



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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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 1006 Robinhood
Brenham, TX 77833-2571

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?
_____ 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 <i>replaced 4/2017</i>	☒	☐	☐
Dishwasher <i>broken</i>	☒	☐	☐
Disposal	☒	☐	☐
Emergency Escape Ladder(s)	☐	☒	☐
Exhaust Fans	☒	☐	☐
Fences	☒	☐	☐
Fire Detection Equip.	☒	☐	☒
French Drain	☒	☐	☐
Gas Fixtures	☒	☐	☐
Natural Gas Lines	☒	☐	☐

Item	Y	N	U
Liquid Propane Gas:	☒	☐	☐
-LP Community (Captive)	☒	☐	☐
-LP on Property	☒	☐	☐
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	☒	☐	☐
Range/Stove	☒	☐	☐
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: <u>1</u>
Evaporative Coolers	☒	☐	☐	number of units: _____
Wall/Window AC Units	☒	☐	☐	number of units: _____
Attic Fan(s)	☒	☐	☐	if yes, describe: _____
Central Heat <i>ABR</i>	☒	☐	☐	☒ electric ☒ gas number of units: <u>1</u> <i>ABR</i>
Other Heat	☒	☐	☐	if yes, describe: _____
Oven	☒	☐	☐	number of ovens: <u>1</u> ☒ electric ☐ gas ☐ other: _____
Fireplace & Chimney	☒	☐	☐	☐ wood ☐ gas logs ☐ mock ☐ other: _____
Carport	☒	☐	☐	☐ attached ☐ not attached
Garage <i>(double)</i>	☒	☐	☐	☒ attached ☐ not attached
Garage Door Openers	☒	☐	☐	number of units: <u>1</u> number of remotes: <u>1</u>
Satellite Dish & Controls	☒	☐	☐	☐ owned ☐ lease from: _____
Security System	☒	☐	☐	☐ owned ☐ lease from: _____
Water Heater	☒	☐	☐	☒ electric ☐ gas ☐ other: _____ number of units: <u>1</u>
Water Softener	☒	☐	☐	☐ owned ☐ lease from: _____
Underground Lawn Sprinkler	☒	☐	☐	☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility	☒	☐	☐	if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-16

Initialed by: Buyer: _____ and Seller: *ABR*

Town & Country Realty and Mortgage, 1094 S. Austin Brenham, TX 77833
Debbie Bender

Phone: 979.830.8989

Fax: _____

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1006 Robinhood
Brenham, TX 77833-2571

Concerning the Property at _____

Water supply provided by: ☒ city ☐ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☒ yes ☐ no ☐ unknown

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

Roof Type: composition shingles Age: 2002 (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):

~~Dishwasher is not working, will not be repaired~~ REPLACED DSHWASHER
done Heater had repairs on 3/16/17
done Replaced capacitor on the blower motor. done 4/20/17

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	☒	
See attached inspection Foundation Report		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Some cracks in some sheetrock walls
(see attached foundation report)
One bedroom closet door needs adjustment; master bedroom door needs adjustment.

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	<u>unknown</u>	☒
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 Pt. Hazards		☒
Encroachments onto the Property		☒
Improvements encroaching on others' property		☒
Located in 100-year Floodplain		☒
Located in Floodway		☒
Present Flood Ins. Coverage (If yes, attach TAR-1414)		☒
Previous Flooding into the Structures	☒	
Previous Flooding onto the Property	☒	
Located in Historic District		☒
Historic Property Designation		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒

Condition	Y	N
Previous Foundation Repairs	☒	
Previous Roof Repairs		☒
Other Structural Repairs		☒
Radon Gas		☒
Settling	☒	
Soil Movement	<u>unknown</u>	
Subsurface Structure or Pits		☒
Underground Storage Tanks		☒
Unplatted Easements		☒
Unrecorded Easements		☒
Urea-formaldehyde Insulation		☒
Water Penetration	☒	☒
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	<u>not done</u>	☒
Previous Fires	<u>Not active</u>	☒
Termite or WDI damage needing repair		☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒

(TAR-1406) 01-01-16

Initialed by: Buyer: _____

and Seller: AR

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Concerning the Property at _____

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

- ① Brenham had 32" of rain 5-2016, partial flooding on patio came thru sliding doors to Y2 of den, carpet removed immediately, flooring replaced. Had Glasco Landscaping install French drain around patio June 2016. ② Ceiling in garage had crack + was repaired. ③ Master bedroom closet wall + wall under window next to closet had 2 small mildew stains 4/10/16. ④ Bug Doctor inspected for termites mkl-2016 - No active termites found, no report provided. Contractor 2-2016.

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

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

* Home was treated for termites prior to Parents (Gus Teckle Rust) ownership.

Section 5. 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 or not in compliance with building codes in effect at the time.

☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____

Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☒ 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.

Concerning the Property at 1006 Robinhood Brenham, TX 77833-2571

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

Section 6. Seller has ☒ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
2016	Foundation	Nova Tech Foundation Repair LLC	5

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 inspectors chosen by the buyer.

Section 8. 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 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes ☒ no

Section 10. 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 11. 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.

Concerning the Property at _____

1006 Robinhood
Brenham, TX 77833-2571

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

Arlene G. Rust 3/25/17
Signature of Seller Date Signature of Seller Date
Printed Name: Arlene G. Rust 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 www.txdps.state.tx.us. 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 you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: City of Brenham
Sewer: City " "
Water: City " "
Cable: SuddenLink
Trash: City
Natural Gas: City
Phone Company: N/A
Propane: NO

phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____

- (5) 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: _____



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 1006 Robinhood Brenham
(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 one 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 _____	<u>Arlene S. Rust</u> <u>1/30/2017</u>	Seller _____	Date _____
			Arlene Rust	
Buyer _____	Date _____		Seller _____	Date _____
			<u>Town & Country Realty & Mortgage</u> <u>1-30-17</u>	
Other Broker _____	Date _____		Listing Broker _____	Date _____
			Debbie Bender	

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, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR 1906) 10-10-11

TREC No. OP-1

Nova Tech Foundation Repair, LLC
2668 HWY 36 South #304, Brenham, Texas 77833
(979) 836-2080 Toll Free (888) 801-8010 Fax (979) 836-3212

CONTRACT

STATE OF TEXAS

This agreement is made and entered into this 14th day of April, 2016 by and between Rust Estate, Owner(s), of Washington County, in the State of Texas and Nova Tech Foundation Repair, LLC (Contractor), known herein as NTFR, of Washington County, in the State of Texas.

Work to be performed at the premises locally known as 1006 Robinhood Rd. in the City of Brenham, State of Texas, 77833 (zipcode).

In exchange for the Owner's promises and agreements described below, NTFR agrees to do the following:

Underpin and raise sections of the structure as shown in the attached drawing to as near the original grade as practically possible using 45 piles under the foundation of the structure, as shown on the attached drawing and made part of this contract.

In accordance with the Specifications, General Conditions, Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

1. NTFR will provide all labor, materials, and equipment required to complete work. NTFR will perform the work in a good and workmanlike manner. Owner will supply NTFR with water and electricity. If Owner fails to supply electricity, NTFR will provide a generator at \$100.00 per day.
2. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28-day test concrete.
3. Piles will be installed at the location, as per attached drawing, and in the manner specified by NTFR.
4. Piles will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the pile to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
5. After the piles have been installed, the jacking or raising will be continued until, in the sole opinion of NTFR, further raising will produce or create damage to the foundation or structure.

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and may cause or create new damage by movement or lack of movement.
3. NTFR has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings or personal property without regard to when or where said damage occurs.
4. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials may crack, wrinkle, or break. Therefore it is agreed between Owner and NTFR that this contract does not include repairing or replacing any materials or systems not specifically included in this contract. It is also agreed that NTFR shall not be responsible for trees, shrubs, other plants, sprinklers, lighting, or other items that might be damaged when the work is performed. NTFR shall not be responsible for the cost of any such repairs.
5. **IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED, SUCH AS INADEQUATE REINFORCING STEEL, SHALLOW GRADE BEAMS, AND/OR OTHER STRUCTURAL DEFICIENCIES. THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE.**
6. If any strata of rock is encountered while digging to install the piles, there will be an additional charge of **\$25.00** per hole.
7. If grade beams are found to be deeper than thirty-two inches (32") after work has begun, there will be an additional charge of **\$25.00** per foot per hole.
8. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. The extra fee will be **\$200.00** per pier.
9. If any concrete that needs to be broken out for work to be performed is thicker than six inches (6"), there will be an additional charge of **\$50.00** for every six inches of concrete per hole.
10. Foundation maintenance will continue to be necessary after foundation repair is performed. If maintenance and upkeep is not performed by Owner it can affect the performance of the foundation, therefore affecting the performance of repairs and the warranty.
11. In order to be binding on NTFR, this contract must be signed by all Owners, in the spaces provided below, and returned to NTFR

Initials: _____

within 120 days from April 14, 2016.

SPECIAL CONDITIONS

N/A

GUARANTEE

Each Owner or authorized person(s) need(s) to initial in the boxes under the level of warranty you wish to pay for:

LIFETIME TRANSFERABLE WARRANTY

Payment of Twenty one thousand five hundred fifty and 00/100 dollars, \$21,550.00

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed.

TEN YEAR TRANSFERABLE WARRANTY

Payment of Seventeen thousand fifty and 00/100 dollars, \$17,050.00

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed. **Options:** 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the ten (10) year period for \$4,500.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the structure, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$200.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

FIVE YEAR TRANSFERABLE WARRANTY

Payment of Fourteen thousand eight hundred and 00/100 dollars, \$14,800.00

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed,

Initials: _____

concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to our company for a claim to be processed.

Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the five (5) year period for \$6,750.00 or to the ten (10) year for \$2,250.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the structure, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$200.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

NO WARRANTY

Payment of Eleven thousand six hundred and 00/100 dollars, \$11,600.00

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If any adjustments are required within the first six (6) months after work was completed due to settlement of more than one inch (1") in thirty horizontal feet (30') where underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles or installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed. After the warranty expiration, any adjustments necessary to NTFR's piles will be done at a price of \$200.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. PAYMENT IN FULL OF CONTRACT IS NOT RECEIVED WITHIN 30 DAYS OF JOB COMPLETION.
2. THE STRUCTURE HAS BEEN ALTERED OR MODIFIED, SUCH AS ADDITIONS, WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PROPER WRITTEN APPROVAL OF NTFR.
3. THE STRUCTURE IS DAMAGED BY FIRE, FLOOD, OR STORM DAMAGE TO A SUBSTANTIAL DEGREE. FLOOD DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, SIGNIFICANT WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
4. THE STRUCTURE IS SITED ON A FAULT.
5. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.
6. THE FOUNDATION IS UNDERMINED (E.G. SOIL SLUMPING, EROSION, CREEK BEDS, EXCAVATIONS, POOR DRAINAGE, ETC.)
7. ASSIGNMENT IS NOT PROPERLY MADE WHEN CHANGE OF OWNERSHIP OF THE ABOVE STATED PROPERTY OCCURS IN ACCORDANCE WITH THE PROCEDURES OF TRANSFER.

If the Owner has not received written warranty within 90 days after completion of the repairs, he or she should immediately contact the **NOVA TECH FOUNDATION REPAIR, LLC** office at 2668 HWY 36 S #304, Brenham, Texas 77833 or at (979) 836-2080.

IN THE EVENT THAT NTFR AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS WITHIN THE AREA, AND WHO IS ACCEPTABLE TO NTFR AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

ASSIGNMENT

The warranty is assignable by the Owner of this contract if NTFR is notified within thirty (30) days of closing by the Owner of this contract in accordance with the procedures in affect at the time of transfer and upon receipt of the transfer fee established by NTFR. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THE WARRANTY IS VOID.

PAYMENT

Payment is required to be paid as follows:

Initials: _____

One-half (1/2) is due prior to beginning work. Balance is due upon completion. Or under the following conditions:
n/a

If payment is not made under the above written conditions, a 1.5% finance charge per 30 days will be incurred on any open balance.

This written contract is the total agreement by and between Owner and Nova Tech Foundation Repair, LLC. If this contract is altered by any person other than an authorized representative of NTFR, this contract shall be considered void.

By 
 Date April 14, 2016

The above prices, specifications and conditions are satisfactory and are hereby accepted. Nova Tech Foundation Repair, LLC is now authorized to perform the work specified. Payment will be as stated above. Work will not be scheduled until receipt of the signed contract.

"This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code."

_____ Owner Signature	_____ Date
_____ Owner Signature	_____ Date
_____ Owner Signature	_____ Date
_____ Owner Signature	_____ Date

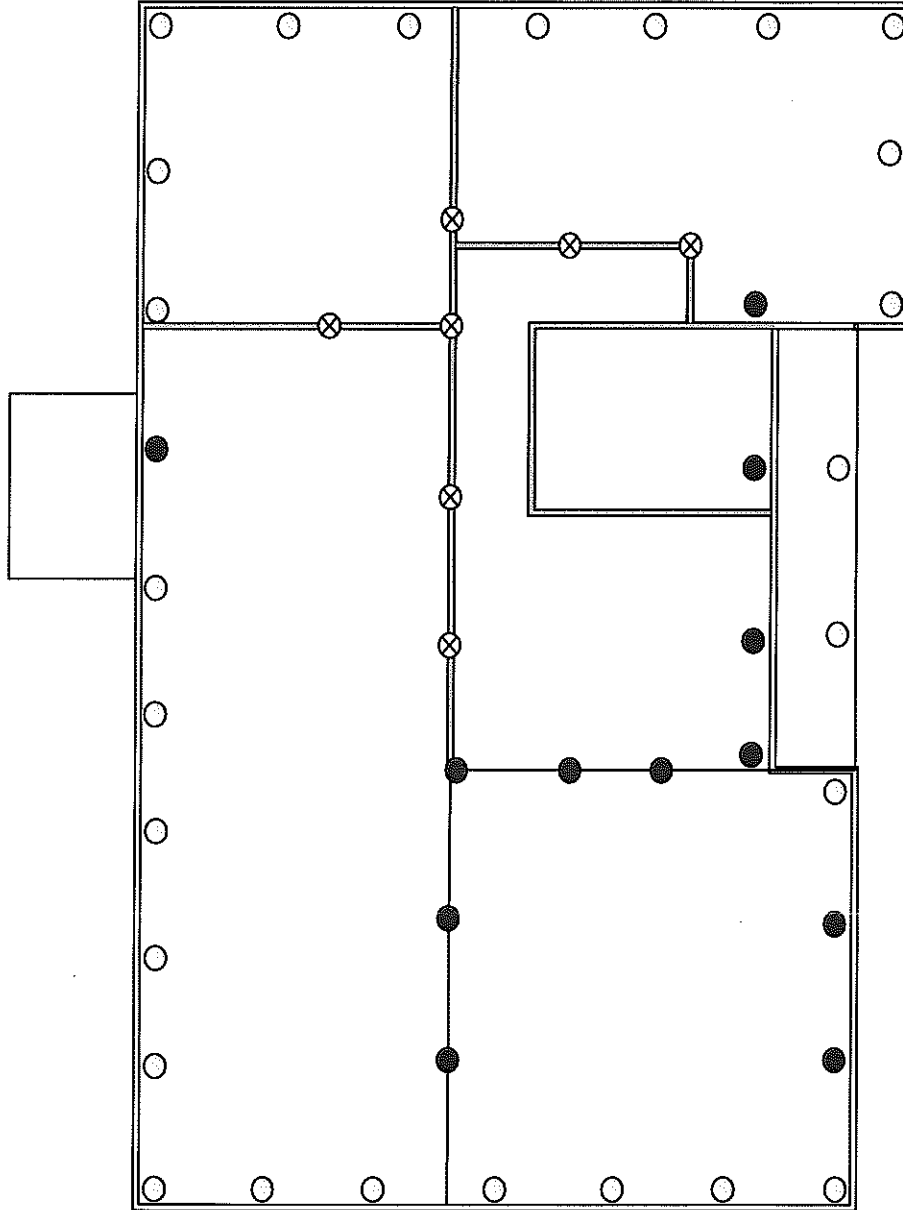
Initials: _____

NOVA TECH FOUNDATION REPAIR

Quality is our foundation, Make it yours.®

Page 5 of 5

NOVA TECH FOUNDATION REPAIR Quality is our foundation, Make it yours.®	Nova Tech Foundation Repair, LLC 2668 Hwy 36 S #304 Brenham, TX 77833 979-836-2080 (phone) 979-836-9212 (fax)		Gus & Tekla Rust 1006 Robinhood Rd. Brenham, TX 77833		DRAWING DATE 4/14/2016	DRAWN BY JRN	DESCRIPTION Foundation repair plan	SCALE 1: 120	NOTES Estimated location of piles	FILENAME 20160414 Drw
	TITLE Pile Diagram									



Legend		
Legend Subtitle		
Symbol	Count	Description
●	12	New Exterior Pile w/ Break-Out
○	26	New Exterior Pile
⊗	7	New Interior Pile

** Estimated location of piles only

BRENNHAM HEATING & AIR CONDITIONING CO.

P. O. Box 357 / 2305 S. Market
Brenham, Texas 77834-0357
979-836-5653 Fax 979-836-5320
TACL017157C

Invoice

Date	Invoice #
3/20/2017	31799

Bill To ARLENE GUS RUST 1006 ROBINHOOD BRENNHAM TX 77833

Account

P.O. #	Terms
	Net 15

Description	Quant...	Price	Amount
SERVICE CALL: 03/16/2017 HEAT NOT COMING ON Checked system and found bad capacitor on blower Replaced capacitor and checked for proper operation Motor is not in best shape but running			
1 - P291-0504 capacitor		12.70	12.70T
LABOR		86.00	86.00

PLEASE RETURN ONE COPY WITH PAYMENT

WE ACCEPT MAJOR CREDIT CARDS
VISA & MASTERCARD PREFERRED

Sales Tax (8.25%)	\$1.05
Total	\$99.75

All claims and returned goods MUST be accompanied by this bill. All bills due and payable in Brenham, Washington County, Texas. Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711. 800-803-9202, 512-463-6599



NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1006 Robinhood, Brenham, TX 77833-2571

(Address of Property)

- AR*
A. For an additional sum of \$ 550⁰⁰ and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

White GE Refrigerator (Older model) #150⁰⁰

White Whirlpool Washer (Estate) Model # TAWS700EQ2 Serial # CK2062913 \$100⁰⁰

White Frigidaire Dryer Model # FER211AS1 Serial # XD21614204 \$100⁰⁰

32" AOC EMVISON SERIES TELEVISION \$200⁰⁰

AR

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Buyer

Arlene Rust
Seller

Arlene Rust

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)