



# NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

"The real property, described below, which you are about to purchase is located in the MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 18. The District may be subject to district taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited tax rate in payment of such bonds. The current rate of the District property tax is \$0.232 on each \$100.00 of assessed valuation. The total amounts of bonds payable wholly or partly from property taxes (excluding refunding bonds that are separately approved by the voters) approved by the voters are:

\$60,000,000 for water, sewer, and drainage facilities

"The aggregate initial principal amounts of all such bonds issued are:

\$38,690,000 for water, sewer, and drainage facilities

"The District sought and obtained approval of the Texas Commission on Environmental Quality to adopt and impose a standby fee. The amount of the standby fee is \$5.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the district."

"The District is located wholly or partly in the extraterritorial jurisdiction of the City of Conroe. Texas law governs the ability of a municipality to annex property in the municipality's extraterritorial jurisdiction and whether a district that annexed by the municipality is dissolved."

"The purpose of this District is to provide water, sewer, drainage, flood control, and parks and recreational facilities and services. The cost of district facilities is not included in the purchase price of your property."



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION (NOT FOR USE WITH CONDOMINIUMS) ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

50 Cloverdale Ct Montgomery

(Street Address and City)

BentWater POA/ 936-597-5532/ www.bentwaterpoa.com

(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 \$ 900.00 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

Raymond H Mildren Seller

03/20/2024

Buyer

Barbara W Mildren Seller

03/18/2024



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.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

### DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Department of Licensing and Regulation. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. **YOU MAY CHOOSE ANY COMPANY.**

**THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL.** The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

- Other Broker/Sales Agent will receive no compensation from a residential service company.
- Other Broker/Sales Agent receives compensation from the following residential service company:

\_\_\_\_\_

\_\_\_\_\_

for providing the following services:

\_\_\_\_\_

\_\_\_\_\_

- Listing Broker/Sales Agent will receive no compensation from a residential service company.
- Listing Broker/Sales Agent receives compensation from the following residential service company:

America's Preferred Home Warranty

\_\_\_\_\_

for providing the following services:

Marketing

\_\_\_\_\_

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name \_\_\_\_\_ License No. \_\_\_\_\_

eXp Realty \_\_\_\_\_ 603392  
Listing Broker's Name \_\_\_\_\_ License No. \_\_\_\_\_

By: \_\_\_\_\_

By: Spencer Mildren \_\_\_\_\_ 03/18/2024

The undersigned acknowledges receipt of this notice:

Buyer \_\_\_\_\_

Raymond H Mildren \_\_\_\_\_ 03/20/2024  
Seller

Buyer \_\_\_\_\_

Barbara W Mildren \_\_\_\_\_ 03/18/2024  
Seller



This form has been approved by the Texas Real Estate Commission (TREC) for use by license holders to disclose payments received from a residential service company. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) RSC-3.

"PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM."

03/20/2024  
Date

*Raymond H Mildren*

03/18/2024

*Barbara W Mildren*  
Signature of Seller

"The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or at closing of purchase of the real property."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

This notice form is issued by: Montgomery County Municipal Utility District No. 18  
Telephone Number: (713) 951-0800  
Date of Issuance: September 22, 2022



## Wiring Fraud Advisory Notice

Cybercrime is a potential threat in real estate transactions. Instances have occurred where criminals have hacked email accounts of entities related to real estate transactions (such as lawyers, escrow holder's, title company representatives, or real estate brokers and agents). Using email, hackers have invaded real estate transactions and used fraudulent wiring instructions to direct parties to wire funds to the criminals' bank accounts, often to off-shore accounts, with little chance of recovery. It also appears that some hackers have provided false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers also have had their sales proceeds taken through similar schemes.

**PLEASE BE ADVISED THAT eXp Realty, WILL NEVER SEND VIA EMAIL WIRING INSTRUCTIONS RELATED TO YOUR TRANSACTION.**

BUYERS/LESSEES AND SELLERS/LESSORS ARE ALSO ADVISED:

1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
2. NEVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.
3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords and using secure WiFi as well as two-step verification processes.

If an email or a telephone call seems suspicious refrain from taking any action until the communication has been independently verified. Promptly notify your bank, your real estate agent and the Escrow Officer. The sources below, as well as others, can also provide information:

- The Federal Bureau of Investigation [www.fbi.gov](http://www.fbi.gov)
- The National White-Collar Crime Center [www.nw3c.org](http://www.nw3c.org)
- On Guard Online: [www.onguardonline.gov](http://www.onguardonline.gov)

The undersigned acknowledge receipt of this Advisory.

Date: 03/20/2024 Seller/Landlord: Raymond H Mildren

Date: 03/18/2024 Seller/Landlord: Barbara W Mildren

Date: \_\_\_\_\_ Buyer/Tenant: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer/Tenant: \_\_\_\_\_

(For Colorado Residents Only): This form has not been approved by the Colorado Real Estate Commission.