

Note: Restrictive covenants as recorded in Slide 1107/B FBPR; V-1059, P-152, V-1077, P-448, V-1672, P-769, V-1872, P-1684, V-1899, P-231, V-2077, P-440, V-2246, P-880, V-2246, P-933, V-2470, P-1733, V-2470, P-2262; FBPF# 9160783, 9272654, 9559558.
 Note: Agreement with HL&P as recorded in FBPF# 9140700.
 Note: Agreement with Cable T.V. as recorded in V-1903, P-1722 FBOR.

BUYER Virgil Bruce McFarland 2718 Gregway Lane
 Marilyn McFarland

DESCRIBED PROPERTY Lot 32, Block 2 of PLANTATION PARK AT FIRST COLONY, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slide 1107/B and 1108/A of the Plat Records of Fort Bend County, Texas.

Virgil Bruce McFarland *Marilyn McFarland*

WESTAR LAND SURVEYORS, INC.
 P. O. BOX 669 • ALVIN, TX 77512-0669
 (281) 388-1159 • (888) 339-1159
 G.F. 375-02-5322
 Date: 12/19/02
 Inv.#: 12179
 JOB# 12179



I do hereby certify that this survey was this day made on the ground of the property legally described hereon, (or on the attached sheet), and is correct, and there are no encroachments unless shown, and was done by me or under my supervision, and conforms to or exceeds the current standards as adopted by the Texas Board of Professional Land Surveying.
 Note: There are no natural drainage courses on this property.
 Note: This property does not lie in a flood hazard zone according to H.U.D./F.I.A.
 480304 0255 J 1-3-97 Zone X
[Signature]

**T-47.1 RESIDENTIAL REAL PROPERTY DECLARATION IN LIEU OF AFFIDAVIT
(Provided in accordance with Texas Civil Practice and Remedies Code Section 132.001)**

Date: 10/13/2025 GF No. _____
Declarant: Elaine Ahrens, by Denise Gilmore, as Attorney-in-Fact
Description of Property: 2718 Gregway Lane, Missouri City, TX 77459
County Fort Bend County, Texas
Date of Survey: 12/19/2002

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

The undersigned declares as follows:

1. I am an owner of the Property. (Or state other basis for knowledge of the Property, such as lease, management, neighbor, etc. For example, "Declarant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of my actual knowledge and belief, since the Date of the Survey, there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications(such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

NONE

5. I understand that Title Company is relying on the truthfulness of the statements made in this Declaration to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Declaration is not made for the benefit of any other parties and does not constitute a warranty or guarantee of the location of improvements.

6. I understand that I have no liability to Title Company should the information in this Declaration be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.
7. ALL STATEMENTS IN THIS DECLARATION ARE TRUE TO THE BEST OF MYKNOWLEDGE. I UNDERSTAND THAT ANY PERSON INTENTIONALLY MAKING A FALSE STATEMENT MAY BE LIABLE FOR ACTUAL AND/OR PUNITIVE DAMAGES.

<p>My name is Elaine Ahrens, by Denise Gilmore, as Attorney My date of birth is _____ and my address is 2718 Gregway Lane Missouri City, TX 77459</p>	<p>My name is _____ My date of birth is _____ and my address is _____</p>
<p>I declare under penalty of perjury that the foregoing is true and correct.</p>	<p>I declare under penalty of perjury that the foregoing is true and correct.</p>
<p>Executed in Fort Bend County, State of Texas, on the 13 day of October, 2025.</p>	<p>Executed in _____ County, State of _____, on the _____ day of _____, _____.</p>
<p>Signed: <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; align-items: center;"> <i>Elaine Ahrens, by Denise Gilmore, as Attorney-in-Fact</i> dotloop verified 10/13/25 12:25 PM CDT 9BVU-P959-K90H-EDOE </div> Declarant</p>	<p>Signed: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Declarant</p>



**FIRST COLONY MUNICIPAL UTILITY DISTRICT NO. 9
OF FORT BEND COUNTY, TEXAS
AMENDMENT TO INFORMATION FORM**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

FIRST COLONY MUNICIPAL
UTILITY DISTRICT NO. 9 §

Pursuant to V.T.C.A., Texas Water Code, Sections 49.452 and 49.455, as amended, the Board of Directors of First Colony Municipal Utility District No. 9, now gives the following Amendment to Information Form and revised Notice to Purchasers form to all sellers and purchasers of real estate situated in the District. We do hereby certify that the only modifications to be made by this amendment are changes to item numbers 3 and 9 as follows:

- 3. The most recent rate of taxes levied by the District on property within the District is \$0.04 per \$100 of assessed valuation for debt service purposes and \$0.0849 per \$100 of assessed valuation for maintenance purposes, for a total tax rate of \$0.1249 per \$100 of assessed valuation, equalized at 100% of fair market value.
- 9. The form of Notice to Purchasers required by Section 49.452, Texas Water Code, which is to be furnished by a seller to a purchaser of real property in the District, is as follows:

**NOTICE TO PURCHASER OF
SPECIAL TAXING OR ASSESSMENT
DISTRICT**

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

The real property that you are about to purchase is located in the First Colony Municipal Utility District No. 9 and may be subject to district taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$0.1249 on each \$100 of assessed valuation. The District may impose assessments and issue bonds and impose an assessment in payment of such bonds. The total amounts of bonds payable wholly or partly from property taxes, excluding refunding bonds that are separately approved by the voters and excluding any bonds or any portions of bonds issues that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters are: (i) \$36,340,000 for water, sewer, and drainage facilities. The aggregate initial principal amounts of all such bonds issued are: \$36,340,000 for water, sewer, and drainage facilities.

The District is located wholly or partly within the corporate boundaries of the City of Missouri City, Texas. The municipality and the District overlap, but may not provide duplicate services or improvements. Property located in the municipality and the District is subject to taxation by the Municipality and the District. The purpose of the District is to provide water, sewer, drainage, or flood control facilities and services. The cost of district facilities is not included in the purchase price of your property.

Date

Elaine Abrams, by Denise Gilmore, as Attorney-in-Fact
dotloop verified
10/13/25 12:20 PM CDT
BLUU-HMQD-JTDU-Y9FU

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OF PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to the execution of a binding contract for the purchase of the real property described in such notice or at closing of the purchase of the real property.

Date

Signature of Purchaser

Issued by: First Colony Municipal Utility District No. 9

Date: _____

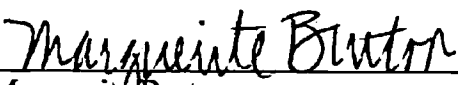
Telephone Number: (713) 739-1060

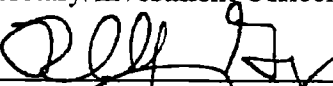
We, the undersigned, being the duly chosen members of First Colony Municipal Utility District No. 9 of Fort Bend County, Texas, each for himself, affirm and declare that the above is true and correct to the best of our knowledge and belief.

WITNESS OUR HANDS THIS 26th day of September, 2024.

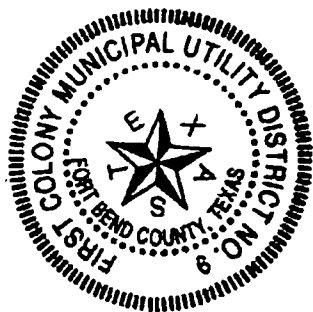

Rod Castells, President


Gary P. Perry, Vice President


Marguerite Burton,
Secretary/Investment Officer


Randall Grogan, Asst. Secretary/Treasurer


Carl A. Brown, Director




(DISTRICT SEAL)

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was affirmed and acknowledged before me on September 26, 2024, by Rod Castells, Gary Perry, Marguerite Burton, Randall Grogan and Carl A. Brown, members of the Board of Directors of First Colony Municipal Utility District No. 9 of Fort Bend County, Texas, in the capacity herein stated.

(SEAL)


Notary Public in and for the
State of T E X A S



After recording, return to:
Bacon, Wallace & Philbin, LLP
6363 Woodway, Suite 800
Houston, Texas 77057

AMENDMENT TO INFORMATION FORM OF
FIRST COLONY LEVEE IMPROVEMENT DISTRICT
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

We, the undersigned, constituting a majority of the members of the Board of Directors of First Colony Levee Improvement District of Fort Bend County, Texas (the "District"), do hereby make, execute and affirm this Amended Information Form in compliance with TEXAS WATER CODE § 49.455 and 30 TEXAS ADMIN. CODE §293.92. We do hereby certify as follows:

1. The most recent rate of taxes levied by the District on all property within the District is \$0.10 per \$100 of assessed valuation.
2. The form Notice to Purchasers required by Texas Water Code, Section 49.452, as amended, to be furnished by a seller to a purchaser of real property in the District is attached hereto as **Exhibit A** and incorporated herein for all purposes.

[EXECUTION PAGE FOLLOWS]

WITNESS OUR HANDS this 26th day of September, 2025.

Scott Jacobson, President

Debra Coffman, Vice President/Asst. Secretary

Robert McBride, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Scott Jacobson, Robert McBride, and Debra Coffman known to me to be the persons and officers whose names are subscribed to the foregoing instrument and affirmed and acknowledged that said instrument is correct and accurate to the best of their knowledge and belief, and that they executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of September, 2025.

(NOTARY SEAL)

Notary Public, State of Texas

After recording, return to: Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attention: Carli Trojcek.

Exhibit "A"

NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in the First Colony Levee Improvement District (the "District") and may be subject to District taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$0.10 on each \$100 of assessed valuation.

The bonds of the District have been fully paid and no bonds remain outstanding.

The District is located wholly or partly within the corporate boundaries of the City of Missouri City and Sugar Land. The municipalities and the District overlap but may not provide duplicate services or improvements. Property located in the municipalities and the District is subject to taxation by the municipalities and the District.

The purpose of the District is to provide drainage and flood control facilities and services. The cost of District facilities is not included in the purchase price of your property.

[EXECUTION PAGE FOLLOWS]

SELLER:

(Date)

<i>Elaine Ahrens, by Denise Gilmore, as Attorney-in-Fact</i>	dotloop verified 10/13/25 12:20 PM CDT LMBG-QTDO-F7YK-4TRW
--	--

Signature of Seller Elaine Ahrens, by Denise Gilmore, as Attorney-in-Fact

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of real property or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

(APPROPRIATE ACKNOWLEDGMENTS)

AFTER RECORDING, return to: _____.



ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION
(NOT FOR USE WITH CONDOMINIUMS)
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT



2718 Gregway Lane, Missouri City, TX 77459

(Street Address and City)

First Colony Community Services Assoc.

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer does does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$250 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), Buyer Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer

Elaine Alvrens, by Denise Gilmore, as Attorney-in-Fact
Seller

dotloop verified
10/13/25 12:20 PM CDT
WTTJ-DZV4-LRRP-DZST

Buyer

Seller



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 intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.