

DISCLOSURE NOTICE

NOTICE TO HOMEBUYERS IN MARVIDA FROM CYPRESS 856, LTD, A TEXAS LIMITED PARTNERSHIP.

THE PURPOSE OF THIS NOTICE IS TO INFORM HOMEBUYERS IN SECTION 18 OF CERTAIN MATTERS, WHICH MAY AFFECT THE HOME THEY ARE PURCHASING AND THE NEIGHBORHOOD IN, WHICH IT IS LOCATED. CYPRESS 856, LTD. THE DEVELOPER ("DEVELOPER"), ASKS THAT YOU READ THE FOLLOWING INFORMATION AND SIGN BELOW PRIOR TO THE PURCHASE OR RENTAL OF YOUR HOME.

1. Developer is not involved in the construction of your home, and makes no representations or warranties regarding your home or the character, quality, reputation, or financial condition of the builder of your home. You assume all responsibility for investigating and determining the character, quality, reputation, and financial condition of the builder of your home.
2. Plans for your home have been or will be reviewed and approved by Developer and its representatives. Such representatives may inspect your home during construction for compliance with the reviewed plans. However, such plan approvals and inspections are solely for the benefit of Developer and may not be relied upon by you with respect to conformity with laws, regulations, codes, or ordinances, the physical condition (including drainage characteristics) of your home or the lot on which your home is located, or the integrity of any structures built on the lot.
3. Developer wants you to be aware that the area in which you are purchasing a home may include certain existing and proposed uses that may or may not affect your home buying decision. These uses may include, but are not limited to, roads, parks, playgrounds, existing or proposed drill sites/production facilities, overhead transmission lines, telecommunication towers, oil and gas pipelines, water treatment plants, sewerage treatment plants, and lift stations which may produce noise, odor, light, or other conditions that may impact the property you are proposing to purchase/rent. Certain, but not all, of these facilities, such as drill sites, may be identified on recorded plats for the MARVIDA community. You should identify the location of any of these facilities relative to the lot you are purchasing/renting including reviewing existing or proposed plats that include your lot.
4. You may have been given maps, plans, or plats describing future residential and/or commercial development within the community or of additional property. The matters depicted on such maps, plans, or plats are proposed only and are subject to change by Developer at any time and from time-to-time in its sole discretion without further notice. You should not rely on any oral or written representations of your builder or any sales representative or broker with respect to the future development of any property. Such

persons are not agents or authorized representatives of Developer and have no authority to represent Developer.

5. Developer anticipates providing certain recreational facilities, however, the scope, extent, location, availability, and timing of construction of such facilities is dependent upon a number of factors, including without limitation, the pace of the sale of lots and construction of dwelling units. Developer makes no warranty or representation regarding the construction or availability of any such facilities, nor has Developer authorized any other party, including but not limited to your builder or its representatives, to make such representation or warranty.
6. Developer does not finance or construct public schools but works with the local school districts through the planning process to propose school sites to be located in MARVIDA. The applicable school district is solely responsible for the location and funding of any schools. There is no guarantee that children residing in the community will be assigned to schools in MARVIDA.
7. Developer has caused Certificate of Formation (the "Certificate") to be filed creating the S-G II OWNERS ASSOCIATION, INC. The Certificate, the Bylaws of S-G II OWNERS ASSOCIATION, INC., the Declaration of Covenants Conditions and Restrictions are collectively referred to as the "Governing Documents."
8. It is anticipated that, from time-to-time, the S-G II OWNERS ASSOCIATION, INC will incur certain costs related to the recreation, health, safety, and welfare of the owners in MARVIDA all of which may be payable from assessments (discussed below). Developer may from time-to-time, in its discretion, subsidize such costs and operating deficits through either contributions or loans to the S-G II OWNERS ASSOCIATION, INC but is not obligated to do so. Such Loans may be secured by assessments or other property of the Association. If Developer elects to snake any such subsidies, it does not represent or guarantee the amount of such subsidies or how long they may continue. The decision to make or discontinue subsidies could affect the amount of assessments homeowners may pay.
9. Each Owner upon acquisition of record title to a lot, other than Developer, a Declarant or a Builder, will be obligated to pay a fee to the Association in an amount equal to fifty percent (50%) of the Annual Assessment for that year for the purpose of capitalizing the Association's Operating Fund. The fifty percent (50%) is based solely on the Annual Assessment and does not apply to any other assessment, fee or charges established in this Declaration, including, but not limited to, the Gated Section Assessments, Adopt a School Assessments, Transfer Fees and the Bulk Services Assessment. This amount shall be known as the Operating Fund Capitalization Fee, The Operating Fund Capitalization Fee shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of the Annual Assessment. The Operating Fund Capitalization Fee shall initially be used by the Association to defray its initial operating costs and other expenses and later to ensure the Association has adequate funds to meet its expenses and

otherwise, including contributions to the Association's reserve fund all as the Board of Directors in its sole discretion shall determine.

10. Upon the transfer of ownership of any lot by a Builder, the lot shall be subject to an Assessment of a Reserve Fund Capitalization Fee in the amount provided herein, which fee shall be an Assessment for all purposes under this Declaration. Such fee shall be in an amount equal to one-quarter of the amount of the Annual Assessment for such lot shall be due and payable upon the date of such transfer, and shall be deposited in the Reserve Fund of the Association. Such fee is in addition to the Annual Assessment assessed against each lot. Notwithstanding the foregoing, no such fee shall be chargeable upon any transfer of any lot from either/or Developer, a Declarant to a Builder.

PURCHASER/TENANT ACKNOWLEDGES AND UNDERSTANDS THAT CLAY RESIDENTIAL — MARVIDA SFD, LP IS NOT AFFILIATED THE DEVELOPER OF THE SUBDIVISION, OR ANY OF ITS AFFILIATES. PURCHASER/TENANT FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IN ENTERING INTO THIS CONTRACT AND/OR RENTAL AGREEMENT, PURCHASER/TENANT IS RELYING ON PURCHASER'S/TENANT'S OWN INVESTIGATION AND JUDGMENT OF CLAY RESIDENTIAL — MARVIDA SFD, LP'S CONSTRUCTION AND FINANCIAL CAPABILITIES AND THAT DEVELOPER AND ITS AFFILIATES DO NOT WARRANT OR GUARANTEE SUCH CAPABILITIES, NOR DO THEY WARRANT OR GUARANTEE THE DESIGN, ENGINEERING, CONSTRUCTION, USE, BENEFITS OR VALUE OF PURCHASER'S/TENANT'S PROPERTY OR THE PERFORMANCE OF ANY OBLIGATION OF CLAY RESIDENTIAL — MARVIDA SFD, LP TO PURCHASER/TENANT PURSUANT TO THIS CONTRACT OR OTHERWISE.

THE ABOVE DESCRIPTION OF THE PROVISIONS OF THE GOVERNING DOCUMENTS IS NOT INTENDED TO BE EXHAUSTIVE. THE GOVERNING DOCUMENTS SHOULD BE REVIEWED FOR A MORE COMPLETE STATEMENT OF THE PROVISIONS SUMMARIZED ABOVE AND FOR ADDITIONAL PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS NOTICE AND THE GOVERNING DOCUMENTS, THE GOVERNING DOCUMENTS SHALL CONTROL. BY EXECUTING A COPY OF THIS NOTICE, YOU ACKNOWLEDGE RECEIPT OF COPIES OF THE GOVERNING DOCUMENTS.

BY EXECUTING THIS NOTICE, YOU REPRESENT THAT YOU HAVE FULLY READ AND UNDERSTAND THE MATTERS SET FORTH HEREIN AND THAT YOU ARE NOT RELYING UPON ANY REPRESENTATION, WARRANTY, OR STATEMENT BY DEVELOPER, YOUR BUILDER, ANY SALE REPRESENTATIVE, OR ANY OTHER PARTY WHICH DIFFERS FROM THE DISCLOSURES SET FORTH HEREIN.

The property being purchased by you in connection with this Notice is:

Lot **10**, Block **1** of **Marvida**, Section **18**, a subdivision in **Marvida**
County, Texas.

Date: **01/23/2026**

Homebuyer Name: Rudolph Pinder **01/23/2026**

Homebuyer Signature: Porscha Stubbs Pinder **01/23/2026**