

**SELLER'S DISCLOSURE OF PROPERTY CONDITION**

CONCERNING THE PROPERTY AT

1327 S. Cass.  
(Street Address and City)

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 PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller ☐ is ☒ is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? NEVER

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

<u>Y</u> Range	<u>Y</u> Oven	<u>N</u> Microwave
<u>U</u> Dishwasher	<u>N</u> Trash Compactor	<u>N</u> Disposal
<u>Y</u> Washer/Dryer Hookups	<u>Y</u> Window Screens	<u>N</u> Rain Gutters
<u>N</u> Security System	<u>N</u> Fire Detection Equipment	<u>N</u> Intercom System
	<u>Y</u> Smoke Detector	
	<u>U</u> Smoke Detector-Hearing Impaired	
	<u>N</u> Carbon Monoxide Alarm	
	<u>N</u> Emergency Escape Ladder(s)	
<u>N</u> TV Antenna	<u>Y</u> Cable TV Wiring	<u>Y</u> Satellite Dish
<u>Y</u> Ceiling Fan(s)	<u>N</u> Attic Fan(s)	<u>N</u> Exhaust Fan(s)
<u>Y</u> Central A/C	<u>Y</u> Central Heating	<u>N</u> Wall/Window Air Conditioning
<u>Y</u> Plumbing System	<u>N</u> Septic System	<u>Y</u> Public Sewer System
<u>N</u> Patio/Decking	<u>N</u> Outdoor Grill	<u>Y</u> Fences
<u>N</u> Pool	<u>N</u> Sauna	<u>N</u> Spa <u>N</u> Hot Tub
<u>N</u> Pool Equipment	<u>N</u> Pool Heater	<u>N</u> Automatic Lawn Sprinkler System
<u>N</u> Fireplace(s) & Chimney (Woodburning)		<u>N</u> Fireplace(s) & Chimney (Mock)
<u>Y</u> Natural Gas Lines		<u>N</u> Gas Fixtures
<u>N</u> Liquid Propane Gas:	<u>N</u> LP Community (Captive)	<u>N</u> LP on Property
Garage: <u>N</u> Attached	<u>N</u> Not Attached	<u>Y</u> Carport
Garage Door Opener(s):	<u>N</u> Electronic	<u>N</u> Control(s)
Water Heater:	<u>N</u> Gas	<u>Y</u> Electric
Water Supply: <u>Y</u> City	<u>N</u> Well <u>N</u> MUD	<u>N</u> Co-op
Roof Type: <u>SHINGLE</u>	Age: <u>U</u>	(approx)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects or that are in need of repair? ☐ Yes ☒ No ☐ Unknown If yes, then describe. (Attach additional sheets if necessary):

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code? ☐ Yes ☐ No ☒ Unknown If the answer to this question is 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 the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Interior Walls

N Ceilings

N Floors

N Exterior Walls

N Doors

N Windows

N Roof

N Foundation/Slab(s)

N Basement

N Walls/Fences

N Driveways

N Sidewalks

N Plumbing Sewers/Septics

N Electrical Systems

N Lighting Fixtures

N Other Structural Components (Describe) \_\_\_\_\_

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Active Termites (includes wood destroying insects)

N Previous Structural or Roof Repair

N Termite or Wood Rot Damage Needing Repair

N Hazardous or Toxic Waste

N Previous Termite Damage

N Asbestos Components

N Previous Termite Treatment

N Urea-formaldehyde Insulation

N Previous Flooding

N Radon Gas

N Improper Drainage

N Lead Based Paint

N Water Penetration

N Aluminum Wiring

N Located in 100-Year Floodplain

N Previous Fires

N Present Flood Insurance Coverage

N Unplatted Easements

N Landfill, Settling, Soil Movement, Fault LinesN Subsurface Structure or PitsN Single Blockable Main Drain in Pool/Hot Tub/Spa\*N Previous Use of Premises for Manufacture of Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):

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

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair? ☐ Yes (if you are aware)☒ No (if you are not aware) If yes, explain. (Attach additional sheets if necessary):

6. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.N Homeowners' Association or maintenance fees or assessments.N Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.N Any lawsuits directly or indirectly affecting the Property.N Any condition on the Property which materially affects the physical health or safety of an individual.N Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):

7. 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.

Signature of Seller

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Buyer

Date

Signature of Buyer

Date

**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**

CONCERNING THE PROPERTY AT

1327 S. CASS

(Street Address and City)

- A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.****B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check on box only):  
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_  
☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):  
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_  
☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.  
☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.  
☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

- E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

- F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller [Signature] 02-04-2009 HT-HC-11 Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Other Broker \_\_\_\_\_ Date \_\_\_\_\_

Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)