



SELLER'S DISCLOSURE NOTICE

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A seller must disclose known material information concerning the condition of the Property. 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 21803 Echo Bay Court, TX 77365

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	☐	☐	☒
Carbon Monoxide Det.	☐	☐	☒
Ceiling Fans	☐	☐	☒
Cooktop/Range/Stove	☐	☐	☒
Dishwasher	☐	☐	☒
Disposal	☐	☐	☒
Emergency Escape Ladder(s)	☐	☐	☒
Exhaust Fans	☐	☐	☒
Fences	☐	☐	☒
Fire Detection Equip.	☐	☐	☒
French Drain	☐	☐	☒
Gas Fixtures	☐	☐	☒
Liquid Propane (LP) 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: ☐ sump ☐ grinder	☐	☐	☒
Rain Gutters	☐	☐	☒
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	☐	☐	☒	☐ electric ☐ gas number of units:
Evaporative Coolers	☐	☐	☒	number of units:
Wall/Window AC Units	☐	☐	☒	number of units:
Attic Fan(s)	☐	☐	☒	if yes, describe:
Central Heat	☐	☐	☒	☐ electric ☐ gas number of units:
Other Heat	☐	☐	☒	if yes describe:
Oven	☐	☐	☒	number of ovens: ☐ electric ☐ gas ☐ other:
Fireplace & Chimney	☐	☐	☒	☐ wood ☐ gas logs ☐ mock ☐ other:
Carport	☐	☐	☒	☐ attached ☐ not attached
Garage	☐	☐	☒	☐ attached ☐ not attached
Garage Door Openers	☐	☐	☒	number of units: number of remotes:
Satellite Dish & Controls	☐	☐	☒	☐ owned ☐ leased from:
Security System	☐	☐	☒	☐ owned ☐ leased from:

(TXR-1406) 06-15-26

Initialed by: Buyer:

and Seller:


07/07/26
1:25 PM CST

Page 1 of 7

Concerning the Property at 21803 Echo Bay Court, TX 77365

Item	Y	N	U	Additional Information
Solar Panels	☐	☒	☐	☐ owned ☐ leased from:
Water Heater	☐	☐	☒	☐ electric ☐ gas ☐ other: number of units:
Water Softener	☐	☐	☒	☐ owned ☐ leased from:
Other Leased Item(s)	☐	☐	☒	if yes, describe:
Underground Lawn Sprinkler	☐	☐	☒	☐ automatic ☐ manual areas covered:
Septic / On-Site Sewer Facility	☐	☐	☒	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: 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	Item	Y	N	Item	Y	N
Basement	☐	☒	Floors	☐	☒	Sidewalks	☐	☒
Ceilings	☐	☒	Foundation / Slab(s)	☐	☒	Walls / Fences	☐	☒
Doors	☐	☒	Interior Walls	☐	☒	Windows	☐	☒
Driveways	☐	☒	Lighting Fixtures	☐	☒	Other Structural Components	☐	☒
Electrical Systems	☐	☒	Plumbing Systems	☐	☒		☐	☐
Exterior Walls	☐	☒	Roof	☐	☒		☐	☐

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	Condition	Y	N
Aluminum Wiring	☐	☒	Radon Gas	☐	☒
Asbestos Components	☐	☒	Settling	☐	☒
Diseased Trees: ☐ oak wilt ☐ other:	☐	☒	Soil Movement	☐	☒
Endangered Species/Habitat on Property	☐	☒	Unplatted Easements	☐	☒
Fault Lines	☐	☒	Unrecorded Easements	☐	☒
Hazardous or Toxic Waste	☐	☒	Urea-formaldehyde Insulation	☐	☒
Improper Drainage	☐	☒	Water Damage Not Due to a Flood Event	☐	☒
Intermittent or Weather Springs	☐	☒	Wetlands on Property	☐	☒
Landfill	☐	☒	Wood Rot	☐	☒
Lead-Based Paint or Lead-Based Paint Hazards	☐	☒	Active infestation of termites or other wood destroying insects (WDI)	☐	☒
Encroachments onto the Property	☐	☒	Previous treatment for termites or WDI	☐	☒
Improvements encroaching on others' property	☐	☒	Previous termite or WDI damage repaired	☐	☒
Located in Historic District	☐	☒	Termite or WDI damage needing repair	☐	☒

(TXR-1406) 06-15-26

Initialed by: Buyer: and Seller:

Page 2 of 7

Concerning the Property at 21803 Echo Bay Court, TX 77365

Condition	Y	N
Historic Property Designation	☐	☒
Previous Foundation Repairs	☐	☒
Previous Roof Repairs or Replacement	☐	☒
Previous Other Structural Repairs	☐	☐
Previous Use of Premises for Manufacture of Methamphetamine	☐	☒
A private road on or adjoining the Property that a buyer will be financially responsible for maintaining	☐	☒
Alkali-Silica Reaction (ASR) or "Concrete Cancer"	☐	☒

Condition	Y	N
Previous Fires	☐	☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*	☐	☒
Subsurface Structure or Pits	☐	☒
Underground Storage Tanks**	☐	☒
Aboveground Storage Tanks**	☐	☒
Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**	☐	☒
Conservation Easements***	☐	☒

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

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

**If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements pertaining to storage tanks.

***"Conservation easement" means an easement (permanent or for a period of years) on the property that restricts the use of all or a part of the property to protect natural resources, wildlife habitat, open space, or historical sites.

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

Section 5. Insurance. (Indicate Yes (Y) or No (N))	Y	N
The Property is presently covered by insurance.	☒	☐
The Property is presently covered by flood insurance.*	☐	☐
The Property is presently covered by windstorm insurance.	☐	☐
You (Seller) have been unable to insure the Property for any reason.	☐	☐

*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).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Have you (Seller) ever filed a claim for any damage to the Property with any insurance provider? (This includes, but is not limited to, claims filed with the National Flood Insurance Program (NFIP))? ☐ yes ☒ no If yes, explain: _____

Section 7. 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 8. 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

- ☐ ☒ 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.

"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 9. 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): _____


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Section 10. 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.
- ☐ ☒ 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.
- ☐ ☒ 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 above items in Section 10 is yes, explain (attach additional sheets if necessary): _____

- ☒ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: CCMC / 480-921-8500
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$1584 per _____ and are: ☐ mandatory ☐ voluntary
 Any unpaid fees or assessments for the Property? ☐ yes (\$ _____) ☐ no
 If the Property is in more than one association, provide information about the other associations 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: _____

Section 11. Within the last 4 years, have you (Seller) received any written inspection reports or evaluations of the Property prepared by persons who regularly provide such inspections or evaluations and who are licensed, certified, or otherwise legally authorized to perform them, including but not limited to general home, roof, HVAC, plumbing, electrical, structural/foundation, pool/spa, mold, termite or other wood-destroying insect, environmental, or other specialized inspections? ☐ yes ☒ no If yes, attach copies of any such reports and indicate the number of reports attached: _____

Note: A buyer should not rely on prior reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Notice to Seller: Under Texas law, you are required to disclose all known material facts, defects, needed repairs, and adverse conditions affecting the Property. Failure to disclose known material information about the Property may result in legal liability.

Section 12. 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 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.

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 Sellers to provide inaccurate information or to omit any material information.

Jorge Berrueta Videgaray
Signature of Seller Date

dotloop verified
07/07/26 1:25 PM CST
GX97-IEZI-783Z-KHGZ

Signature of Seller Date

Printed Name: Jorge Berrueta Videgaray

Printed Name: WRBEVI CAPITAL, LLC

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.

(TXR-1406) 06-15-26

Initialed by: Buyer: ,

Page 6 of 7

Concerning the Property at 21803 Echo Bay Court, TX 77365

- (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 #: _____ |
| Security System: _____ | phone #: _____ |
- (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: _____

NOTICE TO PURCHASER OF SPECIAL TAXING DISTRICT

The real property that you are about to purchase is located in Montgomery County Municipal Utility District No. 140 ("District") and may be subject to district taxes. The district may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. The current tax rate levied by the District on property within the District is \$1.25 per \$100 of assessed value.

Bonds payable in whole or in part from taxes of the District have been authorized by the voters: (1) for the purposes; (2) in the amounts; and (3) have been sold to date in the amounts; all as shown below:

<u>Authorized Purpose</u>	<u>Total Amount Authorized</u>	<u>Amount Issued to Date</u>
Water, Sewer, and Drainage Facilities	\$121,500,000	\$13,865,000
Refunding	\$12,150,000	\$0
Road Facilities	\$85,900,000	\$11,500,000
Refunding	\$8,590,000	\$0
Recreational Facilities	\$26,600,000	\$0
Refunding	\$2,660,000	\$0

[Note: The above amounts exclude any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity.]

The District has been authorized by its voters to impose a contract tax for the purpose of making certain contract payments to Montgomery County Municipal Utility District No. 186 ("Master District") to be used to pay the District's pro-rata share of debt service obligations on bonds issued by the Master District for the provision of certain regional public infrastructure serving the District. The District may impose an unlimited rate of tax in payment of such contract obligations.

The District is located in whole or in part in the extraterritorial jurisdiction of Conroe ("City"). Texas law governs the ability of a municipality to annex property in the municipality's extraterritorial jurisdiction and whether a district that is annexed by the municipality is dissolved. The District has entered into a Strategic Partnership Agreement with the City which is available for inspection at the District's offices. This agreement may address the timeframe, process, and procedures for the municipal annexation of the area of the district located in the municipality's extraterritorial jurisdiction.

The purpose of this District is to provide water, sewer, drainage, flood control, roads, and parks and recreation facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property.

07/07/2026

(Date)

SELLER:

Jorge Berrueta Videgaray

dotloop verified
07/07/26 12:47 PM CST
0E6K-PNVF-NY8E-DNQ8

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM. THE INFORMATION CONTAINED IN THIS NOTICE WAS COMPILED BY THE DISTRICT ON AUGUST 20, 2024. THE DISTRICT'S PHONE NUMBER IS 281-500-6050.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

Note: This form is required by law to be recorded in certain circumstances at closing. In which case it may need to be notarized. Please consult your attorney or broker.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

05-04-2026



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

21803 Echo Bay Court, TX 77365

(Street Address and City)

(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 the Subdivision Information at Buyer's expense. Buyer is deemed to receive the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. 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.
- ☐ 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 \$ALL PAID BY BUYERS 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. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.

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

Jorge Berrueta Videgaray
Seller

dotloop verified
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Buyer

Seller



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