



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 5323 Timber Shade Drive Kingwood, Texas 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			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:			x
-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>2</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			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <u>2</u>
Other Heat			x	if yes, describe: <u> </u>
Oven		x		number of ovens: <u> </u> <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: <u> </u>
Fireplace & Chimney	x			<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock other: <u> </u>
Carport		x		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	x			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage Door Openers	x			number of units: <u>1</u> number of remotes: <u> </u>
Satellite Dish & Controls			x	<input type="checkbox"/> owned <input type="checkbox"/> leased from: <u> </u>
Security System			x	<input type="checkbox"/> owned <input type="checkbox"/> leased from: <u> </u>

(TXR-1406) 07-10-23

Initialed by: Buyer: , and Seller:



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Solar Panels		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Water Heater	<input checked="" type="checkbox"/>			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener			<input checked="" type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Other Leased Items(s)			<input checked="" type="checkbox"/>	if yes, describe: _____
Underground Lawn Sprinkler			<input checked="" type="checkbox"/>	<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered <u>unknown (sold as is)</u>
Septic / On-Site Sewer Facility			<input checked="" 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: _____ (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		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

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

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

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

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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): _____
Foundation repairs were completed in October 2023

According to the previous listing's Sellers Disclosure, 6 inches of water on floor during the release of Lake Conroe into Lake Houston during Hurricane Harvey back in 2017. It is important to clarify, we the sellers did not remodel this property

*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): _____
According to the previous listing's Sellers Disclosure, 6 inches of water on floor during the release of Lake Conroe into Lake Houston during Hurricane Harvey back in 2017. It is important to clarify, we the sellers did not remodel this property due to that event.

***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: Fosters Mill Village Community Association
Manager's name: _____ Phone: _____
Fees or assessments are: \$ \$550 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.

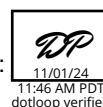
Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

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.



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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
10/10/2023	Foundation	Champions Engineering	2

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.



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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.



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 #: _____

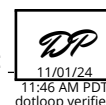


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(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR 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: 5323 Timber Shade Drive Kingwood, Texas 77345

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. Seller has never resided in the property and as such, 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 limited 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 agents or representatives, or that Seller may have received otherwise.

Buyer understands and acknowledges that any information provided by or on 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. Seller, Seller's agents and representatives have not made any independent investigations or verifications of such information and make no representation or warranty as to the accuracy or completeness of such information.

Buyer further acknowledges that Seller, its agents 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 physical condition of the property, including the property's habitability, conformity to land use, or safety and building code requirements in this city, county and state.

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 any work, remodeling, repairs, treatment, or construction performed at the property may have been performed without permits by unlicensed individuals.

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, MLS data and any other information provided are 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 or its agents 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 agents or representatives.

Seller has owned the property for a short time and may not be aware if it is in a 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.

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

(Seller Initial DP
11/01/24
11:46 AM PDT
dotloop verified) C.Nelson_6.28.24

Continued - SELLER'S RESIDENTIAL PROPERTY DISCLOSURE ADDENDUM

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.

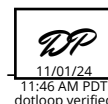
Mold: Some types of mold may cause health problems for certain individuals. Not all molds are detectable by a visual inspection. It is also possible that the property could have a hidden mold problem that the Seller, its agents and representatives are not aware of. Seller advises and recommends retaining the services of an environmental expert to conduct tests, either separately or as an add-on to their whole house inspection. Normally, these tests 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. 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. Buyer is fully aware that it is Buyer's sole responsibility to hold thorough 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 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.

(Buyer Initial_____) (Buyer Initial_____) (Buyer Initial_____)

(Seller Initial_____)



C.Nelson_6.28.24

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

Buyer Signature

Date

*Darin S. Puhl Authorized agent for Breckenridge
Property Fund 2016, LLC*


dotloop verified
11/01/24 11:46 AM
PDT
NJY-TRTD-FIWW-UFKB

Seller Signature

Date

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

(Seller Initial _____)


11/01/24
11:46 AM PDT
dotloop verified

C.Nelson_6.28.24