

# SEALED BID SALE

1904 Bayshore Drive, Flower Mound, Denton County, Texas

## **Bidder Information Package**

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**DECARO**   
LUXURY AUCTIONS

1.800.332.3767 [www.DeCaroAuctions.com](http://www.DeCaroAuctions.com)

Daniel DeCaro, Texas Licensed Auctioneer #17607

# **SEALED BID SALE**

**1904 Bayshore Drive, Flower Mound, Denton County, Texas**

## **Terms and Conditions of Sale**

The sealed bid sale of the property (the "Property") located at 1904 Bayshore Drive, Flower Mound, Denton County, Texas, containing approximately 2.08 acres, more or less, shall be conducted subject to the following terms and conditions:

1. The Property will be open for preview without appointment from 1 PM to 4 PM (Central Time) on each of the following dates:

Saturday, March 19, 2016

Sunday, March 20, 2016

Saturday, March 26, 2016

Sunday, March 27, 2016

Saturday, April 2, 2016

Sunday, April 3, 2016

Last preview Saturday, April 9, 2016 from 1 PM to 3 PM

Additional opportunities for preview shall be by appointment only and shall be made by contacting the DeCaro offices at 1.800.332.3767 or by email to [info@decaroauctions.com](mailto:info@decaroauctions.com).

All visitors to the Property may be required to provide their full name, address, email and telephone number, as well as such other form(s) of identification as may be requested by the DeCaro Auction Team.

2. In order to be considered by the Sellers, each offer must be submitted in the form of a fully executed copy of the Agreement of Sale that is a part of this Sealed Bid package, which Agreement of Sale shall include the full name and address of each listed Buyer and the purchase price proposed by the Buyer(s) and Buyer(s) must have wired a deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) to the Escrow Agent. All wired deposits from unsuccessful bidders will be returned immediately following the bid opening on Monday, April 11, 2016.

## **WIRING INSTRUCTIONS:**

**Bank: US Bank, N.A.**

**Address: 2243 East 2100 South, Salt Lake City, UT**

**Account Name: Jacobs IOLTA**

**Routing/ABA #: 124302150**

**Account #: 153153118457 Please reference: Sealed Bid Auction Flower Mound, TX**

If Bidder is successful, Bidder shall wire sufficient funds to bring the total deposit to ten percent (10%) of the Purchase Price by Tuesday, April 12, 2016. Bidder shall pay all wire transfer fees.

**Please include the wire instructions for the return of your funds if you are not the high Bidder:**

**Your Name:**

---

**Your Bank:**

---

**Your Bank Address:**

---

**Your Bank's ABA/Routing #:**

---

**Your Bank Account #:**

---

**For Credit to:**

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3. The Sellers reserve the right to accept, counter or reject any and all offers for any reason. This sealed bid sale is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice.
4. The Property will be sold in "AS IS" condition and the Sellers make no representation or warranty regarding the condition of the Property. Although all information contained in the bid materials described herein is believed to be accurate, any such information is not guaranteed and prospective Buyers are encouraged to complete any desired and non-invasive due diligence inquiries at their expense. Any inspections of the Property by third parties must be arranged in advance by appointment through DeCaro and must be accompanied by a representative of the DeCaro Auction Team.

5. A draft title insurance commitment issued by the Texas Pioneer Title, 103 W McDermott Drive #100, Allen, TX, will be provided upon request by contacting Aaron Jacobs at 801. 921.6411 or by email at aaron@jacobsandsimpson.com.
6. By submitting a completed and executed Agreement of Sale, each bidder acknowledges and agrees that neither the Sellers nor their representatives are making any express or implied representation or warranty as to the accuracy or completeness of any information contained in the bid package (including, but not limited to, the Notice of Sealed Bid Sale, the Agreement of Sale, any brochures, the Property website and any title information provided by the Sellers) and each bidder agrees that none of such persons shall have any liability to the bidders or any of their representatives relating to or arising from the use of any information or any errors therein or omissions therefrom. The bidders each also agree that they shall be entitled to rely solely on the representations and warranties as specified in the Agreement of Sale and on no other representations or warranties.
7. Each bid must be submitted to and received by the DeCaro offices no later than 12:00 noon (Central Time) on Monday, April 11, 2016. Please submit bids via e-mail: info@decaroauctions.com or via FAX: 239.434.0882, or hand deliver the Sealed Bid offer to a DeCaro Representative on the property site during scheduled open houses.
8. The sealed bid opening will occur on Monday, April 11, 2016 and will not be open to bidders or to the general public. All bidders will be notified of the results of the sale shortly thereafter.
9. The Sellers reserve their right to require evidence of authority to execute the Agreement of Sale, which evidence must be acceptable to the Sellers, in their sole and absolute discretion, and which shall be provided to the Sellers prior to execution by the Sellers of any Agreement of Sale deemed to be acceptable by the Sellers.
10. Any fully-executed Agreement of Sale shall not be assignable by the Buyer without the prior written consent of the Sellers.
11. Unless otherwise agreed, closing under any Agreement of Sale accepted by the Sellers must take place on or before May 11, 2016 at a time and place acceptable to both the Sellers and the Buyer.
12. There will be a 10% Buyer's Premium paid to Auctioneer at time of settlement. The gross offer will include the 10% Buyer's Premium paid to the Auctioneer. All closing costs associated with the transfer of the Property shall be borne by the Buyer including, but not limited to, settlement fees, document preparation, title insurance premiums and all transfer and recording costs. The Buyer shall be responsible for obtaining any financing necessary to complete the transaction. The Agreement of Sale shall not be contingent upon financing and no financing will be held by the Sellers.

13. The property will be conveyed by the Sellers to the Buyer by a form customary to the State of Texas and containing all affidavits necessary or appropriate for the recording of the deed among the Land Records of Denton County, Texas.
14. The Auctioneer agrees to pay a commission of two percent (2%) to any broker participating in the sale, which properly registers their client on a DeCaro Form, and the client is the successful buyer and completes settlement. Said commission shall be due and payable upon the completion of the transfer of title to the Property to Buyer. If the Buyer will be represented by a broker or agent and in order for that broker or agent to be eligible to receive a commission, the full name and contact information for the broker or agent must be disclosed in Paragraph 23 of the Agreement of Sale at the time of submission of an executed Agreement of Sale to the Sellers' Representative identified in Paragraph 7 above. No fee will be paid by the Sellers or Auctioneer to any broker or agent who is not disclosed in Paragraph 23 of the Agreement of Sale at the time of submission of an executed Agreement of Sale to the Sellers' Representative identified in Paragraph 7 above. Should any Buyer enlist the services of a broker or agent that is not disclosed in Paragraph 23 of the Agreement of Sale, the Buyer will be solely responsible for any such broker's compensation.

**THIS PROPERTY IS SUBJECT TO PRE-AUCTION OFFERS AND PRIOR SALE**

By signing below, I have read, understood and agree to the above Terms and Conditions of Sale.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

**REAL ESTATE PURCHASE AGREEMENT**

(Pursuant to a Sealed Bid Sale)

AGREEMENT made effective \_\_\_\_\_, 2016 by and among

\_\_\_\_\_ ("Buyer"), and

\_\_\_\_\_ ("Seller").

**Recitals:**

A. Whereas, Buyer intends to purchase certain real property currently vested in Seller located at approximately 1904 Bayshore Drive, Flower Mound, TX 75022.

B. Seller and Buyer desire to memorialize their agreement with respect to Buyer's purchase of the Property (as hereinafter defined) and with respect to certain other matters, all as described herein.

**THE PARTIES** agree as follows:

1. Purchase and Sale. Seller hereby agree to sell and Buyer hereby agree to purchase that certain real property located at approximately 1904 Bayshore Drive, Flower Mound, TX , Denton County legally described in Exhibit A (the "Property"), attached hereto.

2. Personal Property: This sale includes the following items and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in** items: all equipment appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property; The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

3. Purchase Price. The purchase price of the Property is \$\_\_\_\_\_. This amount includes a ten percent (10%) Buyer' Premium in accordance with the Sealed Bid Sale Terms and Conditions (attached as Exhibit B). The purchase price will be paid to Seller as follows:

Deposit: \$\_\_\_\_\_. See paragraph 4.

Balance of the Purchase Price: \$\_\_\_\_\_.

Total Purchase Price: \$\_\_\_\_\_.

4. Earnest Money Deposit. Contemporaneously with the parties' execution of this Agreement, Buyer will wire the sum of One Hundred Thousand Dollars (\$100,000), following the Wiring Instructions provided. If Bidder is successful, Bidder shall wire additional and sufficient funds to bring the total deposit to ten percent (10%) of the Purchase Price by Tuesday, April 12, 2016. Bidder shall pay all wire transfer fees. The entire Buyer's deposit shall equal ten percent (10%) of the sealed bid price (the "earnest money"). The earnest money shall be held in escrow by the Escrow Agent in a non-interest bearing account until Settlement and then applied to the Purchase Price. Escrow Agent shall have no liability under this Agreement, except that of stakeholder.

The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money.

If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

5. Financing. This Sale IS NOT contingent upon the Buyer obtaining financing.
6. Settlement. The settlement of the purchase and sale hereunder (the "Settlement") shall occur within 30 days after execution of this Agreement by both parties. (The date of Settlement is referred to herein as the "Settlement Date"). Possession shall be contemporaneous with the Settlement.
7. Title Report. Upon the parties' execution of this Agreement, Buyer shall order a commitment from Texas Pioneer Title (the "Title Company"), covering the Property, naming Buyer as the proposed insured, and contemplating the issuance of a standard form Homeowner's Title Insurance Policy in the amount of the purchase price hereunder (the "Title Report"). Title Company will issue an Owner's Title insurance policy (and a

lender's policy if required) in accordance with their requirements and prepare any necessary closing documents all at Buyer's sole cost and expense.

8. Settlement Costs. Buyer shall pay all closing costs including, but not limited to, title insurance, documentary stamps, recordation fee(s), transfer taxes and attorney's fee(s). Buyer and Seller authorize Title Company to collect any fee or compensation due to a broker or to the Auctioneer, DeCaro Real Estate Auctions, Inc., under any listing agreement, agency representation agreement, or any other similar agreement, and to disburse same to the appropriate parties. Notwithstanding the above, Seller shall not be responsible for any commission due to a Buyer's Agent unless there is specific agreement to pay executed by Seller.
9. "As Is" Sale. Buyer has made their own complete inspection and investigation of the Property and the building and improvements thereon. Seller has made and are making no representation, warranty, or agreement relative to the legal or physical characteristics or condition of the Property, relative to the buildings and structures located on the Property, relative to the environmental condition of the Property, relative to the adequacy or suitability of the Property for any particular use, or relative to the availability or adequacy of access or utility services as regards to the Property. Buyer acknowledges that, except as may otherwise be expressly provided in this Agreement, Buyer is purchasing and acquiring the Property "AS IS", without any representation, warranty, or assurance of any kind whatsoever, express or implied, by Seller or by any agent, broker, employee, or other representative of Seller. Seller has attached as Exhibit C their Property Condition Disclosure(s) subject to the Sale. **SELLER'S REPRESENTATIONS, WARRANTIES, AND ASSURANCES TO BUYER IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT ARE STRICTLY LIMITED TO THOSE SET FORTH HEREIN, AND ANY AND ALL IMPLIED WARRANTIES AND ASSURANCES THAT MIGHT OTHERWISE BENEFIT BUYER ARE HEREBY DISCLAIMED BY SELLER AND WAIVED AND RELINQUISHED BY BUYER.**
10. Expenses and Prorations. Pursuant to the Terms and Conditions of the Auction, which terms are incorporated herein, Buyer agrees to pay for preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and all recordation taxes, including those applicable to grantors. All other expenses incurred by Buyer in connection with this purchase shall be borne by Buyer. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement Date. In addition to the purchase price, Buyer shall pay Seller for any escrow deposits made by Seller which are credited to Buyer by the holders thereof.
11. Title. At Settlement, Seller shall convey to Buyer good and marketable title free of all liens, except as otherwise indicated herein and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable in accordance with the Terms and Conditions of the Auction. If a defect is found which can be remedied by legal action



within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Agreement may be terminated by either Buyer or Seller. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph.

12. Force Majeure. Neither party shall be liable to the other for any alleged loss or damage resulting from any delay of performance caused by acts of the other, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the delayed party.
13. Execution by Counterpart/Signatures. This Agreement may be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes to be one Agreement. Facsimile signatures shall constitute original, binding signatures.
14. Headings. All headings in this Agreement are inserted for convenience of reference and shall not affect its meaning or interpretation.
15. Exhibits. All exhibits annexed to this Agreement and the documents to be delivered at or prior to the Settlement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement, either in the Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
16. Further Action. The parties shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the intent and purposes of this Agreement.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and entirely to be performed within such jurisdiction except to the extent federal law may be applicable. Any action under this Agreement may be filed and maintained only in state courts located within Denton County, State of Texas, and all parties hereby submit to the jurisdiction of such courts.
18. Severability. If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.
19. Notices. All notices, requests, consents, demands, approvals, and other documents, instruments, and communications which are required or permitted hereunder shall be in writing and shall be deemed to have been duly given either at the time of delivery if

personally delivered, or 5 business days after the time of the postmark if mailed registered or certified mail, return receipt requested, and addressed as follows:

If to Seller:

If to Buyer:

20. Survival. The covenants, terms, and conditions of this Agreement shall survive the Settlement of the purchase and sale contemplated herein.
21. Litigation Expenses. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorney's fees, shall be paid by the other party.
22. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereunder and supersedes all previous written or oral negotiations, commitments, and understandings. No letter, telegram or communication passing between the parties hereto covering any matter during the period of this Agreement, or thereafter, shall be deemed a part of this Agreement; nor shall it have the effect of modifying or adding to this Agreement unless it is distinctly stated in such letter, telegram, or communication that it is to constitute a part of this Agreement and is to be attached as a rider to this Agreement and is signed by the parties thereto.
23. Confirmation of Agency Disclosure. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Agreement:

Seller's Agent: \_\_\_\_\_, represents [ ] Seller [ ] both Buyer and Seller as a Limited Agent;

Seller's Brokerage: \_\_\_\_\_, represents [ ] Seller [ ] both Buyer and Seller as a Limited Agent;

Buyer's Agent \_\_\_\_\_, represents [ ] Buyer [ ] both Buyer and Seller as a Limited Agent;

Buyer's Brokerage \_\_\_\_\_, represents [ ] Buyer [ ] both Buyer and Seller as a Limited Agent

24. Default. If Buyer fails to comply with this contract, Buyer will be in default, and Seller may enforce specific performance, seek such other relief as may be provided by law, or both, or terminate this Agreement and receive the earnest money as liquidated damages, thereby releasing both parties from this Agreement. If Seller fails to comply with this Agreement, Seller will be in default and Buyer may enforce specific performance, seek such other relief as may be provided by law, or both, or terminate this contract and receive the earnest money, thereby releasing both parties from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, effective as of the date and year first shown above.

SIGNATURES ON THE NEXT PAGE

BUYER:

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

SELLER:

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibits to Agreement:**

- A            Legal Description**
- B            Auction Terms and Conditions of Sale**
- C            Seller' Property Condition Disclosure**

EXHIBIT A

(Attached to and forming part of Real Estate Purchase Agreement)

LOT TWENTY FIVE (25), IN BLOCK A, THE LANDING, AN ADDITION TO THE CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET L, SLIDE 3 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

Any statement in the legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made for informational and/or identification purposes.

**EXHIBIT B**

(Attached to and forming part of Real Estate Purchase Agreement)

EXHIBIT C

(Attached to and forming part of Real Estate Purchase Agreement)

# SELLER'S DISCLOSURE NOTICE

TO BE COMPLETED BY SELLER(S)

1904 Bayshore Dr

CONCERNING THE PROPERTY AT

Flower Mound

Denton

(STREET ADDRESS AND CITY)

(COUNTY)

Section 5.008 of the Texas Property Code requires a seller of residential real 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 contract. This form complies with and contains additional disclosures that exceed the minimum disclosures required by the Code.

This statement is a disclosure of seller's knowledge of the condition of The Property as of the date of the seller's signature indicated below. This statement is NOT a warranty of any kind by the seller or listing broker and is NOT a substitute for any inspections or warranties the Buyer(s) may wish to obtain. A Buyer is urged to obtain an inspection of The Property by a qualified, licensed inspector. The following statements are representations made by the Seller(s) based upon Seller's knowledge and are not representations of the Listing Broker or any other broker participating in a sales transaction. The Listing Broker has relied upon the following information in disseminating information about the condition of The Property.

## GENERAL INFORMATION

- |   |  |
|---|--|
| <p>1. The Property is currently:<br/> <input checked="" type="checkbox"/> Owner occupied    <input type="checkbox"/> Estate<br/> <input type="checkbox"/> Leased    <input type="checkbox"/> Foreclosure<br/>                 - If owner occupied, for <u>6+</u> years.<br/>                 - If not owner occupied, for _____ years.<br/>                 - Owner never occupied _____<br/>                 - If leased: Origination Date _____; Expiration Date _____</p> <p>2. Seller is the current owner of the Property and can sell the Property without being joined by any other person:<br/> <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No<br/>                 - If "No", explain: _____</p> <p>3. Year the Property was constructed: _____<br/> <input type="checkbox"/> Per Owner    <input type="checkbox"/> Per Tax Rolls<br/>                 (If property built prior to 1978, complete, sign, &amp; attach TAR-1906 form concerning lead-based paint hazards.)</p> <p>4. Is Seller a United States citizen: <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No<br/>                 - If "No", the seller is a "foreign person" as defined in the Internal Revenue Code: <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>5. Check any of the following tax exemptions which Seller claims for the Property:<br/> <input type="checkbox"/> Homestead    <input type="checkbox"/> Senior Citizen    <input type="checkbox"/> Disabled<br/> <input type="checkbox"/> Disabled Veteran    <input type="checkbox"/> Wildlife Management<br/> <input type="checkbox"/> Agricultural    <input type="checkbox"/> Other _____</p> <p>6. Is there currently in force for the Property a written Builder's Warranty?<br/> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> Unknown<br/>                 - If "Yes", identify the warranty by stating:<br/>                 Name of Company issuing warranty: _____<br/>                 Warranty Number: _____</p> | <p>7. Except for manufacturer warranties, if any, on appliances, does there exist any other warranties for the Property? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> Unknown<br/>                 - If "Yes", identify the warranties: _____</p> <p>8. Are there any pending or threatened condemnation proceedings which affect the Property? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> Unknown<br/>                 - If "Yes", explain: _____</p> <p>9. Has the Property (or the homeowners' association of which the Property is a part) been the subject of any pending or concluded lawsuit or legal proceedings? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> Unknown<br/>                 - If "Yes", explain: _____</p> <p>10. Has the Seller asserted any claim under any insurance policy or against any person for any physical condition or damage to the Property?<br/> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No<br/>                 - If "Yes", explain: _____</p> <p>11. Has the Seller ever collected any insurance payments pursuant to a claim you have made for damage to the Property and then not used the proceeds to make the repairs for which the claim was submitted:<br/> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No<br/>                 - If "Yes", explain: _____</p> <p>12. Did you (Seller) use a real estate broker when you purchased the property?<br/> <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No<br/>                 - If "Yes", name: _____</p> |
|---|--|

## INFORMATION ABOUT EQUIPMENT AND SYSTEMS

13. For items listed below in Section 13, check appropriate box if items are included in the sale of the Property and are presently in "Working Condition" and there are no known defects. Please check if item has been repaired (note date of repair) or if item is in need of repair. Check "N/A" for items that do not apply to the Property or are not included in the sale. NOTE: THIS NOTICE DOES NOT ESTABLISH WHICH ITEMS ARE TO BE CONVEYED IN A SALE OF THE PROPERTY. THE TERMS OF A CONTRACT OF SALE WILL DETERMINE WHICH ITEMS ARE TO BE CONVEYED.

SELLER'S DISCLOSURE NOTICE - PAGE 1 OF 7

1904 Bayshore Dr

PROPERTY ADDRESS: Flower Mound, TX 75022-5697

Seller's Initials [Signature]  
 CBDFW (09/1/07)

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_



EQUIPMENT & SYSTEM	N/A	WORKING CONDITION	HAS BEEN REPAIRED	DATE OF REPAIR MONTH/YEAR	IN NEED OF REPAIR	DESCRIPTION OF COMPLETED/NEEDED REPAIRS
Attic Vents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cable TV/ Computer Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Carbon Monoxide Detector(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ceiling Fan(s) #Units _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooling (Cent'l Gas ___ / Elec ___, #Units ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooling (Window ___ / Wall ___ / Evap'r ___, #Units ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Entry Gate(s) & Control (Auto ___ / Manual ___, #Controls ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Emergency Escape Ladder(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Exhaust Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fire/Smoke Detection Equipment (Elec ___ Battery ___ Hearing Impaired ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Garage Door Opener(s) & Controls (Auto ___ / Manual ___ / #Controls ___ 1, ___ 2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Gas Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Gas Lines (Natural ___ / Liquid Propane ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Heating (Cen Gas ___ / Elec ___, #Units ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Heating (Window ___ / Wall ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Heating, Other ___, describe _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ice Maker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Intercom System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Lawn Sprinkler System (Auto ___ / Manual ___ / Partial ___, Full ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Outdoor Cooking Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Oven ( ___ Gas ___ Electric ___ other ___ # of)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Public Sewer & Water System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Range/Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Refrigerator (Built-In)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Satellite Dish, Receiver, Wiring and Controls (Own ___ / Lease ___ / from _____)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Sauna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Security System(s) (In Use ___ / Abandoned ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Septic or other On-Site Sewer System (If Yes, attach TAR-1407 form)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Shower Enclosure & Pan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool & Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool Built-In Cleaning Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool Maintenance Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Water Heater (Gas <input checked="" type="checkbox"/> / Elec ___ Other ___, #Units ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Water Softener (Own ___ / Lease ___ / from ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Wells	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

SELLER'S DISCLOSURE NOTICE - PAGE 2 OF 7

PROPERTY ADDRESS: **1904 Bayshore Dr**  
**Flower Mound, TX 75022-5697**

Seller's Initials   *SL*    
CBDFW (09/1/07)

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

**INFORMATION ABOUT STRUCTURE/OTHER**

STRUCTURAL/OTHER	N/A	WORKING	HAS BEEN	DATE OF	IN NEED	DESCRIPTION OF
		CONDITION	REPAIRED	REPAIR MONTH/YEAR	OF REPAIR	COMPLETED/NEEDED REPAIRS
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Carport (Attached ___ /Not Attached ___)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Doors (French ___ /Other ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Drains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Electrical Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplace(s)/Chimney (mock), #Units ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplace(s)/Chimney (wood burning) #Units ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplace(s) with gas logs, #Units ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplace(s)/Other/describe _____, #Units ___	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Lighting (Outdoor: Landscape, Security)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Patio/Decking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Pump: ___ Sump ___ Grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Retaining Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Rain Gutters and Down Spouts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Skylight(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Walls (Exterior/Interior)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Washer/Dryer Hookups (Gas <input checked="" type="checkbox"/> /Elec ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Window Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

14. The shingles or roof covering is constructed of:  
 Wood  Composition  Tile  Other \_\_\_\_\_  
 - Is there an overlay covering?  Yes  No  Unknown

15. The age of the shingles or roof covering: 7 years

16. Have there been previous roof leaks?  Yes  No  Unknown  
 - If "Yes", complete the following

Date of occurrence	Area of occurrence	Remedy performed

17. The electrical wiring of the Property is:  Copper  Aluminum  
 Other (specify) \_\_\_\_\_  Unknown

18. Is there a security system?  Yes  No  
 - If "Yes", system is:  Owned  Leased  
 - If leased, is lease transferable?  Yes  No

Monitor Charge:  Mo.  Qtr.  Yr. \$ \_\_\_\_\_  
 Lease Charge:  Mo.  Qtr.  Yr. \$ \_\_\_\_\_

19. Please identify other systems, if any, of the Property which are leased and not owned by Seller: \_\_\_\_\_

**INFORMATION ABOUT FOUNDATION AND INSPECTION REPORTS**

20. Have repairs been made to the foundation of the Property since its original construction?  Yes  No  Unknown  
 If "Yes", explain what repairs you know or believe to have been made: \_\_\_\_\_
21. Have you (Seller) obtained any written/ oral inspection and/or foundation report and/or notice from persons who regularly provide inspections (such as engineers, contractors, inspectors, any government agency, appraisers, mortgage lender or repair service) and who are either licensed or otherwise permitted by law to perform inspections?  Yes  No

SELLER'S DISCLOSURE NOTICE - PAGE 3 OF 7

1904 Bayshore Dr  
 PROPERTY ADDRESS: Flower Mound, TX 75022-5697

Seller's Initials \_\_\_\_\_  
 CBDFW (09/1/07)

Seller's Initials AR

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

If yes, attach copies and complete the following:

Report Date	Type of Inspection	Name of Inspector/ Company	No. of Pages

22. Do you (Seller) have a copy of the home inspection report(s) prepared when you purchased the Property?  Yes  No If yes, attach copies and complete the following

Report Date	Type of Inspection	Name of Inspector/ Company	No. of Pages

Do you (Seller) have a copy of the Seller's Disclosure you received when you purchased the property?  Yes  No If yes, attach a copy.

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

**MISCELLANEOUS INFORMATION ABOUT PROPERTY**

23. Is the Seller aware of any of the following conditions?

	YES	NO	UNKNOWN	IF "YES", EXPLAIN
ASBESTOS Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Any personal or business <b>BANKRUPTCY</b> pending which would affect the sale of the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Located on or near <b>CORP OF ENGINEERS</b> Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	corp owns Lake Grapevine
Defects in <b>FLOOR COVERING</b> (not visible; i.e. stains)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Any <b>DEATH</b> occurring on Property other than self-inflicted, by natural causes or accident unrelated to the condition of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unplatted/ Unrecorded <b>EASEMENTS</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Encroachments onto the <b>PROPERTY</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Improvements <b>ENCROACHING ON OTHERS' PROPERTY</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>FAULT</b> Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Previous property <b>FIRES</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Located in 100-Year <b>FLOOD PLAIN</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Any <b>FORECLOSURES</b> pending or threatened with respect to the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Urea formaldehyde <b>INSULATION</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>LANDFILL</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Any <b>NOTICES</b> of violation of deed restrictions or governmental ordinances affecting the condition or use of the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Previous Use of Premises for <b>Manufacture of Methamphetamine</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Lead-based PAINT</b> (Attach TAR -1906 Form if home build prior to 1978.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Room additions, structural modification, or other alterations or repairs made without necessary <b>PERMITS</b> or not in compliance with building codes in effect at that time	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Above-ground impediment to swimming <b>POOL</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Underground impediment to swimming <b>POOL</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Any <b>PROPERTY CONDITION</b> which materially affects the physical health or safety of an individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>RADON</b> gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
House <b>SETTLING</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>SOIL</b> Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Endangered <b>SPECIES/HABITAT</b> on property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Subsurface <b>STRUCTURES</b> (i.e. Pits, filled-in swimming pools)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SELLER'S DISCLOSURE NOTICE - PAGE 4 OF 7

PROPERTY ADDRESS: **1904 Bayshore Dr**  
**Flower Mound, TX 75022-5697**

Seller's Initials   *SL*   Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

CBDFW (09/1/07)

- Underground STORAGE TANKS
- Hazardous or TOXIC WASTE affecting the Property
- Diseased TREES (i.e. Oak Wilt)
- Holes in WALLS
- WETLANDS on Property
- WOOD ROT Damage Needing Repair

24. Is the Seller aware of any condition that has not been previously addressed in this disclosure statement that, in your opinion, is defective?  
 Yes  No  
 - If "Yes", explain: \_\_\_\_\_
25. If the Property is part of a group creating a homeowner's association, state the following information:  
 - Amount of Monthly dues or assessments: \$ 9800  
 - Name of Association: The Handlings  
 - Association Manager: Excel  
 - Payment of dues/assessments is:  Mandatory  Voluntary  
 - Seller's Percentage Ownership in Common Areas: \_\_\_\_\_ %  
 - Amount of Unpaid Dues or Assessments, if any: \$ 0  
 - Optional Membership: \$ n/a  
 - Is property affiliated with more than one association?  
 Yes  No  
 If "Yes", attach information to this notice.

26. Is the Property in a historic or conservation district that may have special restrictions?  
 Yes  No  Unknown  
 - If "Yes", explain: \_\_\_\_\_

27. The Property is currently serviced by the following utilities or systems (check as applicable):
- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Water       | <input type="checkbox"/> Sewer                  | <input checked="" type="checkbox"/> Septic |
| <input checked="" type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Natural Gas | <input checked="" type="checkbox"/> Cable  |
| <input checked="" type="checkbox"/> Local Phone | <input type="checkbox"/> Propane                | <input checked="" type="checkbox"/> Trash  |
| <input type="checkbox"/> Other _____            |   |  |

28. The water service to the Property is provided by (check as applicable):  
 City  Well  MUD  Coop

29. Are there any outstanding mechanics and materialmen's liens or lis pendens against the Property?  
 Yes  No  Unknown

**INFORMATION ABOUT DRAINAGE**

30. Has the Seller ever obtained a written or oral report about any improper drainage condition from any engineer, contractor, inspector, or expert?  
 Yes  No  
 - If "Yes", identify the report by stating the date of the report, the person or company who made the report, and its content: \_\_\_\_\_  
 - If "Yes", have you given a copy of each report to the Listing Broker?  Yes  No
31. Have repairs been made to the drainage of the Property since its original construction?  
 Yes  No  Unknown  
 - If "Yes", explain what repairs you know or believe to have been made: \_\_\_\_\_
32. Does the Seller know of any drainage issue that affects the home or surrounding property?  
 Yes  No  
 - If "Yes", explain: \_\_\_\_\_

33. Have there been any previous incidents of flooding or other surface water penetration into the house, garage, or accessory buildings of the Property?  
 Yes  No  Unknown  
 - If "Yes", when did the incident(s) occur and describe the extent of flooding or water penetration: \_\_\_\_\_

34. Have there been any previous incidents of flooding onto the Property?  
 Yes  No  Unknown  
 - If "Yes", when did the incident(s) occur and describe the extent of flooding or water penetration: \_\_\_\_\_

35. Is the Property covered by flood insurance?  Yes  No  
 If yes, attach "Information About Special Flood Hazard Areas", TAR No. 1414

**WOOD DESTROYING INSECTS**

36. Has the Seller ever obtained a written report about active termites or other wood destroying insects?  
 Yes  No  
 - If "Yes", identify the report by stating the date of the report, the person or company who made the report, and its content: \_\_\_\_\_  
 - If "Yes", have you given a copy of each report to the Listing Broker?  
 Yes  No

37. Has the Property been treated for termites or other wood destroying insects?  
 Yes  No  Unknown  
 - If "Yes", please state date of treatment: \_\_\_\_\_

38. Have there been any repairs made to damage caused by termites or other wood destroying insects?  
 Yes  No  Unknown  
 - If "Yes", explain what repairs you know or believe to have been made: \_\_\_\_\_

39. Do active termites or other wood destroying insects currently infest the Property?  
 Yes  No  Unknown  
 - If "Yes", explain: \_\_\_\_\_

40. Is there any existing termite damage in need of repair?  
 Yes  No  Unknown  
 - If "Yes", explain: \_\_\_\_\_

41. Is the Property currently covered by a termite policy?  
 Yes  No  
 - If "Yes", identify the policy by stating:  
 Name of Company issuing policy: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_  
 Date of policy renewal: \_\_\_\_\_

**INFORMATION ABOUT ENVIRONMENTAL CONDITIONS**

42. Is the Seller aware of any repairs or treatment, other than routine maintenance, for the following environmental hazards:

- Removal of asbestos?  Yes  No  Unknown
- Radon gas?  Yes  No  Unknown
- Treatment of mold  Yes  No  Unknown
- Lead based paint  Yes  No  Unknown
- Contaminated ground water  Yes  No  Unknown

- If "Yes", explain: \_\_\_\_\_

43. If the answer to any part of question #42 is "Yes", has the Seller ever obtained a written report addressing environmental hazards referred to in question #42 above?  Yes  No

- If "Yes", explain: \_\_\_\_\_

(Identify any reports by stating the date of the report, the person or company who made the report, and its content.)

**INFORMATION ABOUT SMOKE DETECTORS**

44. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 or the Health and Safety Code?\*  Yes  No  Unknown

If no or unknown, explain: \_\_\_\_\_

\*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.

**ACKNOWLEDGMENT BY SELLER**

• Seller \_\_\_\_\_ has  has not attached the property Survey to Seller's Disclosure.

• Seller states that the information in this disclosure is complete and accurate to the best of my knowledge and belief as of the date signed.

• Seller understands information in this statement will be disseminated by Listing Broker to prospective buyers and other brokers.

• The listing agent has not instructed Seller how to answer any question in this disclosure or suggested any answer to Seller or in any way sought to influence Seller to provide or omit any information or answers that are not absolutely true so far as the Seller knows.

• Seller(s) hereby Agree(s) to indemnify Listing Broker in any sale of The Property of and from any claim, loss or damage arising from any false representation of seller(s) contained in this disclosure statement.

• Seller to notify broker in writing if seller believes this seller's disclosure notice needs to be modified.

Oscar Renda      3-4-16

SELLER (SIGN AS NAME APPEARS ON TITLE)      DATE

PRINTED NAME: Oscar Renda

SELLER (SIGN AS NAME APPEARS ON TITLE)      DATE

PRINTED NAME: \_\_\_\_\_

SELLER'S DISCLOSURE NOTICE - PAGE 6 OF 7

PROPERTY ADDRESS: 1904 Bayshore Dr  
Flower Mound, TX 75022-5697

Seller's Initials OR      Seller's Initials \_\_\_\_\_  
CBDFW (09/1/07)

Buyer's Initials \_\_\_\_\_      Buyer's Initials \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER**

**NOTICE:** Such written information in this Seller's Disclosure Notice for the Property does not constitute the representations of the Listing Broker and other Broker participating in a sale transaction or their sales associates, employees, or agents.

The Listing Broker and any other Broker and their sales associates, employees, and agents are relying upon the written information provided by the Seller in this Disclosure Notice. **THIS IS NOT A WARRANTY. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY PRIOR TO CLOSING.**

Buyer is not relying upon any statement or representation by the Listing Broker or any other Broker or the sales associates, employees, and agents of the Brokers concerning the condition of the Property, zoning, the competency of inspectors, fitness of the property for any use, boundary lines, easements, square footage, school boundary lines, existing proposed or contemplated development, roads, airports or landfills near the property.

**NOTICES TO BUYER(S):** If you are basing your offers on square footage, measurements or boundaries, you should have those items independently measured to verify any reported information.

*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](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.*

Lake Front area property may be subject to local changes and flood plain restrictions. Therefore, Lake Front construction certificate or permits may be required for repairs or improvements. Contact the local government authorities for more information before beginning construction.

The undersigned Buyer(s) hereby acknowledge(s) receipt of this Seller's Disclosure Notice for the Property:

BUYER _____	DATE _____	BUYER _____	DATE _____
PRINTED NAME: _____		PRINTED NAME: _____	

SELLER'S DISCLOSURE NOTICE - PAGE 7 OF 7

1904 Bayshore Dr  
PROPERTY ADDRESS: Flower Mound, TX 75022-5697

Seller's Initials OK  
CBDFW (09/1/07)

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

**Addendum to  
Seller's Disclosure Notice Form Dated effective September 1, 2011**  
(Section 5.008, Texas Property Code)

Note: Effective September 1, 2011, Section 5.008 of the Texas Property Code requires a seller of residential real property to disclose the following items to a buyer per paragraph 7b of contract.

Concerning the property at 1904 Bayshore Drive Flower Mound TX  
(Street Address and City) 75022

This notice is an update of the original seller's 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 agency.

Is the Seller aware of any of the following conditions?

	<u>YES</u>	<u>NO</u>	<u>UNKNOWN</u>	<u>IF "YES", EXPLAIN</u>
Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

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

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

\_\_\_\_\_ Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.

Oscar Penda 3-4-16  
SELLER DATE SELLER DATE  
PRINTED NAME: OSCAR PENDA PRINTED NAME: \_\_\_\_\_

BUYER DATE BUYER DATE  
PRINTED NAME: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

## Average Utility Bills – Past 12 Months

Type	Company Name	High	Low	Average
Electric	TXU	2138	1300	1674
Water	Town of Flower Mound		1800 / 63	600
Gas	ATMOS	400	35	100
Cable	Directv	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Available

Please supply the following:

- Copy of plot plan/property survey (if available)
- Extra key(s)
- Security Codes or information (if applicable)
- If your home has a security system is it   x   owned    leased?

Coldwell Banker RES  
972-899-0634

Jstriegel@realtor.com  
www.jimstriegel.com

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### PLEASE RETURN WITH YOUR LISTING PAPERWORK



## Complete Home Feature Worksheet

If I were the buyer, what features would most excite me about this property? Tell me about your appliances, cabinet features, bathtubs, backyard, etc.

I will summarize the information and leave a copy in your home for showings.

Address \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_
- 11) \_\_\_\_\_
- 12) \_\_\_\_\_
- 13) \_\_\_\_\_
- 14) \_\_\_\_\_
- 15) \_\_\_\_\_

Coldwell Banker RES  
972-899-0634

Jstriegel@realtor.com  
www.jimstriegel.com

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**PLEASE RETURN WITH YOUR LISTING PAPERWORK**

## List of Recent Improvements or Additions

Buyers always want to know what has been added or updated, please list improvements, additions, and dates (if possible).

- 1) none
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_
- 11) \_\_\_\_\_
- 12) \_\_\_\_\_
- 13) \_\_\_\_\_
- 14) \_\_\_\_\_
- 15) \_\_\_\_\_

Coldwell Banker RES  
972-899-0634

Jstriegel@realtor.com  
www.jimstriegel.com

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TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT 1904 Bayshore Dr Flower Mound, TX 75022-5697

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

- (1) Type of Treatment System: [X] Septic Tank [ ] Aerobic Treatment [ ] Unknown
(2) Type of Distribution System: DRAIN FIELD [ ] Unknown
(3) Approximate Location of Drain Field or Distribution System: FRONT LAWN (WEST) [ ] Unknown
(4) Installer: [ ] Unknown
(5) Approximate Age: [ ] Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? [X] Yes [ ] No
If yes, name of maintenance contractor: A & M SEPTIC
Phone: 972-539-5247 contract expiration date: 8/1/16
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.
(2) Approximate date any tanks were last pumped? 2/4/16
(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? [ ] Yes [X] No
If yes, explain:
(4) Does Seller have manufacturer or warranty information available for review? [ ] Yes [X] No

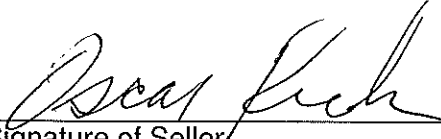
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (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 [X] Upon Request
(2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install 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) on 10/24/2002. 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.

<u>Facility</u>	<u>Usage (gal/day) without water-saving devices</u>	<u>Usage (gal/day) with water-saving devices</u>
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 an inspector of Buyer's choice.

 3-4-16  
Signature of Seller \_\_\_\_\_ Date  
Oscar Renda

\_\_\_\_\_  
Signature of Seller \_\_\_\_\_ Date

Receipt acknowledged by:

\_\_\_\_\_  
Signature of Buyer \_\_\_\_\_ Date

\_\_\_\_\_  
Signature of Buyer \_\_\_\_\_ Date



**BROKER REGISTRATION FORM  
SEALED BID AUCTION**

**Property: 1904 Bayshore Drive, Flower Mound, Texas**  
**Sealed Bids Due Date: Monday, April 11, 2016 by 12:00 NOON, Central Time, at the offices**  
**of DeCaro Luxury Auctions via e-mail: info@decaroauctions.com or via FAX:**  
**239.434.0882.**

To: DeCaro Real Luxury Auctions, Inc.

From: \_\_\_\_\_ Date: \_\_\_\_\_  
Realtor (Please Print)

Firm or Company: \_\_\_\_\_  
(Include Business Card)

Please register the following buyer as a client of \_\_\_\_\_  
Realtor  
\_\_\_\_\_ and \_\_\_\_\_  
Realtor Buyer

By virtue of this registration, I / we hereby request payment of the 2% commission (2% of the bid price) if my client is the successful bidder and the property ultimately goes to settlement, I / we shall expect the 2% commission at final settlement.

Realtor: \_\_\_\_\_  
Realtor Signature

I hereby agree to have the above-mentioned Realtor / Broker represent me at this auction. I / we understand the Terms and Conditions of the Sale.

\_\_\_\_\_  
Buyer's Signature Print Buyer's Name

\_\_\_\_\_  
Buyer's Signature Print Buyer's Name

A fee equal to two percent (2%) of the bid price will be paid by DeCaro Real Estate Auctions, Inc. to the licensed real estate broker whose prospect successfully bids and closes on the property. To qualify for commission the Licensed Real Estate Broker or Sales Person must first: a) Accompany their Prospect upon initial visit to open house and register the Prospect with a DeCaro representative at that time; b) Broker/Agent must also formally register prospect on DeCaro's Broker Registration Form with both Prospect and Sales Person signatures. Broker Registration Forms are available at open houses or by calling DeCaro Real Estate Auctions, Inc., 1.800.332.3767; c) Completed Broker Registration Forms must be received no later than 12:00 NOON (CT) on Monday, April 11, 2016. Fax completed Broker Registration Forms to: 239.434.0882 or email forms to: forms@decaroauctions.com. No commission is payable to any Licensed Broker/Agent by Seller. In addition, no commission on any property will be paid to registered Brokers/Agents acting as a principal in the purchase of the property.

**THIS PROPERTY IS SUBJECT TO PRE-AUCTION OFFERS AND SALE**

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