TEXAS REALTORS
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 7718 Ramble Ridge, San Antonio, Texas 78266

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?☑ 2 years (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: **5**
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: **5**
Other Heat		✓		if yes describe:
Oven	✓			number of ovens: **2** ☐electric ☑gas ☐other:
Fireplace & Chimney	✓			☐wood ☑gas logs ☐mock ☐other:
Carport		✓		☐attached ☐not attached
Garage	✓			☑attached ☐not attached
Garage Door Openers	✓			number of units: **3** number of remotes: **3**
Satellite Dish & Controls		✓		☐owned ☐leased from
Security System	✓			☑owned ☐leased from

Prepared with Sellers Shield

Item	Y	N	U	Additional Information
Solar Panels		✓		□owned □leased from
Water Heater	✓			□electric ☑gas □other: number of units: 3
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: It is owned by a small public water company called 3009 Water Company

Was the Property built before 1978? □yes ☑no □unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Standing Seam Metal Roof Age: 3 (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		✓
Ceilings		✓
Doors		✓
Driveways		✓
Electrical Systems		✓
Exterior Walls		✓

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

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

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		✓
Asbestos Components		✓
Diseased Trees: □ oak wilt □		✓
Endangered Species/Habitat on Property		✓
Fault Lines		✓
Hazardous or Toxic Waste		✓
Improper Drainage		✓
Intermittent or Weather Springs		✓
Landfill		✓
Lead-Based Paint or Lead-Based Paint Hazards		✓
Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in Historic District		✓
Historic Property Designation		✓
Previous Foundation Repairs		✓

Condition	Y	N
Radon Gas		✓
Settling		✓
Soil Movement		✓
Unplatted Easements		✓
Unrecorded Easements		✓
Urea-formaldehyde Insulation		✓
Water Damage Not Due to a Flood Event		✓
Wetlands on Property		✓
Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Termite or WDI damage needing repair		✓
Previous Fires		✓
Single Blockable Main Drain in Pool/Hot		✓

				Tub/Spa*		
Previous Roof Repairs or Replacement		✓		Subsurface Structure or Pits		✓
Previous Other Structural Repairs		✓		Underground Storage Tanks**		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓		Aboveground Storage Tanks**		✓
A private road on or adjoining the Property that a buyer will be financially responsible for maintaining		✓		Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**		✓
Alkali-Silica Reaction (ASR) or "Concrete Cancer"		✓		Conservation Easements***		✓

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.
**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):

(Q1) There is a standard home owner's policy tied to the property
(Q3) Wind storm damage is included as part of the home owner's policy.

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):

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: The Neighborhood Co.
Manager's name: Cathy Rogers Phone: 830-264-2454
Fees or assessments are: $ 886 per Annual 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:
(Home Owner Association) The annual HOA fees are $886. They manage the entrance to the community as well as the park.

☑ ☐ Any common area (facilities such as pool, 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:
(Common Area) Community Park

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.

Erik Zamora 10-30-2026

Signature of Seller Date | Signature of Seller Date

Printed Name: Erik Zamora | 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:	CPS Energy	phone #:	(210) 353-2222
Sewer:	Septic	phone #:	
Water:	3009 Water Company	phone #:	(830) 312-7107
Cable:	N/A	phone #:	
Trash:	Republic Services	phone #:	(210) 304-2700
Natural Gas:	N/A	phone #:	
Phone Company:	N/A	phone #:	
Propane:	N/A	phone #:	
Internet:	GVTC	phone #:	(830) 885-4411
Security System:	Dominion Design & Integration	phone #:	(210) 404-9838

(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:

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSON WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC, IS NOT AUTHORIZED

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CONCERNING THE PROPERTY AT 7718 Ramble Ridge, San Antonio, Texas 78266

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

(1) Type of Treatment System: ☑Septic Tank ☑Aerobic Treatment ☐Unknown

☐ _____

(2) Type of Distribution System: _____ ☑Unknown

(3) Approximate Location of Drain Field or Distribution System: ☐Unknown

Back Yard along the northern side of the property

(4) Installer: Paul Swoyer Septic ☐Unknown

(5) Approximate Age: 3 ☐Unknown

B. MAINTENANCE INFORMATION:

(1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐Yes ☑No

If yes, name of maintenance contractor: _____

Phone: _____ contract expiration date: _____

(Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)

(2) Approximate date any tanks last pumped? 9/18/26

(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐Yes ☑No

If yes, explain: _____

_____

(4) Does Seller have manufacturer or warranty information available for review? ☐Yes ☑No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

(1) The following items concerning the on-site sewer facility are attached:

☑planning materials ☑permit for original installation ☐final inspection when OSSF was installed

☐maintenance contract ☐manufacturer information ☐warranty information

☐ _____

(2) "Planning materials" are the supporting material that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to instal the on-site sewer facility.

(3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) rules in 30 TAC 285.91(3) on 09/05/2025. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

Facility	Usage (gal/day) without water-saving devices	Usage (gal/day) with water-saving devices
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling 6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by and inspector of Buyer's choice.

Erik Zamora *10-30-2026*

Signature of Seller Date

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

NOTICE TO PROSPECTIVE REAL ESTATE BUYERS

A) Brokers. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. Buyer may work with the broker Kuper Sotheby's International Realty or with one of the broker's agents ("Broker/Agent"). Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TAR 2501 or TREC IABS1-0) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. An agent is obligated to *negotiate* the transaction and may assist a seller or buyer in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspection and therefore do not make any representation, warranties, or guaranties about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

B) Fair Housing. Broker/Agent is required to make properties available without regard to race, color, religion, national origin, marital status, sex, disability, familial status or ancestry.

C) Qualifying. Broker/Agent recommends that the buyer meet with a lender as soon as possible to be pre-qualified and determine the type of financing that is most appropriate for the buyer's purchase.

D) Representations. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (brokers, agents, appraisers, other real estate professionals, and appraisal districts) have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as county appraisal districts, appraisers, and/or builders. The buyer is advised to verify the information contained in any MLS printouts or other marketing materials, particularly if that information is used to establish the value the buyer is placing on the property. No local Board of Realtor and their MLS systems, nor the Broker/Agent, can verify the accuracy of all information. Human error and/or omissions could occur when compiling the extensive information utilized in marketing a property. In addition, square footage from any county appraisal district generally is used for the purpose of tax valuation and should be verified because it is not always accurate. If the buyer is basing an offer on square footage, measurements, and/or boundaries of a particular property from any source, the buyer is advised to have the property professionally measured to verify such measurements. Taxes quoted or listed in MLS or marketing materials should also be checked to confirm current amounts.

E) Annexation. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

F) Appraisal. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

G) Survey, Title Policy/Commitment. A survey may identify the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. Broker/Agent advises buyers to obtain a current survey prepared by a licensed surveyor that is acceptable to the buyer, title company, and lender early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The buyer's contract typically contains a provision under which the buyer may obtain or be provided with a survey and the right to object to encumbrances and other potential issues disclosed in the survey. The buyer should obtain a title insurance policy. Upon receipt of a title commitment, the buyer is advised to carefully review the title commitment and/or consult with an attorney or title company if the buyer has any concerns or questions. Broker/Agent is not qualified to interpret title commitments and/or surveys and therefore does not provide any advice related to such documents and cannot be responsible for the information contained therein. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) requires an expert to review the chain of title to the property. Often mineral interests may have been severed from the property and could be owned by persons other than the seller. Contract forms commonly used in Texas may provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information About Mineral Clauses in Contract Forms" (TAR 2509) which discusses this issue in more detail. Any buyer or seller concerned about whether minerals convey with a property should consult an attorney.

H) Prior Representation. Broker/Agent may have previously represented a party in a transaction regarding a property that Broker/Agent will show the buyer (a "Prior Representation"). Broker/Agent does not maintain a perpetual database of its Prior Representations. Broker/Agent periodically destroys its files which may contain information on Prior Representations, as well as closed, expired or terminated contracts, previous offers, listings, Seller's Disclosure Notices and/or inspection or engineering reports or other transaction information that may have involved the property. By the Buyer's signature below, the Buyer releases and agrees to hold Broker/Agent harmless from any obligation, express or implied, to determine the existence of a Prior Representation or to disclose any information to the Buyer or any other party that Broker/Agent may have obtained regarding a particular property as a result of a Prior Representation.

I) Sex Offenders. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. The Texas Department of Public Safety maintains a database that consumers may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

J) Seller's Disclosure Notice. The Seller's Disclosure Notice is completed by the seller and signed and dated as shown on the notice. A buyer is advised to conduct an independent investigation of the matters set forth in or absent from

the Seller's Disclosure Notice. Broker/Agent has no duty or obligation to investigate and/or ensure that a seller has completely and/or accurately filled out the Seller's Disclosure Notice. If changes occur to the property after the date of the Seller's Disclosure Notice, it is the obligation of the Seller to update the notice. Broker/Agent has relied on the Seller's Disclosure Notice as true and correct. Broker/Agent has no duty to investigate or inspect a property for defects, including but not limited to inquiring of neighbors about history or conditions that may adversely affect the property. A buyer is advised to request of seller any and all reports which may affect the property.

K) Property Inspection/Repairs. A buyer is advised to have a qualified inspector inspect the property to protect the buyer's interests. The buyer should accompany the inspectors during any inspections and ask the inspectors any questions the buyer may have relating to the inspection on the condition of the subject property. Broker/Agent do not possess any special skills, knowledge or expertise concerning inspection or repairs. Broker/Agent make no representation, warranty, covenant, or guarantee regarding any condition or matter regarding or affecting the property. At a buyer's request, Broker/Agent will provide a buyer with a list of inspectors and/or repairmen that it maintains strictly as a matter of convenience for its buyers. Broker/Agent provides this list merely as a starting point for a buyer's use in finding an inspector and/or repairmen that a buyer, in buyer's sole judgment, may select to make any inspection or repair. Broker/Agent make no representation, warranty, or covenant as to the reports, recommendations, capability, background, or reputation of any inspector or repairman. Please note that many property inspection organizations have their own standards on certain features of the property that the property inspector looks at to determine the integrity of the essential internal and external structural components. Property inspectors are not structural engineers but may help identify visual defects in these areas requiring immediate repairs. A buyer and the seller should resolve, in writing, any obligation, and any timing of the obligation, to complete repairs a buyer may request before the option period expires. Property inspectors may not be environmental specialists, but they may help identify many safety hazards or dangerous conditions. Other items may or may not be included in a standard property inspection. Some of these may be septic systems, roofs, drainage problems, wood decks, patios, or other exterior structures. A buyer is advised to verify which, if any, of these items are not included in the property inspection and have any items of concern inspected by a qualified licensed professional. Some items which may affect the property but are normally not included in an inspection are termites and wood destroying insects, geological or land subsidence surveys, and environmental or pollution inspections, all of which should be completed separately for a buyer's own protection. Broker/Agent recommends that a buyer obtain a general property inspection as well as surveys and inspections in specialized areas beyond the scope of the general property inspection. Broker/Agent has no duty to recommend that a buyer conduct any particular type of inspection. A buyer, in buyer's sole discretion, will determine whether to inspect the property.

Broker/Agent's expertise is in marketing, showing, and selling properties. Broker/Agent does not possess, and therefore does not offer, any expertise in the areas of construction, building materials, foundations, roofs, exterior finish systems, drainage, heating, air conditioning, plumbing, electrical, property appliances, or any other components that are part of or related to a structure or equipment of any property. Broker/Agent is neither engineering nor an environmental expert. Broker/Agent makes no representation, warranty, covenant, or guarantee regarding any condition or any other matter regarding any property. Broker/Agent do not possess and therefore offers no expertise on any condition that may affect a property, including, but not limited to, noise, lead-based paint, toxic waste, asbestos, radon, mold, termites or wood destroying insects, other insects (mosquitoes, fire ants, bees, scorpions, moths, etc.), endangered species, oak decline, oak wilt, flood plains, run-off/flowing water onto, through, and/or under the property, wetlands, wildlife, and other creatures or any other matter which could adversely affect a property. A buyer is advised to retain inspectors to conduct inspections for these and any other concerns or conditions that affect a buyer's decision to purchase any property. **IF A BUYER DOES NOT EXERCISE BUYER'S RIGHT TO HAVE INSPECTORS FULLY INSPECT THE PROPERTY, BUYER MAY BE TAKING CERTAIN RISKS, SUCH AS THE RISK THAT BUYER WILL NOT IDENTIFY A CONDITION THAT MIGHT OTHERWISE AFFECT OR IMPACT A BUYER'S DECISION TO BUY THE PROPERTY.**

L) School Boundaries. School boundaries are subject to change and may affect attendance area and/or the value of the property. Due to increasing growth of the area surrounding the property, the affected school district may move the attendance boundaries of any of their schools. The school information provided to the buyer by Broker/Agent or by the Multiple Listing Service (MLS) may have been furnished by third parties and/or could be inaccurate as a result of human error or the constantly changing boundaries. In no way does the information provided the buyer predict or guarantee future attendance boundaries for any school.

Broker/Agent cannot warrant or guarantee school boundaries because the school boards of each district are constantly monitoring the population and growth rates of their schools and making changes when necessary. If the buyer has concerns about the boundaries of a particular school district, the buyer is advised to contact the appropriate school districts to learn of any boundary issues prior to or during the Option/Inspection period.

M) Residential Service Contracts. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company. Some sellers offer a residential service contract program. If the seller does not include a residential service contract covering the buyer, the buyer may purchase a contract on the buyer's behalf.

N) Walk Through. Buyer is advised to conduct a walk-through inspection of the property prior to closing. If buyer has any concerns, buyer is advised to have the property re-inspected to buyer's satisfaction prior to closing. Buyer is advised to have the property re-keyed on date of possession and inspect/install smoke and/or fire alarms.

O) Environmental and Other Matters. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property the buyer wishes to buy, the buyer should hire a qualified expert to inspect the property for such items. The buyer may include a promulgated addendum (*e.g.*, TREC 28-2) in the buyer's contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) a pamphlet titled "Protect Your Family

from Lead in Your Home" (*e.g.*, TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based point or hazards.

Mold and other contaminants. Every property contains products that have water, powders, solids, and industrial chemicals which are used in constructing the property. The water, powders, solids, and industrial chemicals will and do contain mold, mildew, fungus, spores, and chemicals which may cause allergic or other bodily reactions in certain individuals. Buyer should consult a physician to determine the molds, mildews, fungus, spores and/or chemicals that may adversely affect buyer or members of buyer's family. The construction products used in building a house may contain, among others, some of the following chemicals in measurable amounts:

-Water (contains or allows growth of molds, mildew, and fungus)
-Formaldehyde (*e.g.*, in carpeting and pressed wood products)
-Fiberglass (*e.g.*, in insulation products)
-Petroleum and Petroleum Products (*e.g.*, in vinyl and plastic products)
-Methylene Chloride (*e.g.*, in paint thinners)

Leaks, wet flooring, water penetration, and moisture will contribute to the growth of molds, mildew, fungus, or spores. **BROKER/AGENT IS NOT RESPONSIBLE AND BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY MOLD REMOVAL AND/OR REMEDIATION, OR FOR ANY ILLNESS OR ALLERGIC REACTIONS THAT BUYER OR ANY GUEST OR INHABITANT MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS OR SPORES.** Buyer is advised to keep the house clean, dry, well ventilated and free of contamination. After closing, buyer is advised to investigate methods to protect the property from molds, fungus, mildew and other environmental conditions. **IF BUYER IS NOT COMFORTABLE WITH THE FACT THAT MOLDS OR CHEMICALS EXIST IN SOME AMOUNT IN THE PROPERTY THAT BUYER IS PURCHASING, THEN BUYER SHOULD NOT PURCHASE THAT PROPERTY. BUYER IS ADVISED TO RETAIN INSPECTORS TO CONDUCT INSPECTIONS FOR THESE AND ANY OTHER CONCERNS OR CONDITIONS THAT AFFECT BUYER'S DECISION TO PURCHASE ANY PROPERTY. BROKER/AGENT HAS NO EXPERTISE IN ENVIRONMENTAL ISSUES.**

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional of buyer's choice.

Chronic Wasting Disease. Chronic Wasting Disease (CWD) is a neurological disease in deer, elk, moose and other members of the deer family, known as "cervids." The first case of CWD in Texas was believed to be discovered in 2012 in free-ranging mule deer in an isolated area of far West Texas. Texas Parks and Wildlife Department (TPWD) and Texas Animal Health Commission (TAHC) have developed a cooperative CWD management plan to guide both agencies in addressing risks, developing management strategies, and protecting big game resources from CWD in captive or free-ranging cervid populations. Buyer may find more information on TPWD's website at https://tpwd.texas.gov/huntwild/wild/diseases/cwd/. If the buyer is concerned about CWD and its potential impact on cervids populations on and around any property, buyer should contact a qualified expert for more information.

Quarries and Aggregate Processing Plants. Quarries and aggregate processing plants are common in certain parts of Texas, and various new quarries and aggregate processing plants are proposed at any given time. Airborne particulate matter associated with such operations are a potential nuisance and pose potential health risks. Operations at these facilities can result in significantly increased vehicular traffic, including the presence of large semi-trailers and other trucks, and potentially in a large amount of water runoff and/or water pollution. Additionally, operations at these facilities pose a potential risk of physical damage to structures as a result of ground vibrations and/or air blasts. The buyer is advised to consult with qualified experts to investigate any existing and/or proposed quarries and aggregate processing plants in the area surrounding the property.

P) Foundations. Foundations may fail for numerous reasons, and many areas of Texas contain highly expansive clays and other soil conditions that are subject to shifting and movement under or adjacent to foundations, particularly when moisture content varies as a result of weather conditions. **BROKER/AGENT IS NOT AN ENGINEERING AND/OR FOUNDATION EXPERT, AND DOES NOT AND CANNOT WARRANT THE PAST, PRESENT AND/OR FUTURE CONDITION OF THE FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY. BROKER/AGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE FOUNDATION. BUYER REPRESENTS AND WARRANTS THAT BUYER WILL NOT LATER CLAIM TO HAVE RELIED UPON ANY PAST OR FUTURE ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY FROM BROKER/AGENT CONCERNING THE FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY UNLESS SUCH ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY IS CONTAINED IN A WRITING WET-SIGNED (SIGNED IN INK) BY BROKER/AGENT. BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY PROBLEMS OR ISSUES ASSOCIATED IN ANY WAY WITH THE PROPERTY'S FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY.** The buyer is advised by Broker/Agent to consult with a qualified licensed engineer during the Option/Inspection Period to determine the integrity of the structure/foundation and the soil conditions which exist at the property.

Q) Termites and Other Wood Destroying Insects. The buyer is advised that termites are very prevalent in Texas and is, therefore, advised to have a thorough inspection of the property prior to or during the Option/Inspection Period by a licensed, professional pest control company or entomologist. If the Seller's Disclosure Notice for the property indicates prior infestation, treatment, previous damage, water penetration, conducive conditions, etc., the buyer is advised to bring this information to the attention of buyer's inspector. Broker/Agent makes no representation, warranty, or covenant as to the capability, background or reputation of any inspector, the accuracy of any findings, or the extent of previous damage, if any.

R) Mortgage and Insurance. The buyer is advised to submit written mortgage and insurance applications and secure written commitments for the property prior to or during the Option/Inspection Period with terms and conditions acceptable to the buyer. Broker/Agent is not licensed to give such advice. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled "Information About Property Insurance for a Buyer or Seller" (TAR 2508) which discusses property insurance in more detail.

S) Area Noise and Development. If noise (including but not limited to aircraft, trains, automobiles, barking dogs, etc.) is a concern to the buyer, the buyer is advised to investigate conditions that affect the property prior to or during the Option/Inspection Period. In addition, Broker/Agent is not required to investigate what types of developments (or re-developments) that may occur in the vicinity of the property. Broker/Agent advises the buyer to determine, in the buyer's sole opinion, if noise or prospective area developments would adversely affect the buyer's decision to purchase the property. Broker/Agent does not guarantee the suitability of the property to the buyer's expectations, requirements, and/or intended use.

T) Flood Hazard, Floodways, Flood Insurance, and Water Penetration. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in a floodway. The Texas Association of REALTORS® publishes a form titled "Information About Special Flood Hazard Areas" (TAR 1414) which discusses flood hazard areas and floodways in more detail. Buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

A property that does not lie in a floodway is still subject to potential flooding and may experience a variety of different water penetration issues associated with, among other things, plumbing issues, rain, improper drainage, foundation issues, wall failures (*e.g.*, stucco cracks and failing exterior walls), roof leaks, etc. A seller may represent that a property has/has not suffered from past or current flooding onto the property or into the structures. A seller may also represent that a property has/has not suffered from past or current water penetration issues. **BROKER/AGENT IS NOT AN EXPERT IN FLOODING AND/OR WATER PENETRATION RELATED MATTERS, AND DOES NOT AND CANNOT WARRANT THE EXTENT OF ANY PAST, PRESENT, AND/OR FUTURE FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENTRATION ON THE PROPERY. BROKER/AGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENTRATION ON THE PROPERY. BUYER REPRESENTS AND WARRANTS THAT BUYER WILL NOT LATER CLAIM TO HAVE RELIED UPON ANY PAST OR FUTURE ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY FROM BROKER/AGENT CONCERNING FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENTRATION ON THE PROPERY UNLESS SUCH ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY IS CONTAINED IN A WRITING WET-SIGNED (SIGNED IN INK) BY BROKER/AGENT. BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY PROBLEMS OR ISSUES ASSOCIATED IN ANY WAY WITH FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENTRATION ON THE PROPERY.**

U) Historic or Conservation Districts. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

V) Mandatory Owner's Associations. An owner's association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless the buyer negotiates otherwise in the contract. If membership in an owner's association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the subject property purchased by the buyer.

W) Possession. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if a buyer is obtaining funds from a lender. The buyer may need to verify with its lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning its move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) should be authorized by a written lease signed by buyer and seller.

X) Septic Tanks and On-Site Sewer Facilities. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled "Information About On-Site Sewer Facility" (TAR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

Y) Statutory Tax Districts. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example, a Municipal Utility District, Water Improvement District, or a Public Improvement District). While the buyer is likely to receive a prescribed notice when buying property in such a district, the buyer should make their own inquiry into existence and impact of any such statutory tax districts.

Z) Synthetic Stucco. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask its inspector to carefully inspect the siding and ask any questions it may have.

AA) Tax Prorations. A buyer and seller may agree to prorate a property's taxes through the closing date. Property taxes are typically due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

BB) Termination Option. Many contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to purchase the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer

and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

CC) Tide Waters. If the property the buyer adjoins any of the state's tidal waters, the seller should provide the buyer with a notice titled "Addendum for Coastal Area Notice" (TAR 1915) at the time buyer signs a contract. Boundaries of properties along such waters may change, and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller should provide the buyer with a prescribed notice titled "Addendum for Property Located Seaward of the Gulf Intercostal Waterway" (TAR 1916).

DD) Utilities. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

EE) Water Level Fluctuations. State law requires to the seller to notify a buyer of a property adjoining a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing http://texasalmanac.com/topics/environment/lakes-and-reservoirs.

FF) Water Wells. If the property has a water well, the buyer should have, and its lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

GG) Due Diligence. The buyer is advised that Broker/Agent's responsibilities covered by this Agreement do not include the responsibilities associated with due diligence obligations of the buyer pursuant to a prospective purchase. Broker/Agent has neither the experience nor expertise to research issues and/or advise/consult with the buyer relative to matters affecting the buyer's decision to purchase the property. It is the buyer's sole responsibility to conduct due diligence. **SHOULD THE BUYER REQUEST ADVICE OR OPINIONS FROM BROKER/AGENT CONCERNING ANY MATTER IMPACTING THE PROPERTY, BROKER/AGENT'S RESPONSES AND/OR OPINIONS SHALL BE DEEMED TO BE CHARACTERIZED AS OPINIONS ONLY AND ARE NOT TO BE RELIED UPON BY THE BUYER IN BUYER'S DETERMINATION TO PURCHASE A PROPERTY**.

HH) Notice of Possible Invasive Species. Broker/Agent hereby gives the buyer notice of possible invasive species that could harm the economic, ecological and/or human health relating to the property that the buyer purchases. "Invasive Species" are defined as a species that are non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health (Executive Order 13112). Broker/Agent advises the buyer to further research and satisfy itself as to the potential harm caused by said invasive species, including, but not limited to, those found at http://www.texasinvasives.org/.

II) FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. For informational purposes only, a "foreign person" is generally defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition generally does not include a resident alien individual. While the seller should inform the buyer whether it is a "foreign person," the buyer should independently confirm, through consultation with a tax professional or an attorney, the current definition of "foreign person" under applicable law and whether the seller meets the current definition.

JJ) Permits. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained because it may impact the buyer's future plans for the property.

KK) Restrictions on Property Near An International Border. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). The Texas Association of REALTORS® publishes a form titled "Information Regarding Property Near an International Border" (TAR 2519), which provides more information. Broker/Agent cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice.

LL) Property Insurance. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain rates. Most lenders require property to be insured in an amount not less than the loan amount. The failure to timely obtain property insurance may delay or prevent the closing of the transaction. The Texas Association of REALTORS® publishes a document titled "Information About Property Insurance for a Buyer or Seller" (TAR 2508) which discusses property insurance in more detail.

MM) Surveillance. Be aware that when viewing a property, a seller may record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer may photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

NN) Wire Fraud. Real estate transactions are vulnerable to cybercrime, like wire fraud, in which criminals obtain access to email accounts and transmit false wiring instructions for the purpose of diverting funds to another bank account. Refrain from transmitting personal information, like bank account numbers or other financial information, via email or other unsecured electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

THE UNDERSIGNED BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING NOTICE TO PROSPECTIVE REAL ESTATE BUYERS.

Signature of Buyer	**Date**
Signature of Buyer	**Date**

Buyer's Initials ____ ____

NOTICE PURSUANT TO 22 TEX. ADMIN. CODE § 537.11

This Notice to Prospective Real Estate Buyers was prepared by attorney John G. George, Jr. (TBN: 24051944) for sole use by Kuper Sotheby's International Realty. This form is approved for use in single family residential real estate, farm and ranch, unimproved property, and condominium transactions.

THIS FORM IS NOT A MANDATORY TREC FORM AND TREC RULES PROHIBIT REAL ESTATE LICENSE HOLDERS FROM PRACTICING LAW AND DIRECTLY OR INDIRECTLY OFFERING, GIVING, OR ATTEMPTING TO GIVE LEGAL ADVICE.

IT IS STRONGLY RECOMMENDED FOR YOU TO SEEK LEGAL COUNSEL CONCERNING THE INTERPRETATION AND USE OF THIS FORM, INCLUDING ADVICE ABOUT HOW THIS FORM IMPACTS YOUR LEGAL RIGHTS. THE ATTORNEY WHO DRAFTED THIS FORM IS NOT YOUR ATTORNEY AND IS NOT PROVIDING YOU ANY LEGAL ADVICE.