



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 13710 Brighton Park Dr, Houston, TX 77044-4434, Harris County

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

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

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

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

(TXR-1406) 07-10-23

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



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Solar Panels		X		<u>owned</u> leased from: _____
Water Heater	X			<u>electric</u> * <u>gas</u> other: _____ number of units: <u>1</u>
Water Softener		X		<u>owned</u> leased from: _____
Other Leased Items(s)		X		if yes, describe: _____
Underground Lawn Sprinkler		X		<u>automatic</u> <u>manual</u> areas covered _____
Septic / On-Site Sewer Facility		X		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, Architectural Age: 2004 (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		X
Ceilings		X
Doors		X
Driveways		X
Electrical Systems		X
Exterior Walls		X

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

Item	Y	N
Sidewalks		X
Walls / Fences		X
Windows		X
Other Structural Components		X

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

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

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

Condition	Y	N
Radon Gas		X
Settling		X
Soil Movement		X
Subsurface Structure or Pits		X
Underground Storage Tanks		X
Unplatted Easements		X
Unrecorded Easements		X
Urea-formaldehyde Insulation		X
Water Damage Not Due to a Flood Event		X
Wetlands on Property		X
Wood Rot		X
Active infestation of termites or other wood destroying insects (WDI)		X
Previous treatment for termites or WDI		X
Previous termite or WDI damage repaired		X
Previous Fires		X

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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:

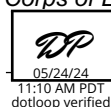
"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; 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.

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"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: Summerwood Community Association

Manager's name: Graham Management

Phone: 713-334-8000

Fees or assessments are: \$ 926.00 per Annual 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.)

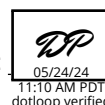
Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

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.



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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 Puhl, Authorized Agent

dotloop verified
05/24/24 11:10 AM
PDT
L6TS-RU40-KTYD-APFJ

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 <https://publicsite.dps.texas.gov>. 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 #: _____

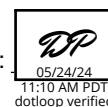


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(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR 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'S RESIDENTIAL PROPERTY DISCLOSURE ADDENDUM

Property: 13710 Brighton Park Dr, Houston, TX 77044-4434, Harris County

Buyer is advised and understands that Seller acquired the property through:

- a foreclosure auction or a bank-owned, HOA, probate, bankruptcy, tax sale or similar proceeding where Seller received limited or no property disclosures from the prior owner; or
- a multiple listing service (MLS), off-MLS/pocket listing, an unrepresented seller, or assignment transaction, where Seller may have received property disclosures from the prior owner;

Buyer is advised that the manner in which Seller acquired the property affects the disclosures that Seller received (if Seller received any disclosures at all) from the previous owner at the time of acquisition. Buyer is further advised that Seller's disclosures are limited due to the fact that Seller has never resided in the property. Seller's disclosures may be based primarily upon a limited visual inspection of the property. Seller has made no inspection of inaccessible areas or mechanical systems except as expressly stated in Seller's disclosures. Seller has little to no knowledge of the property other than what may have been disclosed to Seller in any inspection reports obtained by or on behalf of Seller, Seller's representatives, brokers or agents, or that Seller may have received otherwise.

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.

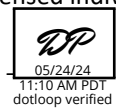
Buyer further acknowledges that Seller, its brokers and agents, attorneys, and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guarantees, implied or express, oral or written, with respect to the following:

- A) The physical condition or any other aspect of the property including the structural integrity or the quality or character of materials used in construction of any improvements (i.e., drywall, asbestos, lead paint, urea formaldehyde, foam insulation), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks and intrusion, water damage, mold, or any other matter affecting the stability, integrity, or condition of the property or improvements;
- B) The conformity of the property, or the improvements, to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure; and
- C) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exists or which may hereafter exist and which, if known to the Buyer, would cause the Buyer to refuse to purchase the property.

Buyer further acknowledges and agrees that Seller has not confirmed with certainty the existence of any public sewer connection, septic system, public water connection, or well on the subject property and any disclosure regarding the same is NOT guaranteed. Buyers are advised that work, remodeling, repairs, treatment, or construction performed at the property may have been performed without permits by unlicensed individuals.

(Buyer Initial _____) (Buyer Initial _____) (Buyer Initial _____)

Seller Initial DP



Continued - SELLER'S RESIDENTIAL PROPERTY DISCLOSURE ADDENDUM

Seller is unable to confirm whether the property is in full compliance with all applicable building and safety codes in this city, county, and state. Seller makes no warranty or guarantee regarding the quality, safety, and fitness of any work, remodeling, repairs, treatment, or construction performed at the property.

Buyer further acknowledges and agrees that all information regarding the property that is provided through marketing tools such as advertisements, brochures, flyers, social media, MLS data, websites, and any other information provided is deemed to be reliable, but is NOT guaranteed. Buyer acknowledges that the square footage of the property and lot have not been measured and confirmed by Seller, its brokers and agents, attorneys, and representatives. Such information is based upon third-party sources and is therefore deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon information contained in any such marketing tools and that such tools are not representations or warranties of Seller or any of its brokers, agents, attorneys, or representatives.

Seller has owned the property for a short time and may not be aware if it is in an homeowners association (HOA) community or whether the property is presently subject to HOA assessments, violations, and penalties. Buyer acknowledges and agrees that Buyer is solely responsible to investigate and satisfy themselves regarding any and all HOA jurisdiction, rules, covenants, and conditions.

Water Damage: Seller has not determined with certainty whether any prior water leaks, water intrusion, flooding, or water damage existed at the property prior to Seller's acquisition. As such, Buyer is hereby advised that such conditions may have existed at the property at some point.

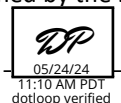
Land/Foundation: Seller has not determined with certainty whether the property is located on unstable or expansive soil or whether any foundation sliding, settling, cracking, movement, upheaval, or earth stability problems have occurred on the property. As such, Buyer is hereby advised that such conditions may currently exist or may have existed at the property. Buyer is solely responsible for retaining a qualified, licensed professional to inspect and test the property for any land settlement and foundation issues.

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, its brokers and agents, attorneys, and representatives 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 brokers and agents 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.

Buyers acknowledge and agree that it is the Buyer's duty and obligation to perform all necessary research and inspections of the property through a qualified, licensed property inspection company in order to assess the condition of the property that Buyer is purchasing. All research and inspection reports obtained by the Buyer shall

(Buyer Initial _____) (Buyer Initial _____) (Buyer Initial _____)

Seller Initial



be provided to Seller prior to close of escrow and are hereby deemed included and made a part of Seller's disclosures to Buyer. Buyer acknowledges and agrees that Seller's disclosures along with this addendum, and all inspection reports obtained by Buyer, if any, appear to accurately represent this property at this time.

Buyer represents, agrees, and warrants to Seller that by Buyer's proceeding with closing of escrow and by recording of the deed, (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 themselves 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 property.

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE PURCHASE AGREEMENT FOR THE PROPERTY, AS NEGOTIATED BY THE PARTIES, BUYER HEREBY ACKNOWLEDGES AND HAS AGREED TO ACCEPT THE PROPERTY AT THE TIME OF CLOSING IN ITS "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS AND LIMITATIONS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT.

Buyer Signature

Date

<i>Darin Puhl. Authorized Agent</i>	dotloop verified
	05/24/24 11:10 AM PDT AAPV-SUMS-BZRM-6AAK

Seller Signature

Date

Buyer Signature

Date