



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

**Bengals Bend, TX 77879**

(Street Address and City)

**Birch Creek Village HOA**

**713-416-4752**

(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 the Subdivision Information at Buyer's expense. Buyer is deemed to receive the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. 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.
- ☐ 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 \$200 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. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.

**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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
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. 36-11. This form replaces TREC No. 36-10.



# SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS



THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

**CONCERNING THE PROPERTY AT:** TBD Bengals Bend Somerville 77879  
(Street Address and City)

**1. Definitions.** For the purposes of this form the following definitions, with notes, apply.

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.  
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsidence District, or other special district or authority that regulates the drilling or operation of Water Wells.  
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.  
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water Right.]
- E. **"Water Well"** means an artificial excavation that is drilled or dug for the purpose of exploring for or producing Groundwater.  
[Note: The drilling and operation of a Water Well may be regulated, restricted, or prohibited in a Groundwater District. Subdividing a property may impact rights related to drilling or operating a Water Well. A Water Well may be owned and operated by individuals, groups, cooperatives, associations, or other entities.]

**2. Information Related to Groundwater and Water Wells.** [Attach additional sheets as necessary.]

- A. Is any portion of the Property located in a Groundwater District? ☒ Yes ☐ No ☐ Unknown  
If yes, identify the district and its website: Post Oak Savannah Ground Water Conservation District
- B. Is Seller aware of one or more Water Wells on the Property? ☐ Yes ☒ No  
If yes:  
(1) The total number of Water Wells known to Seller is \_\_\_\_\_  
(2) The number of Water Wells known to Seller that are currently in use is \_\_\_\_\_  
(3) The number of Water Wells known to Seller that are not currently in use and have been capped, covered, plugged, or abandoned is \_\_\_\_\_  
(4) Identify any registrations or permits (by number) from a Groundwater District for the Water Wells on the Property: \_\_\_\_\_
- C. If the answer to 2B is yes, complete the following to the extent known.  
☐ (1) All Water Wells on the Property are owned or operated solely by Seller for the sole benefit of the Property.  
☐ (2) The following Water Wells: (i) are owned or operated by the person identified; (ii) benefit the identified beneficiary; and (iii) are governed by the identified agreements or understandings (attach additional sheets for each Water Well):  
Water Well: \_\_\_\_\_  
Owners/Operators: \_\_\_\_\_  
Beneficiary: \_\_\_\_\_  
Agreement or Understanding: \_\_\_\_\_

## Seller's Disclosure About Groundwater and Surface Water Rights

Bengals Bend, TX 77879

(Address of Property)

- D. Is Seller aware whether the Property receives water from a Water Well located on another property (not including water from a city, municipal utility district or other special district, water supply corporation, or private water company)? ☐ Yes ☒ No If yes, describe the Water Well and identify any agreements or understandings governing access to the water:

- E. Is Seller aware whether a Water Well on the Property relies in whole or in part on Groundwater rights owned or leased from land outside the boundaries of the Property? ☐ Yes ☐ No If yes, describe the Groundwater rights owned or leased:

- F. Is Seller aware whether any of the Groundwater rights to the Property have been severed, sold, or leased in whole or in part with or without the right to drill or operate a Water Well on the Property? ☐ Yes ☐ No If yes, describe the Groundwater rights severed, sold, or leased:

### 3. Information Related to Surface Water. [Attach additional sheets as necessary.]

- A. Does Seller own any Surface Water Right associated with the Property ☐ Yes ☐ No

If yes:

- (1) Identify the applicable Surface Water Right by its permit, filing, or certification of adjudication number: \_\_\_\_\_
- (2) If more than one person owns an interest in any Surface Water Right identified in 3A(1), identify each person and their respective ownership interest: \_\_\_\_\_

- B. Is there a pond, lake, or water tank on the Property, whether currently with or without water?

☐ Yes ☒ No

### Notices to Buyer and Seller:

- (1) Statutes, rules, regulations, and court rulings concerning Groundwater, Water Wells, Groundwater rights, surface water, and Surface Water Rights (collectively, **Water Rights**) are multifaceted and may be complex.
- (2) The Seller may not have complete knowledge or understanding of the Water Rights related to or affecting the Property.
- (3) Water Rights that relate to the Property may be held by others. To determine the extent and application of Water Rights related to Property, consult an attorney who can examine the title to the Property and issues regarding Water Rights.
- (4) Rules and regulations of Groundwater Districts regarding Water Wells differ from district to district and should be reviewed if the Property has an existing or potential future Water Well. Some Groundwater Districts have ad valorem taxing authority and others do not. Consult the local Appraisal District for applicable taxes and tax rates.
- (5) If the parties need or intend to reserve, specifically except, or separately convey Water Rights related to the Property, each party should consult an attorney before signing a binding contract to purchase or sell the Property.

*Lucas Mevette* dotloop verified  
07/10/26 2:35 PM MDT  
NOGY-3JAZ-K9VX-FS29

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date



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# Post Oak Savannah Groundwater Conservation District

310 East Ave C  
Milano, TX 76556  
512-455-9900  
admin@posgcd.org

## NOTICE

of the regulatory authority of the

### POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT

The Post Oak Savannah Groundwater Conservation District (POSGCD) is a political subdivision of the State of Texas with responsibility to preserve, conserve and protect the groundwater resources of Burleson and Milam Counties. POSGCD's \*statutory authority is defined in Chapter 36 of the Texas Water Code. The POSGCD is governed by a Board of Directors appointed by the Commissioner's Courts of Milam and Burleson Counties.

All land and the groundwater thereunder are under the jurisdiction of POSGCD and all existing water wells are subject to registration with the POSGCD. Additionally, any new well must be registered with the POSGCD prior to drilling. Failure to comply with these requirements may result in civil penalties and, in extreme cases, may involve mandatory well closure as prescribed by POSGCD rules.

In the case of change of ownership of real property, the new property ownership is complete once the documentation of said property is complete with Burleson or Milam County Appraisal Districts thus transferring the well registration documents to their name. The disclosure of a well is the sole responsibility of the seller prior to official closing of the property.

If a well proves to be unregistered and not in good standing, it must immediately be registered with the District and there is no fee to do so. POSGCD's rules and management plan are available at [www.posgcd.org](http://www.posgcd.org). Its business office is located at 310 E Ave C, Milano, Texas 76556. Questions regarding the well registration records to new owners may be directed to POSGCD's staff at (512) 455-9900.

*I hereby certify that I have received notice of the POSGCD*

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Signature

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Date

\*Post Oak Savannah Groundwater Conservation District (POSGCD) is a political subdivision of the State of Texas and groundwater conservation district created and operating under and by virtue of Article XVI, Section 59, of the Texas Constitution; Texas Water Code Chapter 36; the District's enabling act, Act of May 27, 1989, 71<sup>st</sup> Legislature, Regular Session, Chapter 524 (House Bill 3172), as amended by Act of April 25, 2001, 77<sup>th</sup> Legislature, Regular Session, Chapter 22 (Senate Bill 404), Act of May 7, 2009, 81<sup>st</sup> Legislature, Regular Session, Chapter 64 (Senate Bill 1755), and Act of May 27, 2015, 84<sup>th</sup> Legislature, Regular Session, Chapter 1196, Section 2 (Senate Bill 1336)(omnibus districts bill); and the applicable general laws of the State of Texas; and confirmed by voters of Bell County on August 21, 1999.