

Offer Instructions

Please email your offer to Suzy.Pittman@Compass.com

Subject Line: OFFER – PROPERTY ADDRESS

Communication: Suzy.Pittman@compass.com or call & text (281) 788-9990

Title Company: Prior to submitting your offer, please contact me for title company information. You may also contact my Transaction Coordinators at Elite@EliteRealEstateTransactions.com

Earnest Money:
Earnest money should be at least 1% of the total contract sales price.

Option Fee:
Please ensure that option fee is at least \$35 per day, with a maximum of 10 days (not ending on a Sunday).

Addenda:
Buyer to sign all attached addenda (seller's disclosure, HOA, MUD, etc.) to submit with offer. Offers that are missing these signed documents can't be executed.

Survey:
Please check #2, Buyer to purchase new survey. If seller has a survey, the survey and T-47 will be uploaded in the HAR attachments (check #1 & Buyer).

***If offer is missing required addenda with negotiable items, then it will not be presented to the seller. ***

Submitting: Please submit your offer with proof of funds/pre-approval letter. Proof of funds required for amount of down payment.

Home Warranty:
Seller is not providing a home warranty.

Contract Information:

Compass RE Texas, LLC	9006927
Listing Broker Firm	License No.

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Suzy Pittman	700511
Listing Associate's Name	License No.

Team Name

suzy.pittman@compass.com	(281)788-9990
Listing Associate's Email Address	Phone

Cheri Fama	360812
Licensed Supervisor of Listing Associate	License No.

4200 Westheimer Rd, Suite 1000	(281)788-9990
Listing Broker's Office Address	Phone

Houston	TX	77027
City	State	Zip





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 12215 Meadow Lake Drive, Houston, Texas, 77077

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 checked="" type="checkbox"/>	
Carbon Monoxide Det.	<input checked="" type="checkbox"/>		
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop		<input checked="" type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>		
Disposal	<input checked="" type="checkbox"/>		
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans	<input checked="" type="checkbox"/>		
Fences	<input checked="" type="checkbox"/>		
Fire Detection Equip.		<input checked="" type="checkbox"/>	
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures	<input checked="" type="checkbox"/>		
Liquid Propane Gas:		<input checked="" type="checkbox"/>	
-LP Community (Captive)		<input checked="" type="checkbox"/>	
-LP on Property		<input checked="" type="checkbox"/>	

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

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

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u> </u>
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: <u> </u>
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: <u> </u>
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: <u> </u>
Central Heat	<input checked="" type="checkbox"/>			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <u> </u>
Other Heat		<input checked="" type="checkbox"/>		if yes, describe: <u> </u>
Oven	<input checked="" type="checkbox"/>			number of ovens: <u> </u> electric <input type="checkbox"/> gas <input type="checkbox"/> other: <u> </u>
Fireplace & Chimney	<input checked="" type="checkbox"/>			<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: <u> </u>
Carport		<input checked="" type="checkbox"/>		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input checked="" type="checkbox"/>			number of units: <u>1</u> number of remotes: <u>0</u>
Satellite Dish & Controls		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from: <u> </u>
Security System		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from: <u> </u>

(TXR-1406) 07-10-23

Initialed by: Buyer: , and Seller: DSP,

Page 1 of 7

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned	leased from: _____
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric	<input checked="" type="checkbox"/> gas other: _____ number of units: _____
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned	leased from: _____
Other Leased Items(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____	
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	automatic	manual areas covered _____
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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: Composite/Shingle Age: Approx 15 years (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 checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" 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): Cracks in the driveway,

See the Engineers Report regarding the foundation "working as intended". Sprinkler system has not be tested by the Seller being sold as-is.

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 checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: DSP

Page 2 of 7

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

Previous Roof Repairs	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input checked="" type="checkbox"/>

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.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: DSP, _____

Page 3 of 7

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

"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: Graham Management
Manager's name: _____ Phone: 713-334-8000
Fees or assessments are: \$ 595.00 per year _____ 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.

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: , _____

Page 4 of 7

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

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
9/25/23	Foundation	Jeff Burkman, P.E. 63505, Champions Engineering & Insp.	

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.

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

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.

Darin S. Puhl, as Authorized Agent

01/26/24

Signature of Seller

Date

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. 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: TXU

phone #: 972-791-2888

Sewer: _____

phone #: _____

Water: City of Houston

phone #: 713-371-1400

Cable: _____

phone #: _____

Trash: _____

phone #: _____

Natural Gas: Center Point Energy

phone #: _____

Phone Company: _____

phone #: _____

Propane: _____

phone #: _____

Internet: _____

phone #: _____

(TXR-1406) 07-10-23

Initialed by: Buyer: _____, _____ and Seller: DSP, _____

Page 6 of 7

Concerning the Property at 12215 Meadow Lake Drive, Houston, Texas, 77077

(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: 12215 Meadow Lake Dr., Houston, TX 77077

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, appears 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.

 *Darin S. Puhl, as Authorized Agent*

Buyer Signature

Date

Seller Signature

Date
01/25/24

Buyer Signature

Date

Seller Signature

Date



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

12215 Meadow Lake Dr

Houston

(Street Address and City)

Shadowbriar HOA / 713-334-8000

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 300.00 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

Authentisign 01/25/2024
Darin S. Puhl, as Authorized Agent
Seller **Catamount Properties 2018, LLC**

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.

TREC NO. 36-10


SELLER'S ADDENDUM

PROPERTY: 12215 Meadow Lake Dr., Houston, TX 77077

- 1) One or more of the ultimate owners of the SELLER is a licensed real estate professional in California.
- 2) The BUYER, at this moment, acknowledges and agrees that all photographs, negatives, prints, video recordings, images, schematics, floor plans, and drawings of the subject property in this agreement ("Authorized Materials") are exclusively owned and retained by SELLER. BUYER acknowledges and agrees that SELLER may use Authorized Materials for any promotional or commercial purpose, including the publication of Authorized Materials in advertisements, magazines, newspapers, websites, billboards, and any other publication, without BUYER's permission and any compensation or remuneration to BUYER.

BUYER hereby releases, acquits, and forever discharges SELLER and each of SELLER's owners, employees, brokers, agents, attorneys, and representatives from any and all demands, claims, actions, suits, causes of action, complaints, liabilities, costs, and damages of any nature whatsoever, arising from the use and publication of Authorized Materials.

- 3) Notwithstanding Paragraph 13 of the contract, prorations at the time of closing/funding are final. BUYER understands that no adjustments post-funding will be made regardless of when the counties release the current year's taxing assessments.
- 4) If the last day of the Option Period, set forth in Paragraph 5B of the contract, falls on a Saturday, Sunday, or legal holiday, the Option Period is extended to 5:00 PM (local time where the property is located) of the next day that is not a Saturday, Sunday, or legal holiday.

 *Darin S. Puhl, as Authorized Agent*

_____ BUYER'S SIGNATURE	_____ DATE	_____ SELLER'S SIGNATURE	_____ DATE	01/25/24
----------------------------	---------------	-----------------------------	---------------	----------

_____ BUYER'S SIGNATURE	_____ DATE	_____ SELLER'S SIGNATURE	_____ DATE
----------------------------	---------------	-----------------------------	---------------