



## 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.**

1515 Panorama View Ln 770891449

CONCERNING THE PROPERTY AT

Houston,

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? 2014 to present (approximate date) or    never occupied the Property

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

| Item                       | Y | N | U |
|----------------------------|---|---|---|
| Cable TV Wiring            | / |   |   |
| Carbon Monoxide Det.       |   | / |   |
| Ceiling Fans               | / |   |   |
| Cooktop                    | / |   |   |
| Dishwasher                 | / |   |   |
| Disposal                   | / |   |   |
| Emergency Escape Ladder(s) |   | / |   |
| Exhaust Fans               | / |   |   |
| Fences                     | / |   |   |
| Fire Detection Equip.      |   | / |   |
| French Drain               | / |   |   |
| Gas Fixtures               |   | / |   |
| Liquid Propane Gas:        |   | / |   |
| -LP Community (Captive)    |   | / |   |
| -LP on Property            |   | / |   |

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

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

| Item                      | Y | N | U | Additional Information                                                            |
|---------------------------|---|---|---|-----------------------------------------------------------------------------------|
| Central A/C               | / |   |   | <u>  </u> electric <u>  </u> gas number of units: <u>  2  </u>                    |
| Evaporative Coolers       |   | / |   | number of units: <u>  </u>                                                        |
| Wall/Window AC Units      |   | / |   | number of units: <u>  </u>                                                        |
| Attic Fan(s)              |   | / |   | if yes, describe: <u>  </u>                                                       |
| Central Heat              | / |   |   | <u>  </u> electric <u>  </u> gas number of units: <u>  2  </u>                    |
| Other Heat                |   | / |   | if yes, describe: <u>  </u>                                                       |
| Oven                      | / |   |   | number of ovens: <u>  1  </u> / electric <u>  </u> gas <u>  </u> other: <u>  </u> |
| Fireplace & Chimney       | / |   |   | <u>  </u> wood <u>  </u> gas logs <u>  </u> mock <u>  </u> other: <u>  </u>       |
| Carport                   | / |   |   | attached <u>  </u> not attached                                                   |
| Garage                    | / |   |   | <u>  2  </u> attached <u>  </u> not attached                                      |
| Garage Door Openers       | / |   |   | number of units: <u>  1  </u> number of remotes: <u>  1  </u>                     |
| Satellite Dish & Controls |   | / |   | owned <u>  </u> leased from: <u>  </u>                                            |
| Security System           | / |   |   | owned <u>  </u> leased from: <u>  </u>                                            |

(TXR-1406) 07-10-23

Initialed by: Buyer:    ,    and Seller:    ,   

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Concerning the Property at \_\_\_\_\_

|                                 |                                     |                                     |                                                                    |                                         |                                        |
|---------------------------------|-------------------------------------|-------------------------------------|--------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| Solar Panels                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | owned                                                              | leased from:                            |                                        |
| Water Heater                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | electric                                                           | <input checked="" type="checkbox"/> gas | other: _____ number of units: <u>2</u> |
| Water Softener                  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | owned                                                              | leased from:                            |                                        |
| Other Leased Items(s)           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | if yes, describe: _____                                            |                                         |                                        |
| Underground Lawn Sprinkler      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> automatic                      | <input type="checkbox"/> manual         | areas covered _____                    |
| Septic / On-Site Sewer Facility | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | if yes, attach Information About On-Site Sewer Facility (TXR-1407) |                                         |                                        |

Water supply provided by: \_\_\_ city \_\_\_ well 1 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: Composition Age: 11 yrs (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"/> |

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: Kris Ogrady

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Concerning the Property at \_\_\_\_\_

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

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

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☒ ☐ Present flood insurance coverage.
- ☒ ☐ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ ☐ Previous flooding due to a natural flood event.
- ☒ ☐ Previous water penetration into a structure on the Property due to a natural flood.
- ☒ ☐ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☒ ☐ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ ☐ Located ☐ wholly ☐ partly in a floodway.
- ☒ ☐ Located ☐ wholly ☐ partly in a flood pool.
- ☒ ☐ Located ☐ wholly ☐ partly in a reservoir.

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).**

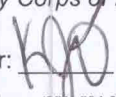
For purposes of this notice:

"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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Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: , \_\_\_\_\_

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Concerning the Property at Houston,

"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: Crest Mt

Manager's name: \_\_\_\_\_ Phone: 281-945-4673

Fees or assessments are: \$ 700.00 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.

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Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: KOB

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Concerning the Property at \_\_\_\_\_

\_\_\_ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

\_\_\_ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?** \_\_\_ yes \_\_\_ no If yes, attach copies and complete the following:

| Inspection Date | Type | Name of Inspector | No. of Pages |
|-----------------|------|-------------------|--------------|
|                 |      |                   |              |
|                 |      |                   |              |
|                 |      |                   |              |
|                 |      |                   |              |

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.*

*A buyer should obtain inspections from inspectors chosen by the buyer.*

**Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

☒ Homestead                      \_\_\_ Senior Citizen                      \_\_\_ Disabled  
 \_\_\_ Wildlife Management                      \_\_\_ Agricultural                      \_\_\_ Disabled Veteran  
 \_\_\_ Other: \_\_\_\_\_                      \_\_\_ Unknown

**Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?** \_\_\_ yes \_\_\_ no

**Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?** \_\_\_ yes \_\_\_ no If yes, explain: \_\_\_\_\_

**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 \_\_\_\_\_

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: Reliant  
Sewer: Pearland  
Water: Pearland water company  
Cable: Xfinity  
Trash: City (Pearland)  
Natural Gas: Center point  
Phone Company: v/a  
Propane: v/a  
Internet: Xfinity

phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: 281-652-1603  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_

Concerning the Property at \_\_\_\_\_  
Houston, \_\_\_\_\_

(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: _____      |            |

**Affiliated Business Arrangement Disclosure Statement**  
**NOTICE**

To: Kristi OGrady  
From: CB APEX REALTORS, LLC, doing business as Coldwell Banker Apex, Realtors  
Property: 1515 Panorama Date: 10-28-25

This is to give you notice that CB APEX REALTORS, LLC, doing business as Coldwell Banker Apex, Realtors ("CB Apex"), has a business relationship with Lenders Choice Credit Solutions LLC ("Lender's Choice") which is a credit repair company. The relationship is that the owners of CB Apex together own 50% of Lender's Choice. Because of this relationship, this referral may provide CB Apex and its owners a financial or other benefit.

CB Apex also has a business relationship with CBAXPM LLC ("APEX Property Management"), which is a property management company. The relationship is that the owners of CB Apex own 50% of APEX Property Management. Because of this relationship, this referral may provide CB Apex and its owners a financial or other benefit.

CB Apex also has a business relationship with Power On Utilities Concierge LLC ("Power On Utilities Concierge"), which is a utilities connection start up service provider. The relationship is that the owners of CB Apex own 67% of Power On Utilities Concierge. Because of this relationship, this referral may provide CB Apex and its owners a financial or other benefit.

CB Apex also has a business relationship with Platinum Eagle Insurance Agency, LLC ("Platinum Eagle Insurance Agency"), which is an insurance company. The relationship is that the owners of CB Apex own 67% of Platinum Eagle Insurance Co. Because of this relationship, this referral may provide CB Apex and its owners a financial or other benefit.

CB Apex also has a business relationship with American Home Shield, which offers home warranty. Because of this relationship, this referral may provide CB Apex and its owners and Realtors a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for settlement of your loan on or the lease, purchase, sale or refinance of the subject property.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.**

Settlement Provider of Service:

**Lender's Choice:**

Charge or Range of Charges:

Initial Audit Charge: \$150 - \$299

Deletion Charges: \$50 - \$100 per Account per Credit Bureau

Attorney Hourly Rate: As Client Requested Only, \$299 per Hour

**APEX Property Management:**

Management Fee: 8-10% of Monthly Rent Per Property Plus Options

**Power On Utilities Concierge:**

Start Up: Varies; Commission Paid Directly By Service Providers

**Platinum Eagle Insurance Agency, LLC:**

Homeowner's Insurance: 5 - 20% Of Annual Premium

**American Home Shield:**

Home Warranty: \$425 - \$1,485 Plus Options

**ACKNOWLEDGMENT**

I/We have read this disclosure form, and understand that CB Apex, is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

Signature

Date

Signature

Date



## 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 Real Estate Commission. 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 obtain a list of the residential service companies licensed in Texas at <http://www.trec.texas.gov>. **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.**

- |                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Other Broker/Sale Agent will receive no compensation from a residential service company.                                                                           | <input type="checkbox"/> Listing Broker/Sales Agent will receive no compensation from a residential service company.                                                                                                                                                                                        |
| <input type="checkbox"/> Other Broker/Sales Agent receives compensation from the following residential service company:<br>_____<br>for providing the following services:<br>_____<br>_____ | <input checked="" type="checkbox"/> Listing Broker/Sales Agent receives compensation from the following residential service company:<br><u>Coldwell Banker Home Protection</u><br><u>Plan/AHS</u><br>for providing the following services:<br><u>for administration and data input</u><br><u>collection</u> |

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

The undersigned acknowledges receipt of this notice:

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Coldwell Banker Apex, REALTORS

Listing Broker's Name \_\_\_\_\_ 590914 License No. \_\_\_\_\_  
By: Rickey Bell 518321

[Signature]  
Seller

Seller \_\_\_\_\_

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms or contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. 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 (<http://www.trec.texas.gov>) RSC-2.



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

1515 Panorama View Ln 770891449Houston

(Street Address and City)

Crest Management281-945-4673

(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 \$ 500.00 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  
Seller **Kristine J OGrady**\_\_\_\_\_  
Buyer\_\_\_\_\_  
Seller

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