title Corporation (30.769%); Equity Title Agency (50%); First Equity Title Agency (50% interest in an entity that owns 60%); Guardian Title Company (67.55%); Ho’okele Title LLC (24.77% of an entity that owns 100% of Ho’okele Title LLC); Ho’okele Escrow Corporation (24.77% of an entity that owns 100% of Ho’okele Escrow Corporation); Mercury Title (51%); Metro Title (55%); Progressive Title Company (44.54%); REALtech Title (51%); RealSafe Title (49%); Regency Title (50%); Residential Title (51%); RealTitle of the Carolinas, LLC, (50%); Title Resources Guaranty Company (30%); and Trueline Technologies (51%). AnywhereSM also owns the franchisors of the BETTER HOMES & GARDENS® REAL ESTATE, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, THE CORCORAN GROUP®, CENTURY 21®, ERA®, AND SOTHEBY’S INTERNATIONAL REALTY® franchise systems. Because of these relationships, the referral of business to any of the companies listed below may provide Cartus a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES OR RANGE OF CHARGES
<p><u>Anywhere Advisors Real Estate Brokerage Companies and Other Franchisees</u> In certain markets Anywhere Advisors subsidiaries provide real estate brokerage services under Coldwell Banker, The Corcoran Group, and/or Sotheby’s International Realty trade names. Also note that in other markets, franchisees of Anywhere Real Estate Inc. subsidiaries provide real estate brokerage services as franchisees of Better Homes & Gardens, Coldwell Banker, Coldwell Banker Commercial, The Corcoran Group, Century 21, ERA and Sotheby’s International Realty.</p>	<p>Real estate brokerage services and commission</p> <p>Cooperative real estate commission</p>	<p>3 – 10% of sales price of the property depending on multiple factors including type of property, transaction side, services, region and transaction structure. However, commissions vary per agreement with each customer and may be negotiated, in whole or in part, as fixed amounts, such as a fixed amount in lieu of all or part of a percentage, or an amount such as \$100 - \$1000 in addition to a percentage. In addition, referral commissions vary, but are generally paid by a real estate broker as a percentage (approximately 25% - 50%) of the real estate broker’s commission on a transaction side.</p>
<p><u>Guaranteed Rate Affinity</u> Provides a full range of residential first mortgage loan products and services.</p>	<p>Loan origination fee</p> <p>Loan discount fee/points</p> <p>Application fee</p>	<p>\$1,290</p> <p>0% - 5% of loan amount</p> <p>\$150 [except Kentucky is \$100; WV \$0]</p>
<p><u>American Title Company of Houston</u> <u>Burnet Title</u> <u>Burnet Title of Indiana, LLC</u> <u>Catalina Title Agency, LLC</u> <u>Clear Title Group</u> <u>Cornerstone Title Company</u> <u>Cascade West Title Company, LLC</u> <u>Case Title Company</u> <u>CW Title</u> <u>Cypress Title Corporation</u> <u>Equity Title Agency, Inc</u> <u>Equity Title Company</u> <u>First California Escrow Corporation</u> <u>First Equity Title Agency LLC</u> <u>Guardian Title Agency</u> <u>Guardian Title Company</u> <u>Guardian Transfer</u></p>	<p>Title insurance premium (Based on \$100,000, purchase price)</p> <p>Title search</p> <p>Title exam</p> <p>Closing/Settlement fee</p>	<p>\$320 - \$1150</p> <p>\$90 - \$600</p> <p>\$75 - \$350</p> <p>\$150 - \$3100</p> <p>*Your actual costs may vary depending upon your loan size. Please review your Loan Estimate for the specific charges that may apply to you.</p>

<p><u>Horizon Settlement Services</u> <u>Ho'okele Escrow Corp</u> <u>Ho'okele Operations LLC</u> <u>Ho'okele Title LLC</u> <u>Independence Title Company</u> <u>Keystone Closing Services</u> <u>Keystone Title Services</u> <u>Keystone Transfer Services</u> <u>Landmark Title</u> <u>Land Title and Escrow, Inc</u> <u>Land Title of Nez Perce County</u> <u>Market Street Settlement Group</u> <u>MASettlement</u> <u>Mercury Title LLC</u> <u>Metro Title LLC</u> <u>Mid-Atlantic Settlement Services</u> <u>Pierce County Title Company</u> <u>Pro National Agency</u> <u>Pro National Title Agency</u> <u>Pro National Settlement Company</u> <u>Progressive Holding Company</u> <u>Progressive Title Company, Inc.</u> <u>Quality Choice Title</u> <u>REALtech Title LLC</u> <u>REALtech Title Agency</u> <u>REALtech Settlement Services</u> <u>RealTitle of the Carolinas, LLC</u> <u>RealSafe Title, LLC</u> <u>Regency Title Company, LLC</u> <u>Residential Title Agency</u> <u>Residential Title</u> <u>RT Title Agency, LLC</u> <u>Sandpoint Title</u> <u>Secured Land Transfers, LLC</u> <u>Secured Land Title</u> <u>Short Trak (FL only)</u> <u>St Marys Title Services</u> <u>Sunbelt Title Agency</u> <u>Sun Valley Title</u> <u>Texas American Title Company</u> <u>Terra Coastal Escrow, Inc</u> <u>TitleOne</u> <u>Title Resources Guaranty Company</u> <u>Tri-County Title</u> <u>TRG Services, Escrow, Inc.</u> <u>U.S. Title Guaranty Company</u> <u>U.S. Title</u> <u>West Coast Escrow Company</u></p>		
<p><u>Anywhere Insurance Agency Inc</u></p>	<p>Homeowners insurance premium</p>	<p>\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling</p>
<p><u>Landway Settlement Services</u> <u>Mardan Settlement Services</u></p> <p><u>Lakecrest Relocation Services (Canada only)</u></p> <hr/> <p><u>Trueline Technologies</u></p>	<p>Equity and sales contract negotiation services, coordination of the sale of home to a 3rd party buyer with a local agent</p> <p>Coordination of Survey Documents</p>	<p>\$620 - \$1010</p> <p>\$325-\$800</p> <p>Ohio: \$160-\$250 Maryland: \$195-\$295 Florida: \$325-\$495 Texas: \$375-\$600 Pennsylvania: \$350-\$550 unless quoted higher</p> <p>Range of prices is applicable for roughly 95% of jobs performed. Each location will have large or unusual jobs that are priced above the range shown.</p>
<p><u>National Coordination Alliance</u> <u>(National): National Coordination Alliance</u> <u>Settlement Services</u></p>	<p>Property Review and Acquisition Fee</p> <p>Update Fee</p>	<p>\$550</p> <p>\$100</p>
<p><u>Notarize Inc.</u></p>	<p>Online Notary Services</p>	<p>\$95 - 125 per person</p>

Processing Solutions (Texas)	Tax certificates	\$100 for up to three account numbers
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ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Cartus is referring me/us to purchase the above-described settlement service(s) and that Anywhere Real Estate Inc., their employees and/or subsidiaries and affiliates may receive a financial or other benefit as the result of this referral.

Signature

Date

Signature

Date



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2022

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 2211 Pleasant Creek Drive Kingwood, TX 77345

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			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			
Liquid Propane Gas:			
-LP Community (Captive)			
-LP on Property			

Item	Y	N	U
Natural Gas Lines			
Fuel Gas Piping:			
-Black Iron Pipe			
-Copper			
-Corrugated Stainless Steel Tubing			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			

Item	Y	N	U
Pump: sump grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector - Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			
Public Sewer System			

Item	Y	N	U	Additional Information
Central A/C				electric gas number of units: Seller is non-occupant
Evaporative Coolers				number of units: owner and has no knowledge
Wall/Window AC Units				number of units: regarding this property
Attic Fan(s)				if yes, describe: regarding this property
Central Heat				electric gas number of units:
Other Heat				if yes, describe:
Oven				number of ovens: electric gas other:
Fireplace & Chimney				wood gas logs mock other:
Carport				attached not attached
Garage				attached not attached
Garage Door Openers				number of units: number of remotes:
Satellite Dish & Controls				owned leased from:
Security System				owned leased from:

Solar Panels				owned	leased from:
Water Heater				electric	gas other: _____ number of units: _____
Water Softener				owned	leased from: _____
Other Leased Items(s)				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
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

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

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Seller is non-occupant owner and has no knowledge regarding this property

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

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		

Previous Roof Repairs		
Previous Other Structural Repairs		
Previous Use of Premises for Manufacture of Methamphetamine		

Termite or WDI damage needing repair		
Single Blockable Main Drain in Pool/Hot Tub/Spa*		

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.

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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): _____

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owner and has no knowledge
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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): _____

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: _____

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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.

Concerning the Property at 2211 Pleasant Creek Drive Kingwood, TX 77345

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.

Scott Kastanis 11/07/23
Signature of Seller Date Signature of Seller Date

Printed Name: Scott Kastanis - as agent for Cartus 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. 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 #: _____

Seller is non-occupant owner and has no knowledge regarding this property

Concerning the Property at 2211 Pleasant Creek Drive Kingwood, TX 77345 _____

(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: _____

**Seller is non-occupant
owner and has no knowledge
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