

# TEXAS REALTOR

MAY/JUNE 2026

SUCCEED IN TEXAS REAL ESTATE

## FORM CHANGES

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- 1. TEXAS REALTORS®** agrees to:
  - Explain changes in 11 existing and 2 new TREC contracts; and 14 existing and 4 new Texas REALTORS® forms. *See page 12.*
  - Answer questions from members who call the Legal Hotline: 512-480-8200.
- 2. Members of TEXAS REALTORS®** will:
  - Use the revised and new forms by June 15, 2026.
  - \_\_\_\_\_ Initialed by REALTOR®



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TEXAS REALTORS \$3.50



What sellers want most from real estate agents



Level of services provided



Number of agents contacted before finding one

## LOCAL

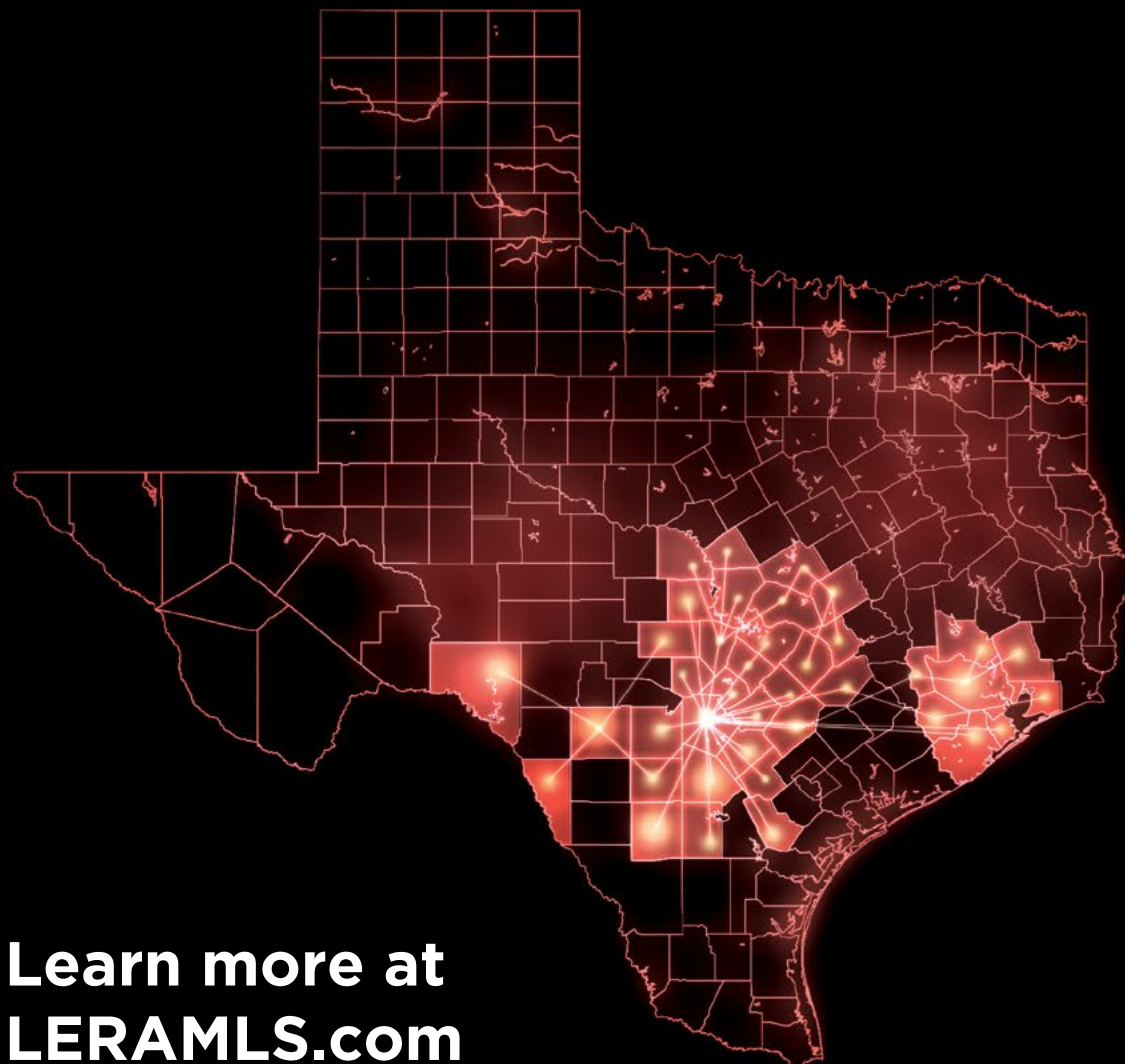
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**CHANGE OF ADDRESS OR EMAIL**  
 Members should always send postal address or email changes to their local association.

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# CHAIRMAN'S CORNER

## IF YOU'RE LIKE I WAS A FEW YEARS AGO, you've probably seen the messages about association committee signups and thought, "That's great ... for someone else."

I know, I know. We're all busy. Between clients, contracts, and everything else this business demands, adding one more thing can feel like a stretch.

For me, my perspective changed when I went through the Texas REALTORS® Leadership Program. That experience opened my eyes to just how much work is being done by our association to protect and promote our industry—the advocacy, the policy decisions, the conversations happening every single day that directly impact the way we do business.

And here's what really stuck with me: Those decisions were being made by other members—people just like me—whether I was there or not.

That was a turning point. I didn't want to sit on the sidelines while decisions that affected my business were being made. I wanted a seat at the table. I wanted my voice to be heard.

So I got involved. And I'll be honest—it was a total game changer.

Getting involved deepened my understanding of the industry in a way I never expected. It connected me with other professionals facing the same challenges (because, let's be real—this job can feel isolating), and it made me a better resource for my clients. Most importantly, I got to see real results come from conversations I was a part of.

That's the power of a member-driven organization.

I encourage you to take a look—not at everything—but at something. You don't need prior experience or a perfectly mapped-out plan. You just need a willingness to show up.

Because when members get involved, things move. Voices are heard. And our industry is stronger because of it.

So when you see that signup message, don't scroll past it. Better yet, go to [texasrealestate.com/committees](https://texasrealestate.com/committees) right now and volunteer.

Take a seat at the table.



ONE MORE THING...

I'm not here to sell you a 5 a.m. ice plunge—although I love them!—but I'm a big believer in "Win the morning = Win the day." I'm up before the sun, taking care of myself, and then using quiet time to get my day planned. I knock out one meaningful task early, even if it's boring. *Especially* if it's boring.

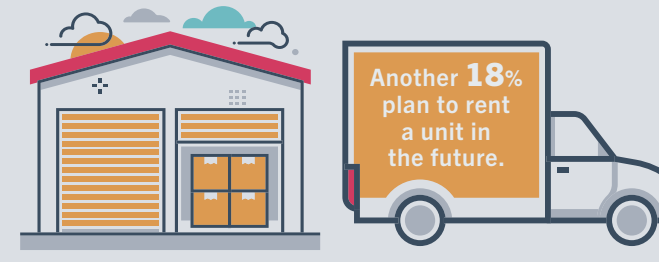
The goal is momentum. When mornings are reactive, the whole day follows suit. When they're intentional, everything feels more manageable. You don't need my routine; you just need a repeatable one. The market is unpredictable enough—your morning doesn't need to be!

*J. Wauhob*  
**JENNIFER WAUHOB**  
 2026 Chairman

# BIG PICTURE

Find research and statistics at [texasrealestate.com/research](https://texasrealestate.com/research)

1 out of 3 Americans rents a self-storage unit.



TEXAS HAD THE TOP 3 METROS IN THE U.S. FOR NUMBER OF RENTALS THAT ALLOW PETS:

1. Austin
2. Dallas
3. San Antonio

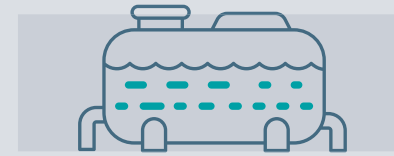
Rental units where pets are permitted lease eight days faster, on average.



More than 20% of total work hours in the U.S. are done at home.



APPROXIMATELY 1 IN 5 NEW HOMES BUILT IN TEXAS USES A SEPTIC SYSTEM.



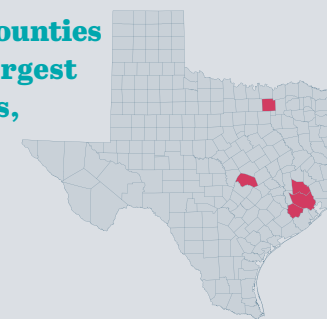
Most successful Texas home sales in 2025 involved price reductions.



See page 24 for more insights and infographics about Texas homesellers.

Texas had 5 of the 10 counties in the U.S. with the largest population increases, in 2024-2025:

1. HARRIS
2. COLLIN
4. MONTGOMERY
8. FORT BEND
9. WILLIAMSON



On average, Texas homeowners paid **\$3,291** in annual insurance premiums in 2024.

Average coverage: \$408,500  
 Insured losses: \$10.2 billion

BY 2050, THE POPULATION OF TEXANS 65 AND OLDER IS PROJECTED TO GROW TO 8.3 MILLION, from 4.6 million in 2024, increasing that age group from 14.4% of the population to 17.5%.



80% of Americans age 65+ want to stay in their current home as long as possible.

MARKETVIEWER IS YOUR EXCLUSIVE ACCESS TO ACCURATE REAL ESTATE DATA YOU CAN CUSTOMIZE AND SHARE



[texasrealestate.com/marketviewer](https://texasrealestate.com/marketviewer)

SOURCES: [1] SpareFoot; [2] Zillow; [3] Bureau of Labor Statistics; [4] Texas Commission on Environmental Quality; [5] Texas REALTORS® 2026 Texas Homebuyers and Sellers Report; [6] Texas Demographic Center; [7] Texas Department of Insurance; [8] Texas Health and Human Services; [9] AARP.

# INSIGHTS



## Are You Still Showing Up in Searches?

**Finding information online has changed.** In the past, if someone was looking for a real estate agent specializing in a certain niche or neighborhood, your website optimized with specific keywords helped you rank higher in their search results. Now, AI provides answers, eliminating the need, in some cases, to click on a website. This doesn't mean it's time to abandon your website. Instead, you or the company that helps you with your website can strategically restructure your content to continue to receive traffic from searches.

### WHAT TO KNOW ABOUT AEO (HINT: It's all about how you format)

Answer Engine Optimization (AEO) is the process of formatting website content so that AI tools can easily scan and analyze the information to provide answers to queries—whether that is at the top of search engines or through an Alexa or Siri-type voice assistant. Here are some design tips to get your content noticed:

- **Adjust your HTML tags.** Heading and subheading tags, such as H1, H2, and H3, help call out important information. Include questions or direct statements that prospective clients might ask or want to learn about.
- **Follow heading and subheading tags with direct, concise answers.** Don't bury the answer. Begin with the most important information and then expand with details.
- **Include lists.** Organize your homeseller and buyer guides, key takeaways of market reports, and how-to blog content into numbered lists and bullet points.
- **Present data in tables.** Viewing data in tables is not only easier for humans to read; statistics and comparison tables are often referenced as examples in AI summaries.

### UNDERSTANDING GEO

(HINT: It's about showing you are credible)

Generative Engine Optimization (GEO) involves creating content that ChatGPT, Claude, Perplexity, and other AI models can use to generate responses. Here are ways to demonstrate to AI that you are an authority:

- **Cover a topic comprehensively.** Provide detailed information, including citations, sources, and links to relevant reports to support your claims.
- **Keep current.** It's not just about adding new content; it's essential to update any outdated information.
- **Update your bio.** Are you a native of the area? Do you have 15 years of experience in finding clients their dream home? This is your opportunity to toot your own horn. Incorporate your qualifications, designations, testimonials, and other related experiences.
- **Be consistent across multiple channels.** Although your content style may differ on LinkedIn and Instagram, your branding should remain consistent to establish your legitimacy. For example, use the same contact name, email address, and phone number across channels as listed on your website.

### DON'T STOP APPLYING SEO (Search Engine Optimization)

Why is it still important to show up in an organic search? Because if an AI-generated description is too vague or not relevant, a website appearing higher in search results will provide searchers with the opportunity to learn more.

By implementing all three web optimization strategies, you increase your chances of attracting traffic to your website rather than a competitor's.

## SEND NOW! (DELIVER LATER)



Even in our right-now world, it can sometimes be useful to delay delivery of a text or email. Most messaging tools give you the ability to type a message while you're thinking about it but schedule it to arrive later. Here are scenarios when a delayed communication could come in handy:

- Information arrives late at night, but you want your client to receive your message about it the next day when she can take action.
- You don't want to interrupt your assistant during a family obligation he told you about.
- You're about to head into a meeting but want a recipient to receive your message when you're available to respond to any replies.
- You know your colleague is driving and you don't want to distract her.
- You don't want to miss someone's birthday or the anniversary of their closing.
- You want to control when a message arrives in a different time zone.
- You want to send yourself a reminder in the future and have information or attachments that can't easily be handled in a calendar app.

If a "schedule send" or "send later" option isn't apparent in your email program, phone, or messaging app, a quick internet search should uncover easy instructions to take advantage of this useful feature.

### The TREPAC Major Investors section in the March/April magazine had incorrect listings for the following investors:

- **Malyn Powers,** Greater Metro West – \$25,000 Hall of Fame member
- **Chance Brown,** Houston – Platinum R member



Scan the code to view the full list of investors.



## Get Noticed with Engaging Short-Form Videos



**Attention spans are getting shorter.** Getting people to stop scrolling on social media requires something quick, attention-grabbing, and memorable.

That's where short-form videos come in. Whether you're showcasing a listing, sharing buying tips, or offering a glimpse into your day-to-day, short-form videos—lasting from about 10 seconds to three minutes—can increase your visibility on platforms like Instagram, TikTok, and YouTube.

Need help getting started? A simple short-form video structure to follow is:

- **Introduce the hook.** Draw in potential clients with a "did you know" question, market stat, or a simple tip, such as, "Here is the number one thing you need to know to sell your home faster."
- **Make a connection.** Explain the problem or challenge with a relatable scenario, story, or example.
- **Offer a solution.** Keep it simple, useful, and actionable.
- **Include a soft call to action.** Encourage your viewers to engage by using a house emoji or a certain word in the comment section to get more information from you.

### TAKE A MOMENT TO PREP BEFORE YOU HIT RECORD

While there are many easy-to-use editing tools available—including some within social apps—not every issue can be resolved during the editing process. A little preparation will save you time and effort.

**Clean your lens.** Avoid letting smudges or fingerprints cause a blurry or unfocused appearance.

**Check, check ... the microphone.** Sure, you can add captions, voiceover, and music. However, that may not be the tone you are going for. Conduct a test to make sure there isn't an echo or background noise.

**Avoid overhead and backlighting.** Bad lighting is distracting. Lights overhead can create shadows under the eyes, while bright light from a window behind produces a silhouette effect that makes you appear dark. If you are near a window, shoot with the natural light in front of you, softening the light with a curtain or lightweight fabric.

**Frame your shot.** You can zoom in closer in the edit, but you can't zoom out. Give yourself options by leaving headroom and extra space around you.

## Make a Difference on a Texas REALTORS® Committee

### Shape Your Profession and Advance Your Career.

When you serve on a Texas REALTORS® committee, you're creating the association's future. But there's something in it for you, too. You'll work with colleagues from across the state, exchanging ideas and networking with some of the profession's best and brightest.

No matter your interests or expertise, there's a place for you among the association's 24 committees. Assignments are made in September, and committee meetings begin in December.

Apply by June 30 at [texasrealestate.com/countmein](https://texasrealestate.com/countmein).

# THE LAWYERS WORKING FOR YOU



Robin Harris

It's hard to keep track of the constant changes to real estate laws, know what the latest legal risks are in the business world, and understand how court cases could affect brokers and agents. Texas REALTORS® is here to help.

The Legal Affairs Department gets you the forms you need to conduct business while protecting you and your clients. Texas REALTORS® lawyers also answer your questions on the Legal Hotline, monitor and get involved in court cases that affect REALTORS®, and administer fair processes for ethics complaints and commission disputes. The 13-member team also looks at the fine print of new laws and proposed regulations so you don't face any unwelcome surprises.

**Lori Levy** is Vice President of Legal Affairs/General Counsel, and **Robin Harris** is Deputy General Counsel. Here's how their team supports your business.

## FORM UPDATES KEEP YOU SAFE

**Levy:** There are a lot of forms changes right now. We track real estate practices and relevant court cases. For example, a national legal settlement required many form changes, and the lease agreement recently changed because of a court case.

But practices also evolve. We get member input and rely on REALTORS® on forms task forces to address needs and concerns, improve clarity, and reflect changes in terminology. All these changes ensure the forms you use comply with the latest legal guidance and practices.

## TEXAS REALTORS® FORMS SAVE YOU MONEY

**Levy:** If the association didn't provide 150-plus forms that address situations not covered by TREC forms, you would have to hire an attorney to create each form, lease, or contract you need for all kinds of circumstances and transactions.

## MORE INFORMATION IS ONLY A CALL AWAY

**Harris:** The Legal Hotline is one of our most popular member benefits. Here's a tip: Write down a short summary of your issue before calling. It'll help the attorney help you. Remember that the attorney cannot give you legal advice on your specific issue but can explain real estate rules, laws, and forms, among other topics.

## GET ANSWERS TO FREQUENTLY ASKED QUESTIONS ANY TIME

**Levy:** Another tip: Talk to your broker before calling the hotline to get his or her input. And you might find the answer you're looking for among the hundreds of Texas REALTORS® Legal FAQs at [texasrealestate.com/faq](https://texasrealestate.com/faq).

## PROFESSIONAL STANDARDS CAN HELP YOU RESOLVE CONFLICTS

**Harris:** It can be hard to resolve disputes with clients or other agents, especially when things become heated. The association handles ethics complaints and commission disputes for all members. The process can take months to ensure a full, fair hearing.

Texas REALTORS® also offers an ombudsman program to informally resolve ethics complaints. The association acts as an impartial third party to help sort things out, sometimes as quickly as a couple of weeks. It's a way to avoid the more-involved complaint process.

## TEXAS REALTORS® IS YOUR VOICE AT TREC

**Levy:** Many important decisions that affect your business come out of the Texas Real Estate Commission. Texas REALTORS® works with TREC staff and we share our opinions with commissioners about what actions or strategies would benefit REALTORS® and their businesses. Our staff and leadership have strong relationships at all levels over there, working to ensure your interests are protected when a new rule is made or procedure is implemented.

## ACCESS UPDATES ONLINE

**Harris:** Texas REALTORS® shares legal information across a variety of communications channels you use, from *Texas REALTOR®* magazine to email newsletters to social media. If you want a single place to go for the latest information on legal and risk reduction topics, [texasrealestate.com/legalupdates](https://texasrealestate.com/legalupdates) is a great resource to remember and check when you're looking for updates. 



Lori Levy

## Get involved with the award-winning Young Professionals Network



**The Texas REALTORS® Young Professionals Network (YPN)** connects you with educational opportunities, leadership development, and networking activities with your fellow members.

Texas YPN's activities have been so successful that the committee has won NAR's 2025 State Network of the Year Award. NAR called out YPN's quarterly Virtual Think Tank sessions and already influential Texas YPN Playbook publication when announcing the award.

This year, YPN is looking to grow involvement and engagement through new projects, including work in leadership development and political advocacy.

The YPN committee wants you to get involved. Here's what you can do:

### TO VOLUNTEER

Apply to join the Texas REALTORS® YPN Committee through June 30 by visiting [texasrealestate.com/countmein](https://texasrealestate.com/countmein). Committee members discuss ideas, plan and host the annual REBar Camp event, and review the REALTOR® to Watch award nominations among their tasks.

### REGISTER FOR UPCOMING EVENTS

You can find upcoming YPN activities on the Events page of [texasrealestate.com](https://texasrealestate.com).

These include the Virtual Think Tank series. YPN hosts hourlong Zoom meetings to discuss relevant business topics, compare notes on professional and personal growth, and to brainstorm new ideas. Upcoming sessions are:

- June 24, Financial Planning: Build a Stronger, Smarter Real Estate Business
- September 9, If Real Estate Is Your Profession, Politics Is Your Business
- December 16, Learn from Experience, Lead with Confidence: The Power of Mentorship.

# LEGAL

## Red Flags for Seller Fraud

**Texas REALTORS® Legal Hotline** attorneys continue to get a high volume of calls from members dealing with attempted seller impersonation fraud.

Many of these scams come from listings obtained from a phone call or an online source from a “seller” who only communicates by text or email and avoids any real-time interaction. Often, the property is unoccupied, vacant land, or the seller says the occupants are tenants not to be disturbed.

Other warning signs include when the seller:

- Only provides a passport or other ID with no property address.
- Has no title policy or survey.
- Wants a quick sale, will accept lower than market price, or prefers cash.
- Wants to use his own notary.
- Wants to use a title company that does not seem legitimate.
- Wants to handle the entire transaction remotely.
- Can't attend the closing.
- Can't meet in person or join a video call.
- Can't answer questions a legitimate owner could.
- Requests last-minute changes to wiring instructions or closing logistics.

### How to protect yourself and property owners

Find the owner's mailing address on the appraisal district website and send a thank you note “for selling your home.” This often gets a response from the real owner if your contact was impersonating the seller.

Other helpful steps:

- Verify that the title company is legitimate.
- Contact the title company if something seems off.
- Create an intake form to gather personal information from sellers.
- If the seller says the property is tenant-occupied, ask for a copy of the lease.
- Request prior surveys, title policies, deeds, etc., from when the property was acquired.
- Verify ownership independently through multiple sources, such as appraisal district records, prior MLS listings, or brokerage files.
- Use reliable, independently sourced contact information to confirm seller's identity.
- Document all communications and retain copies of IDs and correspondence in the transaction file.

For more information, search *seller fraud* on [texasrealestate.com](https://www.texasrealestate.com) or call the Texas REALTORS® Legal Hotline at 512-480-8200.



**A seller told me she won't make repairs to her property and she wants the MLS listing to state she will only consider offers that say the property will be sold “as is” in the blank in Paragraph 7D(2) of the One to Four Family Residential Contract (Resale) (TXR 1601, TREC 20-18). The seller also refuses to let a buyer have the property inspected under Paragraph 7A or a termination option under Paragraph 5. Can the seller make these demands?**

**While a seller can make conditions** on accepting an offer or in permitting an offer to be submitted, these requirements would seem to be inadvisable.

Paragraph 7D(1) states that the “buyer accepts the property as is” at the time of the execution of the contract. Additional language in Paragraph 7D is unnecessary, but a seller could request you indicate on the MLS that the property is being sold as is.

Although a seller could refuse to permit a buyer to have inspections or a right to terminate under the termination option, it is generally not a good idea to try to prevent a buyer from having a right to freely inspect the home. Preventing a buyer from an inspection increases the seller's risk of a subsequent claim that she withheld information about the condition of the property. Furthermore, most homebuyers are going to be reluctant to buy a home without a right to inspect the home and without an option to terminate the contract if they are not satisfied about the condition of the property.

Permitting the buyer to inspect a property doesn't obligate a seller to agree to repairs.

Discuss these points with your client. Explain that you aren't an attorney; you are prohibited from practicing law; and she is asking you to make significant changes to the standard contract form that go well beyond a factual statement or business detail, which could venture into the practice of law. Therefore, she needs to hire an attorney to draft the provisions in the contract that she will want at that time.

Before the seller refuses to permit any inspections, suggest she discuss this with an attorney. It's likely that her attorney will counsel her to permit inspections.

You could also consider refusing to accept this listing, so you don't waste your time and resources listing a property that will be difficult to sell.

## YOUR FORMS

**Sellers may use the Request for Mortgage Information (TXR 1413)** form to ask mortgage companies to share loan and payment information. The form also requests information about prepayment, assumption, insurance, tax, and any other relevant topics. The sellers can ask the mortgage company to send the information to them or their broker. The form lets the lienholder know the owner plans to sell the property and provides notice of a possible payoff or loan assumption. The form is usually used at or near the time of listing but can be used at any time. *Request for Mortgage Information* can be used in residential, commercial, and farm & ranch transactions and is one of 150-plus forms exclusively available to Texas REALTORS®.



**Broker-to-broker compensation is being removed from the Texas REALTORS® listing agreement for residential sales transactions.** This change provides greater clarity to consumers and helps reduce your risk of dealing with unhappy clients, lawsuits, and commission disputes. Read more about this and other forms changes on page 12, and scan this code to watch a video describing the benefits and rationale for the change.



## DEFINE THIS

### dominant/servient estate

The relationship between two properties in which one benefits from an easement while the other is subject to and burdened by that easement.

The servient estate gives up something through an easement and the dominant estate gains something. For example, a landlocked lot is the dominant estate if it has access through a driveway easement that travels across the lot next door, which is the servient estate.

## EPA revises standards for lead dust hazard levels

**The Environmental Protection Agency now considers lead dust** in any concentration to be hazardous. Additionally, after lead abatement work has been performed, dust cleanup activities must be conducted until testing shows that dust levels are below 5 micrograms per square foot for floors, 40 micrograms per square foot for interior windowsills, and 100 micrograms per square foot for window troughs. The *Protect Your Family From Lead in Your Home Pamphlet (EPA Form)* (TXR 2511) has been updated to reflect the new lead dust standards.

For more information on lead hazards, visit [epa.gov/lead/learn-about-lead](https://www.epa.gov/lead/learn-about-lead) and scan the code to access Texas REALTORS® FAQs on lead-based paint disclosures.



## New Texas Eviction Rules Create a Streamlined Process

A law passed in the 89<sup>th</sup> Legislature changed eviction procedures in Texas as of January 1, 2026.

The new law amends and adds to Chapter 24 of the Texas Property Code, which sets out the legal requirements and prerequisites for eviction. The changes include clarifying how time is calculated, updating landlord requirements for notices to vacate, and allowing landlords to fast-track some eviction cases.

The law also required new rules clarifying the court procedures for eviction cases. In response, the Texas Supreme Court—the body responsible for overseeing court procedures—revised the Texas Rules of Civil Procedure governing how eviction cases are processed and handled in the courts.

Before the revisions, eviction cases were governed by Rules 500–507 and 510 of Part V of the Texas Rules of Civil Procedure. Now, Rule 510 is the sole procedural rule governing eviction cases, and Rules 500–507 no longer apply to evictions filed on or after January 1, 2026. A local court may not modify or suspend any part of Rule 510, ensuring uniform procedures govern all eviction cases.

Together, the revisions to the statutes and rules significantly change and streamline the eviction process.

### How does this affect your business?

- When calculating time for an eviction, the time period doesn't include the day of the event but does include Saturdays, Sundays, and holidays. If the last day of the period is a Saturday, Sunday, or state or federal holiday, the deadline is extended to the next day that is not a weekend or holiday.
- If the tenant has not previously been late or delinquent in paying rent and eviction is based solely on nonpayment of rent, you're required to give them a notice to pay rent or vacate. This gives the tenant a chance to pay the rent and resolve the issue. Texas REALTORS<sup>®</sup> *Notice to Pay Rent or Vacate* form (TXR 2232) can be used for this purpose.
- You can now deliver the notice by email or electronic means if the parties have agreed in writing to electronic communication.
- A landlord can now file a sworn motion for summary disposition with the eviction petition in a forcible entry and detainer proceeding.
- A court can now enter a judgment without trial if there are no genuinely disputed facts. If there are genuinely disputed facts, the trial must be held within 10-21 days after the petition was filed. The court may not postpone the trial for more than seven days unless the parties agree to the postponement in writing.
- Electronic proceedings are now authorized if the parties agree to it.
- The sheriff or constable must serve a writ of possession no later than five business days after issued. If this does not occur, the landlord may have the writ served by another authorized law enforcement officer.



### FAQS ON THE NOTICE TO PAY RENT OR VACATE

If it is a tenant's first time being late or delinquent in paying rent and the eviction is for nonpayment of rent alone, the tenant must first receive a notice to pay rent or vacate. This gives the tenant the opportunity to pay the late or delinquent amount. If the tenant does not cure the breach as outlined in the notice to pay rent or vacate, the tenant must vacate the premises to avoid an eviction suit.

#### When do I use the Notice to Pay Rent or Vacate (TXR 2232)?

It is required to be used for any tenant who has not previously been late or delinquent in paying rent and the default is solely based on the nonpayment of rent. If a tenant has previously been late or delinquent in paying rent, or if the eviction suit is based on nonpayment of rent and any other violation of the lease, the landlord may use either the *Notice to Vacate* (TXR 2208) or *Notice to Pay Rent or Vacate* (TXR 2232).

#### Does the law regarding whether to send a Notice to Pay Rent or Vacate or a Notice to Vacate apply if I entered into a lease prior to January 1, 2026?

Yes. After January 1, 2026, you are subject to the new law requiring a *Notice to Pay Rent or Vacate* if eviction is solely for nonpayment of rent and a tenant has not previously been late or delinquent in paying rent.

#### If I use the Notice to Pay Rent or Vacate and tenant does not pay by the date stated, do I have to provide a separate Notice to Vacate?

No. The *Notice to Pay Rent or Vacate* satisfies the written notice requirement and if a tenant does not cure the breach as stated in the form or move out, the landlord may proceed with filing an eviction suit.

#### If I use the Notice to Pay Rent or Vacate and the tenant pays, what form should I use if the tenant is subsequently delinquent in paying rent?

Since it is not the tenant's first time being late or delinquent paying rent, you may use either the *Notice to Vacate* or *Notice to Pay Rent or Vacate*.

## [COUNT ME IN !]

We're stronger when we work together. Bring your voice and expertise to help shape the future of Texas real estate.

Apply for a Texas REALTORS<sup>®</sup> committee today at [texasrealestate.com/committees](https://texasrealestate.com/committees)

Deadline: June 30



## THE LATEST FORM CHANGES

✓ The Texas Real Estate Commission and Texas REALTORS® have made important updates to several forms. Here are details about the changes.



✗ Initialed by REALTOR®

DOCUMENTS:  
TREC / TEXAS REALTORS®

### UPDATES TO TREC FORMS

These revised and new TREC forms may be used on a voluntary basis as soon as they are made available. Forms labeled as mandatory have an effective date of July 1, 2026.

#### Amendment to Contract (TREC 39-11) (MANDATORY)

Updated to align with the revised broker compensation provisions in Paragraph 12 of the contracts. The seller has the option to contribute to buyer's broker compensation in 12B(1), and the buyer now has the option to contribute to the seller's broker compensation in 12B(2). It also clarifies that 12A(1)(b) is only to be used for seller's contributions for buyer's expenses other than broker compensation.

#### Seller's Disclosure Notice (TREC 55-1)

Additions to Paragraph 9 arise out of the directive from the Sunset Commission that the seller provide additional information that could impact a property's value or desirability. In response to this directive, TREC has added information relating to insurance, private roads on or adjoining the property that the buyer would be responsible for maintaining, the existence of aboveground storage tanks, and whether a property is located in a conservation easement.

#### Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Hazards as Required by Federal Law (TREC 56-0)

Changed *Other Broker* to *Buyer's Broker* and *Listing Broker* to *Seller's Broker* and updated *licensees* in the footer to *license holders* to maintain consistency with the revised contracts and other forms.

#### \*NEW\* Seller's Disclosure about Groundwater and Surface Water Rights (TREC 61-0) (MANDATORY)

This new form arises from the directive from the Sunset Commission that TREC's contract forms provide prospective buyers with information on groundwater and surface water rights associated with a property. (See more information on page 17.)

#### Addendum for "Back-Up" Contract (TREC 11-9) (MANDATORY)

Changes the amended effective date to the date the seller delivers the notice of termination of the First Contract to the buyer, instead of the date the buyer receives the notice. Capitalizes *Legal Holiday* and *Effective Date*, and changes *option fee* to lower case.

#### Addendum for Property Subject to Mandatory Membership in a Property Owners Association (TREC 36-11) (MANDATORY)

Paragraph A2 was updated so that if the buyer obtains the Subdivision Information they are not obligated to provide it to the seller. Adds a statement to Paragraph C that if there is any conflict with the allocation of charges in the Subdivision Information, Paragraph C will control. *Effective Date* is capitalized throughout.

The changes in the section below apply to the following contracts:

- Unimproved Property Contract  
TREC 9-18 (MANDATORY)
- One to Four Family Residential Contract (Resale)  
TREC 20-19 (MANDATORY)
- New Home Contract (Incomplete Construction)  
TREC 23-20 (MANDATORY)
- New Home Contract (Completed Construction)  
TREC 24-20 (MANDATORY)
- Farm & Ranch Contract  
TREC 25-17 (MANDATORY)
- Residential Condominium Contract (Resale)  
TREC 30-18 (MANDATORY)

TREC form numbers are updated when a form is revised. These listings use the new number for the form revisions that become mandatory July 1.

- *Generators* has been added to the list of property improvements to reflect the increased prevalence of generators on properties. Not included in unimproved or new home contracts.
- *Legal Holiday* is now a defined term in 5A(2) to provide better clarity. "*Legal Holiday* means a legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code." It includes: New Year's Day (January 1), MLK, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Emancipation Day in Texas (June 19), Independence Day (July 4), Labor Day (1st Monday in Sept), Veterans Day (November 11), Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving Day, and Christmas Day (December 25).
- General changes: *option fee*, *earnest money*, and *contract* are now in lower case because they are not considered defined terms. When applicable, *Notice* has been changed to *Seller's Disclosure Notice* to avoid any potential confusion with other notices referenced in the contract.
- To fulfill the directive from the Sunset Commission, the seller must indicate whether the buyer has already received the Seller's Water Disclosure, when the seller will deliver the Seller's Water Disclosure, or that the seller is not required to provide the Seller's Water Disclosure. The new water disclosure requirement does not apply to the Residential Condominium Contract.
- Paragraph 12 has been reworded and reorganized "in light of changes to industry practices surrounding compensation." Paragraph 12A is now titled Expenses and clearly specifies that the expenses referenced in 12A do not include brokerage fees. Brokerage Compensation has



been moved to a new paragraph, Paragraph 12B, and adds a new option that allows the buyer to contribute to the seller's broker's compensation. The statement regarding each party's obligation to pay their broker has been moved from Paragraph 8B to Paragraph 12B. The lender expense limitation paragraph has been moved to Paragraph 12C and reworded to align with the other changes made to Paragraph 12.

- Paragraph 20 has been retitled *Governmental Requirements* and new subparagraph 20B has been added that requires parties to provide information needed by the escrow agent to file any required government reports.
- Changes to Paragraph 21 include allowing notices to be provided to the party or the party's agent, adding *overnight courier* as a delivery option, and adding an additional line for a second phone number for each party.
- Reorganization of Paragraph 22 so that addenda and notices are now separated into the following categories: Financial, Leases, Additional Tests and Reports, Statutory Disclosures and Notices, and Other. Many of the references to addenda in other paragraphs of the contract were removed and consolidated in Paragraph 22.
- Broker Information page added Contact to the title and has been updated "to better reflect industry practice." Intermediary information has been moved to a separate section on the page.
- Terminology regarding the party's broker, whether for the seller or buyer, has been clarified.
- The informational disclosure of broker compensation at the bottom of Page 10 has been removed to help eliminate confusion. The removal does not apply to the Farm and Ranch Contract, where the language has been updated to reflect changes to Paragraph 12.

## A TREC FORM TAKES THE PLACE OF A TEXAS REALTORS® FORM

### Seller's Notice to Buyer of Removal of Contingency Under Addendum for "Back-Up" Contract (TREC 62-0)

This notice is voluntary. It is a revised version of a form of the same name that used to be an exclusive form for Texas REALTORS® (TXR 1913). This form may be used to satisfy the notice required in Paragraph H of the *Addendum for "Back-Up" Contract* (TREC 11-9, TXR 1909) to notify the buyer that the First Contract is terminated and the Back-Up Contract is now in the first position. The seller should indicate the date the notice of termination of the First Contract is delivered to the buyer, which becomes the amended effective date of the Back-Up Contract. Delivery of the notice should be in accordance with Paragraph 21 of the contract.

## UPDATES TO TEXAS REALTORS® FORMS

These revised Texas REALTORS® forms have an effective date of June 15, 2026.

### Residential Real Estate Listing Agreement Exclusive Right to Sell (TXR 1101)

A significant update to the listing agreement is the removal of broker-to-broker compensation from Paragraph 5. This change aligns with recent updates to the TREC contracts, simplifies transactions, provides clarity to clients, reduces the risk of misunderstandings, and better aligns with the industry shift that began when cooperative compensation was removed from the MLSs and updates were made to Texas agency laws. Other changes to the listing agreement include:

- An option has been added in Paragraph 5 for additional compensation to the seller's broker when the buyer is unrepresented
- *Generators* has been added to the list of Improvements in Paragraph 2B to ensure consistency with the updated TREC forms
- Section references have been updated as necessary to reflect the foregoing changes.

### Named Exclusion Addendum to Listing (TXR 1402)

- References to specific paragraph numbers in the listing agreement have been removed to ensure compatibility with all Texas REALTORS® listing agreements.

### Exclusive Agency Addendum to Listing (TXR 1403)

- References to specific paragraph numbers in the listing agreement have been removed to ensure compatibility with all Texas REALTORS® listing agreements.

### Amendment to Residential Listing Exclusive Right to Sell (TXR 1404)

- The title has been revised to clearly indicate it is intended to be used only with the *Residential Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1101), and a notice has been added for the same purpose
- The language has been updated to align with the changes to Paragraph 5 of TXR 1101
- All references to TXR 1201 have been removed, as those changes will be made using a proposed new form TXR 1422.

Due to the variations among listing agreements, each listing agreement will have a unique amendment form.

### Seller's Disclosure Notice (TXR 1406)

- To reduce confusion, *Cooktop* and *Range/Stove* have been combined in Section 1
- A table header has been added to the top of Pages 2 and 3 for additional clarity
- In Section 3, an option to select *other* was added to ensure that all diseased trees are disclosed and not just those affected by oak wilt
- *Alkali-Silica Reaction (ASR) aka Concrete Cancer* has also been added to Section 3 due to the increasing prevalence of this condition
- Additional disclosures have been added to Section 3 to include

those that TREC has recently added to the TREC *Seller's Disclosure* as directed by the Sunset Commission. These include the presence of conservation easements, private road(s) on or adjoining the property, and additional disclosures relating to aboveground and underground storage tanks

- Section 5 has been moved to Section 8, and a new Section 5 was added for disclosure of all insurance covering the property, including whether the seller has been unable to insure the property. These additions align with additional disclosures added to the TREC *Seller's Disclosure* as directed by the Sunset Commission
- Section 10 (formerly Section 8) has been rearranged, as recommended by the forms task force
- Additional explanations have been added to Section 11 (formerly Section 9) to clarify that disclosure of inspections includes evaluations of systems such as the roof, HVAC, plumbing, electrical, and pool, as well as other specialized inspections. The table was removed, as it was deemed duplicative and unnecessary; a blank was added for the seller to disclose the number of reports provided; and a statement has been added to notify the seller of the legal requirement to disclose known material facts and defects
- A space to disclose the property's security system provider and phone number, if any, has been added to the *Additional Notices to Buyer* on the signature page.

### Buyer/Tenant Representation Agreement – Long Form (TXR 1501)

- A statement has been added to Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- Language to clarify that attending an open house or a property showing without their broker does not violate the client's obligations to the broker has been added to Paragraph 6
- Paragraph 7C *Source of Compensation* has been reworded for clarity and to align with updates to the contracts and other forms
- The numbering in Paragraph 7D was updated for consistency
- Paragraph 7E was removed, as it is no longer necessary following the removal of broker-to-broker compensation from the residential listing agreement.

### General Information and Notice to Consumers (TXR 1506)

- A notification has been added to the compensation paragraph that a broker may pay or receive a referral fee to or from another broker
- A paragraph explaining solar power systems has been added
- A disclaimer that the information is a general reference for consumers and not legal advice was added above the signature block.

### Residential Buyer/Tenant Representation Agreement – Short Form (TXR 1507)

- A statement has been added to Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- *Market Area* has been capitalized throughout, as it is a defined term and to ensure consistency with other forms
- Language to clarify that attending an open house or property showing without their broker does not violate the client's

- obligations to the broker has been added to Paragraph 6
- Paragraph 7C *Source of Compensation* has been reworded for clarity and to align with updates to the contracts and other forms
- The compensation disclosure was updated for consistency with other forms.

### New Residential Condominium Contract (Completed Construction) (TXR 1608)

The following changes have been made to align with changes to TREC contracts:

- Changed *option fee, earnest money, and contract* to lowercase throughout
- Added the definition of *Legal Holiday* in Paragraph 5A(2)
- Moved description of all attached addenda and notices in Paragraph 6 to Paragraph 22
- Updated Paragraph 8 disclosure and removed statement regarding brokers' fees
- Revised Paragraph 12: Paragraph 12A is now limited to buyer and seller expenses other than brokerage compensation; brokerage compensation is now addressed in Paragraph 12B and buyer now has the option to contribute toward seller's brokerage compensation; and Paragraph 12C has been reworded for clarity
- Changed the title of Paragraph 20 to *Governmental Requirements* and added a subparagraph 20B that requires parties to provide information needed by the escrow agent to file any required government reports
- Revised Paragraph 21 to permit notices by overnight courier and delivery to either the other party or *their agent*
- Reorganized Paragraph 22 and added notices, in addition to addenda, that are part of the contract
- Retitled and reorganized *Broker Contact Information* page and moved intermediary information to its own section
- Removed disclosure relating to broker-to-broker compensation at the bottom of page 12.

### New Residential Condominium Contract (Incomplete Construction) (TXR 1609)

The following changes have been made to align with changes to TREC contracts:

- Changed *option fee, earnest money, and contract* to lowercase throughout

# TREC Contracts Now Include Information on Water Rights

New form and disclosure language in contracts gives Texans important info about this critical resource.



- ❑ Added definition of *Legal Holiday* in Paragraph 5A(2)
- ❑ Moved description of all attached addendums and notices in Paragraph 6 to Paragraph 22
- ❑ Updated Paragraph 8 disclosure and removed statement regarding brokers' fees
- ❑ Revised Paragraph 12: Paragraph 12A is now limited to buyer and seller expenses other than brokerage compensation; brokerage compensation is now addressed in Paragraph 12B and buyer now has the option to contribute toward seller's brokerage compensation; and Paragraph 12C has been reworded for clarity
- ❑ Changed the title of Paragraph 20 to *Governmental Requirements* and added a subparagraph 20B that requires parties to provide information needed by the escrow agent to file any required government reports
- ❑ Revised Paragraph 21 to permit notices by overnight courier and delivery to either the other party or their agent
- ❑ Reorganized Paragraph 22 and added notices, in addition to addenda, that are part of the contract
- ❑ Retitled and reorganized *Broker Contact Information* page and moved intermediary information to its own section
- ❑ Removed disclosure relating to broker-to-broker compensation at the bottom of page 12.

**Buyer's Walk-Through, Confirmation, and Acceptance Form (TXR 1925)**

- ❑ Clarification was added that *sight unseen* refers to a property not physically viewed in person.

**Residential Contract Critical Date List (TXR 1958)**

- ❑ To align with TREC's changes to the contracts, *federal reserve bank holiday* was changed to *Legal Holiday*.

**Notice to Pay Rent or Vacate (TXR 2232)**

- ❑ This form must be used if a tenant has not previously been late or delinquent in paying rent and the default is based only on the nonpayment of rent. The form has been updated so that it may also be used when a tenant has been late or delinquent in paying rent previously or when there is an additional default under the lease. (See more about new eviction laws on page 10.)

**Wire Fraud Warning (TXR 2517)**

- ❑ The title was changed to *Consumers Beware* from *Buyers and Sellers Beware* to allow the form to be used across a broader range of transaction types, and the signature lines were updated accordingly.

**NEW TEXAS REALTORS® FORMS**

**Property Condition Statement (TXR 1421)**

- ❑ New form that allows the seller to disclose the items required in Paragraph 7 of certain contracts, such as the *Farm and Ranch Contract* (TXR 1701), *Unimproved Property Contract* (TXR 1607), and *New*

- ❑ *Home Contracts* (TXR 1603 & 1604)
- ❑ This form may be used in addition to, or in transactions where the seller is not required to provide, the notice described in §5.008 of the Texas Property Code.

**Amendment to Farm and Ranch Listing Exclusive Right to Sell (TXR 1422)**

- ❑ New form specifically for use to amend the *Farm and Ranch Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1201)

**Amendment to Residential Listing Exclusive Right to Lease (TXR 1423)**

- ❑ New form specifically for use to amend the *Residential Real Estate Listing Agreement Exclusive Right to Lease* (TXR 1102)

**Amendment to Commercial Listing Agreement (TXR 1424)**

- ❑ New form specifically for use to amend any of the three *Commercial Real Estate Listing Agreements* (TXR 1301, 1302 & 1303)

Previously, *Amendment to Listing* (TXR 1404) was used to amend any of the Texas REALTORS® listing agreements. Now, due to variations among the listing agreements, each listing agreement will have a unique amendment form.

**TEXAS REALTORS® FORMS TO BE RETIRED**

**Commercial Lease Addendum for Expense Reimbursement (TXR 2103)**

This form is being retired as the language in it has been incorporated into the Texas REALTORS® *Commercial Lease* (TXR 2101).

**Compensation Agreement Between Broker and Owner (TXR 2401)**

Retiring this form will help reduce confusion and encourage the parties to use Paragraph 12 of the contract to negotiate compensation contributions from the other party.

**Compensation Agreement Between Brokers (TXR 2402)**

- ❑ This form is being retired to align with the removal of broker-to-broker compensation from the *Residential Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1101)
- ❑ Retiring this form will help reduce confusion and encourage the parties to use Paragraph 12 of the contract to negotiate compensation contributions from the other party.

Although broker-to-broker compensation is not illegal, it will not be an option in the Texas REALTORS® residential listing agreement.

**BY DR. CHARLES PORTER**

It can be said that water renders land its value in almost all areas of Texas. As our drought-plagued state struggles with substantial thirst issues, real estate with an ample supply of fresh, potable water often sells at higher prices—sometimes many multiples higher—than land without adequate water.

Yet most Texans are confused about water rights. In the vast majority of real estate transactions, water rights are undisclosed. That is changing.

The Texas Real Estate Commission has taken the lead to educate buyers and sellers about the water rights, regulations, and availability of water on a property before the conveyance of such property. After years of work by the TREC Broker-Lawyer Committee, the Texas Alliance of Groundwater Districts, the Texas Water Association, the Texas Alliance of Land Brokers, and others, all the promulgated contracts now include notices about water. The revised forms are mandatory as of July 1, 2026.

**WHAT CHANGED IN THE CONTRACTS?**

TREC has added a water notice paragraph to its promulgated contracts. The water notice paragraph may appear in different locations in the various contracts, but the wording remains the same. It includes a general disclosure about water rights, followed by three options for whether the buyer has or will receive the separate, new *Seller's Disclosure About Groundwater and Surface Water Rights* (TREC 61-0) form.

Note that all five statements in Section 3 must be true to check the box that the seller will not deliver the new notice form.

Redline version of TREC *One to Four Family Residential Contract (Resale)* with new disclosure language about groundwater and surface water rights.

should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

**SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS (Seller's Water Disclosure):** Access to surface water or groundwater on the Property may be regulated, restricted, or prohibited, including but not limited to the right to drill or operate water wells and the right to withdraw water from surface water sources on or adjoining the Property. The parties shall use the Seller's Water Disclosure published by TREC to identify information related to groundwater and surface water rights. (Check one box only.)

- (1) Buyer has received the Seller's Water Disclosure. (Check one box only.)
- (2) Buyer has not received the Seller's Water Disclosure. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Seller's Water Disclosure to Buyer. If Buyer does not receive the Seller's Water Disclosure, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Seller's Water Disclosure, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Seller's Water Disclosure or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) Seller is not required to deliver the Seller's Water Disclosure to Buyer because all of the following are true:
  - (a) Seller is not aware of a water well on the Property (in use or not in use);
  - (b) Seller is not aware of a pond, lake, or water tank on the Property;
  - (c) Seller is not aware of any certificate of adjudication, certified filing, or permit for surface water rights associated with the Property administered by the Texas Commission on Environmental Quality;
  - (d) Seller is not aware that any groundwater rights to the Property have been severed, sold, or leased in whole or in part; and
  - (e) the Property receives water only from the following municipality (City), municipal utility district (MUD) or other special district, water supply corporation (WSC), or private water supply company (PWC): \_\_\_\_\_

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ TREC NO. 20-19[20-18]

## WHAT IS THE PURPOSE OF THE NEW WATER NOTICE?


The separate, new *Seller's Disclosure About Groundwater and Surface Water Rights* is a three-page form that starts with definitions, followed by a series of disclosures related to groundwater, wells, and surface water. The form only requires sellers to state what they are aware of in relation to water rights, so that if they are not aware of the information asked in the form, they can specify that they are not.

The notice is intended to provide disclosure about the rights of the seller to surface water and groundwater on the property, so that a potential buyer is aware of the water rights affecting the property. State law requires that all material facts about a property are disclosed. However, since there was no form that specifically asked about water rights, many sellers failed to disclose such information. This duty to disclose any material defect—including a material defect concerning water rights—is shared by sellers and their real estate agents.

Today, assessing the water characteristics of any particular property presents unique challenges to buyers, sellers, lessors, and lessees. The water scarcity predicted in our future requires potential buyers to consider a variety of assessment criteria that previously were less-often considered. The new form is intended to assist in alleviating these challenges and give an assessment of the water rights affecting the property.

**Above all else, keep this in mind: Unless you are an attorney or hydrological engineer, you are barred from interpreting laws, rules, and regulations about water.**

However, it is your duty under TREC rules as a fiduciary to your clients to make clients aware of the requirement to disclose information about water rights using the new seller's water disclosure form. This includes recommending that clients seek expert advice when appropriate.

These new contract provisions are vital to your clients, and they place Texas at the forefront of one of our most critical modern issues! 



**CHARLES PORTER, PH.D.**, is an author, Texas real estate broker, and testifying water-rights and real estate expert named in over 600 cases. He has written *Water Rights in the United States: A Guide Through the Maze* and *Sharing the Common Pool: Water Rights in the Everyday Lives of Texans*, among many other books and papers on water rights.

## Determining a water right in Texas depends on which of three geological containers holds the water

The first container is surface water or water that flows on the surface of the ground in a watercourse, which is a natural or artificial channel through which water flows, such as a river, stream, lake, bay, or gulf. The State of Texas owns the water in a watercourse, held in trust for the citizens of the state. The Texas Commission on Environmental Quality (TCEQ) regulates use of surface water in Texas by a system of water rights. The TCEQ essentially oversees the administration of water rights through 15 regional water authorities and four watermasters.

Surface water rights in Texas are fully allocated and have been for years. The decades-long implementation of the Water Rights Adjudication Act of 1967 clarified individual surface water rights for agricultural, industrial, municipal, and other specific uses.

The second geological container is known as diffused surface water or rainwater that runs off your roof or over the surface of your land without flowing in a stream or channel. The water in this container is owned by the landowner, who may collect it without regulation. Keep in mind that each inch of rain that lands on one acre of ground brings 27,154 gallons of water!

The third container is groundwater, or water held underground in aquifers and pools. Ownership of groundwater in Texas was debated for many decades, but in 2011, the Texas Legislature passed a bill that recognizes that a landowner owns the groundwater below the surface of the landowner's land as real property.

Groundwater is regulated by 101 groundwater conservation districts (GCDs) within the framework of Chapter 36 of the Texas Water Code. Not all of Texas is under the jurisdiction of a GCD, either because there is little groundwater available or the local community does not desire to create a GCD. These districts are formed by local election but can be formed by the TCEQ or by the Legislature.

Scan the code for surface-water rights information and data from the TCEQ.



Scan these codes for resources to share with clients about groundwater from the Texas Commission on Environmental Quality and the Texas Alliance of Groundwater Districts.



# WORKING WITH HIGH-PROFILE BUYERS AND SELLERS

BY KELLIE BARTLETT

Texas REALTORS® members share what's different when one party in the transaction is a celebrity. Mostly, they're like anybody else—with a few big exceptions.

Everybody has to live somewhere, including celebrities. So, if you handle high-end properties, you may find yourself involved in a deal with someone who is kind of a big deal. Three agents with firsthand experience give their perspective on how celebrity status might change your transactions and when it shouldn't.

### Be a team player, even when that means dealing with multiple teams

Brenda Taylor, agent at REMAX Select-Dallas Suburbs, listed a home that was ultimately purchased by a high-profile individual. The process was unusually complex, she said. "Every step of the negotiation required extra time because all decisions had to be cleared by a team of attorneys first. These lawyers were incredibly thorough, asking for many more documents and property details than a typical buyer would. While the transaction ran smoothly, it required a lot of patience, time, and constant communication with the buyer's agent."

With so many additional people involved, the buyer needed additional time throughout the process. "The closing had to be extended because the funds needed multiple layers of approval from accountants and legal teams before being transferred."

### Make privacy paramount


Taylor had to do some extra paperwork herself: "As soon as the offer was accepted, my seller and I had to sign a non-disclosure agreement (NDA) to protect the buyer's privacy," she said. NDAs are often part of the process for people who are in the public eye and can be just one element of an overall plan to minimize the deal's impact on the client's security. "Interestingly, my seller was a huge fan but couldn't meet them due to privacy protocols. We actually think the buyer may have chosen our listing in part because of all the fan memorabilia in my client's home office. Might have felt like a sign?"

### Put yourself in their shoes

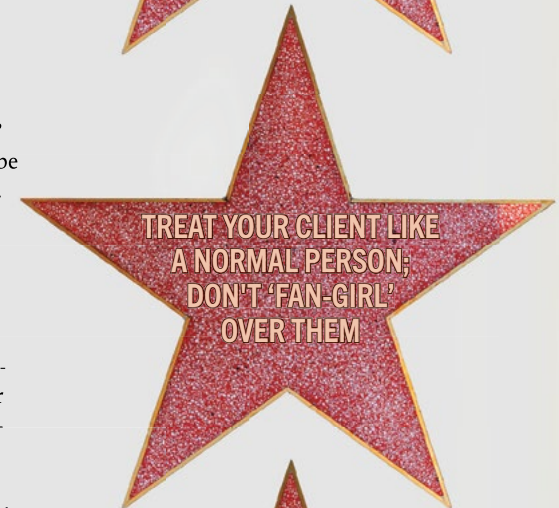
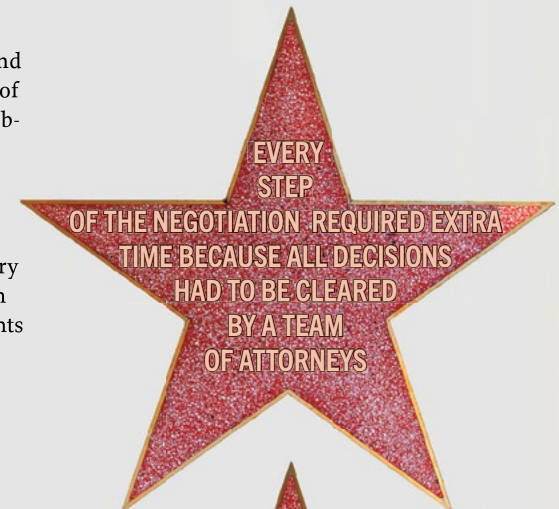
Liana Walker, agent at Epique/Wisdom House Realty Group in Austin, had a positive experience with a high-profile client, in part because she kept her tone professional. "Treat your client like a normal person; don't 'fan-girl' over them," she said. "One of my colleagues 'fan-boyed' over them, and my client expressed feeling uncomfortable with that encounter."

Seeing celebrities as ordinary people in extraordinary circumstances can help you empathize with them when parts of the process have to be different. This client opted out of giving Walker a review because of privacy concerns, but she understood. "Working with high-profile clients requires a higher level of confidentiality and respect," Walker said. "My experience with them was great—they loved working with me, and I look forward to continuing to work with them!"

### Remember that handling unique situations is what you already do every day

Crystal Rosales, agent at Better Homes and Gardens Real Estate Winans in San Antonio, had a client who was CEO of a major national company. "People often assume that working with a celebrity or corporate executive is a completely different experience. But truthfully? It's not," she said. "When I worked with this CEO, I treated him with the same level of care, professionalism, and respect that I give to every one of my clients. That's because, regardless of status, everyone deserves an agent who listens, communicates clearly, and puts their best interest first. At the end of the day, real estate is about people." And for REALTORS®, everyone is "somebody." 

KELLIE BARTLETT is assistant editor for *Texas REALTOR*®.



# NEW STATEWIDE ZONING LAW TO FILL A GAP IN TEXAS HOUSING

More opportunities for manufactured housing benefit homebuyers and REALTORS®.

BY DJ PENDLETON

Scan the code or visit [texasmha.com/sb-785-resource-center](https://texasmha.com/sb-785-resource-center) to learn more about SB 785 from the Texas Manufactured Housing Association.



A.



B.

Photos courtesy of Champion Homes

Can you tell which of the houses on this page is a manufactured home? ANSWER: \_\_\_\_\_

It's a trick question; they both are. The quality and aesthetics of manufactured homes surprise many people who have misconceptions about modern manufactured homes. Thanks to a law passed in the 89<sup>th</sup> Texas Legislature, manufactured homes are poised to provide one solution to the housing shortage in Texas, offering opportunities for homebuyers and REALTORS® alike.

### What the new law does

Set to take effect September 1, SB 785 requires that cities cannot completely ban manufactured homes. Cities must allow new HUD Code manufactured homes somewhere within the city—either within an existing zoning category or in a newly created stand-alone zoning district—and that designated area must appear on the city's zoning map. This is a meaningful step forward that will allow new HUD Code manufactured homes in some city markets where they are currently prohibited.

There are several important exceptions. The law preserves private deed restrictions and historic districts. It also exempts certain small cities that do not have industrial or commercial zoning. Even so, many Texas cities will likely need to make some

level of zoning adjustment before the law takes effect.

SB 785 leaves specific zoning decisions largely in the hands of cities. Local governments retain broad discretion to determine where within their boundaries new HUD Code homes will be allowed. In short, cities get to choose the location—but they can no longer impose a blanket prohibition.

### Manufactured homes must meet federal code requirements

For those unfamiliar with the terminology, “HUD Code manufactured homes” simply means homes built to the federal building code administered by the Department of Housing and Urban Development. Much like the International Residential Code (IRC) governs site-built homes, the HUD Code establishes the residential building standards for manufactured housing.


Manufactured homes operate under a federal preemptive code that overrides any state or local codes. That preemption is a major reason factory-built housing can achieve its efficiencies and lower construction costs—often around half the price per square foot of traditional site-built homes. Because the HUD Code is uniform nationwide, manufacturers can build homes to a single standard and ship them across state lines. A home built in a factory in Waco, for example, can be delivered anywhere in Texas or to neighboring states without redesigning the structure to meet dozens of local codes.

The HUD Code originated in 1976 and is regularly updated and modernized. In fact, the most recent update took effect in September 2025 and included more than 90 revisions and new requirements. The point is simple: HUD continually oversees, updates, and enforces the standards to ensure manufactured homes meet federal requirements for quality, durability, and safety. Today's HUD Code homes offer a wide range of designs, sizes, amenities, and architectural styles. Put plainly, these are not your grandparents' mobile homes.

### How REALTORS® benefit from this new law

In some cities, the required zoning allowance will open opportunities for new infill development, greenfield projects, or small subdivisions. When manufactured homes are properly titled with the land as real property through the state's title conversion process, they become permanent improvements just like any other home. That means they can be bought, sold, and financed through traditional real estate channels—creating new opportunities for REALTORS® to work alongside the manufactured housing industry to deliver attainable homeownership.

Many REALTORS® are directly involved in local policy—serving on planning and zoning commissions, advisory boards, and even city councils. For those involved in local decision-making, you can help dispel misunderstandings or outdated narratives about manufactured housing and encourage thoughtful, balanced policymaking as cities work toward compliance before the September 1 deadline.

When given a fair opportunity to integrate into a city's housing landscape—alongside reasonable and good-faith development standards that reflect local market realities—manufactured housing can be part of a practical solution to housing supply challenges. The key is to apply thoughtful local standards that protect community character without layering on costly requirements that make the homes economically unattainable for the market they are meant to serve. 

**DJ PENDLETON** is the Executive Director of the Texas Manufactured Housing Association. Pendleton has been running TMHA for nearly 20 years, with a primary focus on state-level legislative advocacy.



Factory-built housing can achieve efficiencies and lower construction costs—often around half the price per square foot of traditional site-built homes.

—DJ PENDLETON



### SEE FOR YOURSELF

Viewing the manufactured-home construction process firsthand often changes perceptions. You can visit a sales center to walk through some homes, or contact DJ Pendleton ([dj@texasmha.com](mailto:dj@texasmha.com)) to arrange a factory tour. The quality, efficiency, and design of today's manufactured homes demonstrate the opportunity they provide to expand housing options and support homeownership across Texas cities.



Modular homes (technically called industrialized housing) are different from HUD Code homes and are not covered by SB 785. Modular homes are a small segment of the factory-built housing market constructed to the statewide preemptive code—currently the 2021 IRC and 2015 IECC—and administered in Texas by the Texas Department of Licensing and Regulation.

# Get to Know This Year's REALTORS® TO WATCH

The REALTORS® to Watch award honors REALTORS® under 40 for exemplary leadership, community involvement, and professionalism.

Texas REALTORS® has named six exceptional members as 2025 REALTORS® to Watch.

“This year’s honorees have distinguished themselves not just as professionals, but as leaders in their communities,” says 2026 Texas REALTORS® Chairman Jennifer Wauhob. “They will be shaping the future of the REALTOR® association and the markets they serve for years to come.”



## ANASTASIA PENA

Anastasia Pena graduated high school at 16, started working as a receptionist for a real estate school, and got her license at 18.

“Growing up in poverty and the desire to pull yourself up to get your family into a better life has pushed me every day since I was 16 years old,” she says.

When she was starting out, it was hard to convince clients to entrust their largest financial purchase to a teenager.

After working as a broker and team lead, the Texas REALTORS® Leadership Program graduate

is now a compliance manager for Better Homes and Gardens Gary Greene assisting agents with complex transactions and issues. She also co-founded a Houston-area property management company, Maven Property Care.

Pena has also been active in her local and state YPN and is serving as 2026 HAR YPN chair. She has also been involved with the Women’s Council of REALTORS®.

“I demonstrate my leadership through applying myself and being a servant leader,” she explains. “My team relies on me to help them navigate tough situations with their clients.”

**YEARS OF EXPERIENCE**  
more than  
**10 years at age 29**



## ASHLEY HAMBRIGHT

Volunteering with the REALTOR® association has been a priority for Ashley Hambright. The 2023 San Angelo Association of REALTORS® chairman has served on numerous local committees and is a Texas REALTORS® director and TREPAC trustee.

“Get involved—whether it’s at the local, state, or national level—at whatever level you feel confident. It will feed your soul, bring happiness, and deepen the fulfillment you feel as a professional,” says the TRLP graduate.

She credits her involvement with growing her professional network, strengthening her leadership and communication skills, and giving her a broader perspective.

Hambright strives to be the agent she wishes she’d had when she and her husband bought their first home. The process left them feeling uneasy at times with many questions and few answers.

“I want to be that person who provides clarity, support, and guidance during what is an exciting, and at times overwhelming, chapter in life,” the sales associate says.

**AWARD WINNER**  
Hambright won the 2023  
**Texas REALTORS® Grassroots Advocate of the Year for her work impacting tax transparency in Tom Green County.**



## JENNIFFER BURNLEY

“Real estate offers me the opportunity to merge my skills with my passion for connecting with people,” says Jenniffer Burnley.

The lead associate brings an analytical, tech-savvy perspective to her Houston-area business by drawing on her computer science degree and banking management experience.

When she moved to Houston, she did not have any family or close personal connections in the city. She worked hard to grow her sphere of influence.

Burnley has learned that real estate is about trust, connection, and consistency. Going the extra mile for clients and nurturing relationships over time leads to repeat business and referrals. “As a proud Latina professional from Peru,

I understand the challenges and dreams of individuals from diverse backgrounds, especially those who might be navigating the complexities of

real estate for the first time,” says the TRLP graduate. “It is incredibly rewarding to serve as a trusted guide for my clients in achieving their real estate goals and creating wealth.”

**VOLUNTEERING**  
Jane Around the World,  
Project C.U.R.E.,  
Kids’ Meals, BEAR

## JOSEPH TOWNS

Broker Associate Joseph Towns says optimism is a strategy, not a result. “Wealth is keeping your fire lit so you can light others’ fires,” he adds.

The Five Points Board of REALTORS® president-elect says his success in real estate is completely dependent on showing up, proximity to other leaders, excellent affiliate relationships, and his supportive and encouraging wife.

Towns continues his education through classes with his local REALTOR® association, local title

companies and lenders, and state and national conferences. He volunteers with his church and local organizations. Towns has served on several committees with his local REALTOR® board, including the Strategic Planning Task Force, Governmental Affairs Committee, and the Finance

Committee. He has also been a TREPAC major investor since 2019/2020.

“As a leader on my local REALTOR® board, I’ve learned that nothing I do is worth anything unless I also prepare the way for future leaders by paving the road, casting a vision, and growing the next leader to pass the torch,” he says.

**DESIGNATIONS**  
ABR, CRB, ePRO, GRI,  
HFR, PSA, RENE, TRLP

## KARLA MILLER

Karla Miller has learned that success comes from action. “In real estate, you have to have grit and the determination to figure things out, even when no one is there to guide you,” the sales associate says.

Prior to becoming a real estate agent, Miller had been a licensed insurance agent and agency owner. She was looking for a career that highlighted her strengths while giving her the flexibility to be there for her children. “As a mom of three and a full-time agent, I’ve had to learn how to

manage my time, stay organized, and keep pushing forward even on the hardest days,” she says.

As a director and YPN committee chair, she has led initiatives that support local causes and showcase how members give back.

In 2025, she was honored as REALTOR® of the Year by the Harlingen Board of REALTORS®. She has already earned her ABR, C2EX, and AHWD certifications and plans to continue growing through education, mentorship, and leadership roles within the Harlingen Board of REALTORS® and YPN.

**MAJOR INVESTOR**  
Miller says she invests in  
TREPAC to support advocacy efforts that protect the industry and clients’ property rights.

## TYLER KREIS

Flipping houses with his father-in-law taught Tyler Kreis how real estate could change lives and create long-term wealth and the freedom to pursue new opportunities. Kreis went into real estate to give these things to his family and to guide clients, investors, and eventually other agents toward success, too.

In addition to closing his own transactions, Kreis mentors and sponsors 18 agents as a designated broker/owner. “When I launched TK Realty, I quickly realized that success was no

longer just about my own production but about creating systems, culture, and mentorship that allowed other agents to thrive,” he says. He serves as a director of the MetroTex Association of REALTORS® and Texas REALTORS®. He was also the MetroTex YPN chair in 2024 and 2025.

The TRLP graduate is active in community and charity events such as Celebrate Roanoke and Roanoke Trunk or Treat. “The roles that have impacted me the most are the ones where I see the direct results of service, whether feeding families, sponsoring local kids’ programs, or mentoring agents who also pour into their communities.”

**OTHER BUSINESSES**  
Kreis also owns two candy stores and a gift shop in Oklahoma.

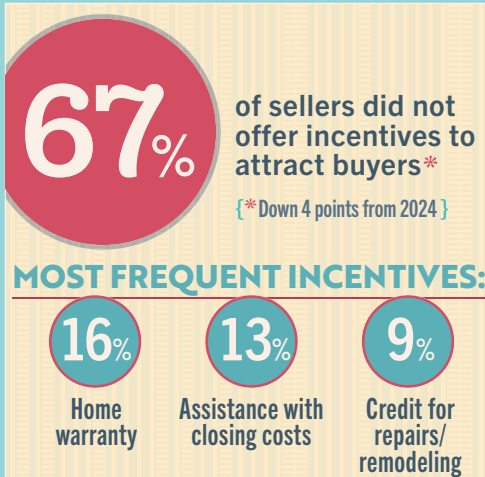
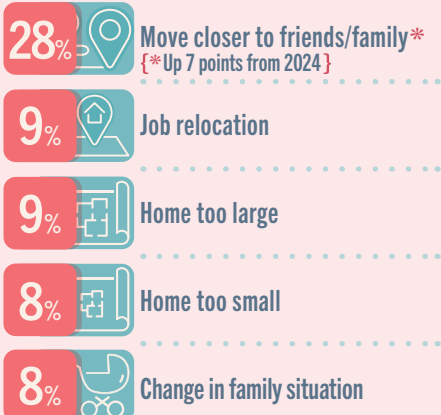


# TEXAS HOMESSELLERS

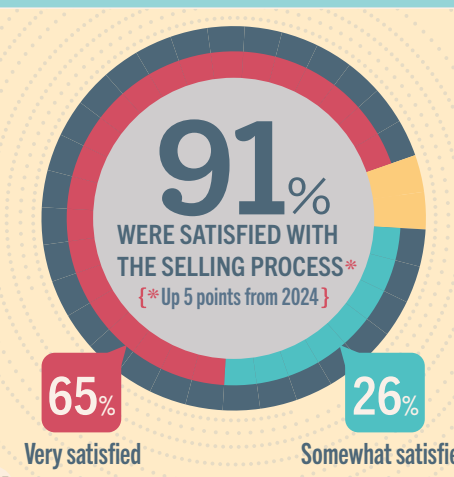
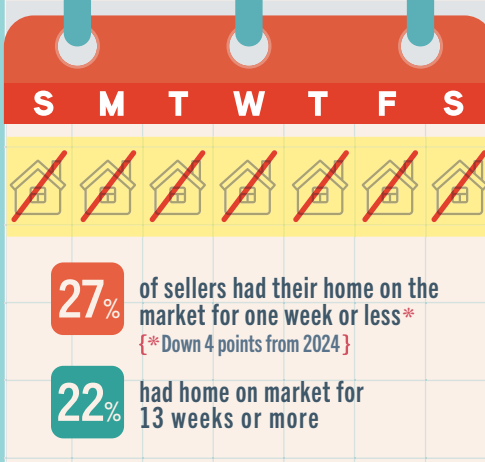
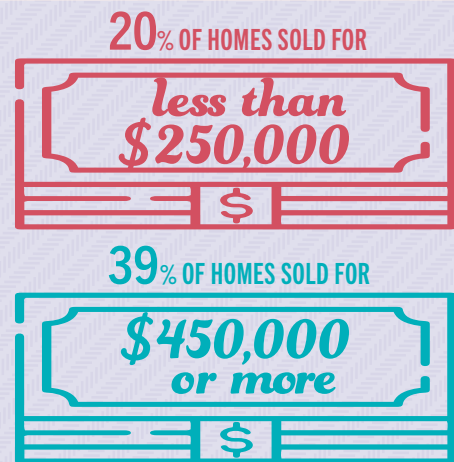
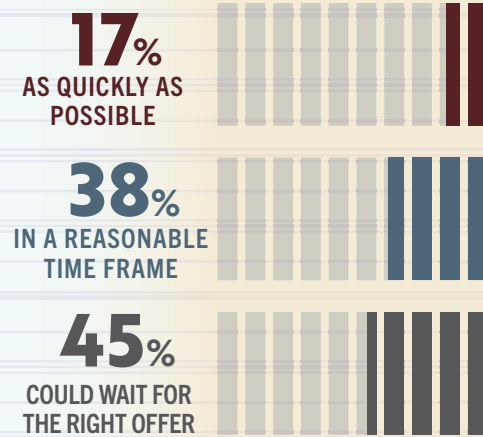
## Who They Are and What They Want

The previous issue of *Texas REALTOR*® featured survey results about Texas homebuyers. This issue highlights homesellers in Texas. Responses are from NAR's nationwide homebuyer and seller survey and include homesellers who also purchased a primary residence between July 2024 and June 2025. \*Percentages may not add to 100% due to rounding or other responses not listed.

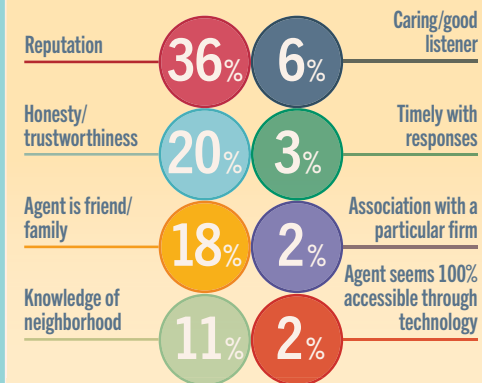
### Top reasons for selling



### How quickly sellers need to sell



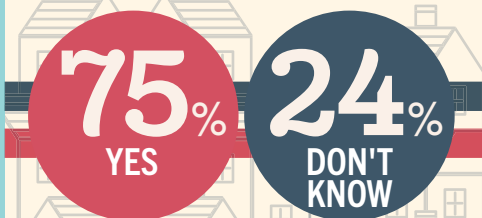
### Most important factor when choosing agent



### How seller found agent



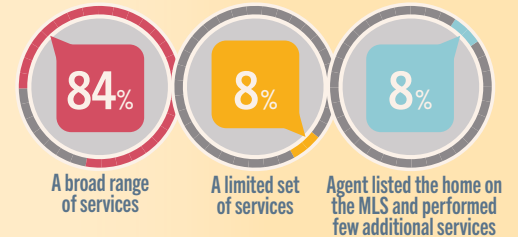
### Was seller's agent a member of NAR?



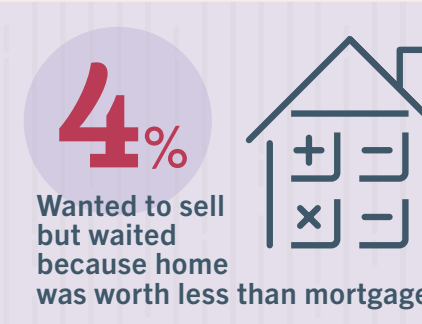
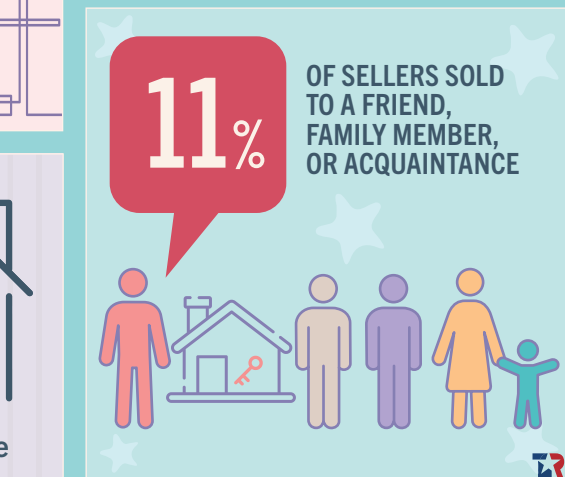
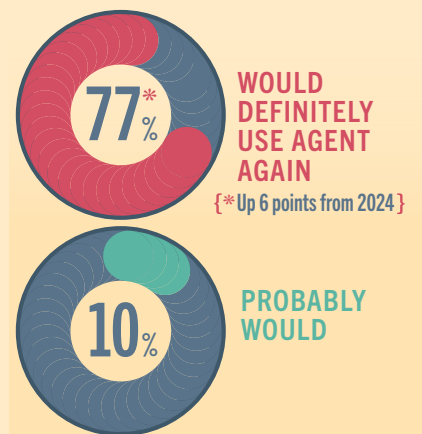
### What sellers want most from real estate agents



### Level of service provided by agent



### Number of agents contacted before selecting one





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## GET INFOGRAPHICS, REPORTS, AND INSIGHTS TO HELP YOU SUCCEED

Experience and business acumen only get you so far. You also need good data to make informed decisions that benefit your business and your clients. Texas REALTORS® conducts research and surveys about:

- Homebuyer and seller activity, preferences, and demographics
- Real estate sales activity in 26 Texas metros and statewide
- Sales of million-dollar homes in the largest Texas metros
- Relocation activity into and out of Texas
- REALTOR® experiences with buyers and sellers
- International homebuyers in Texas.

You can share these reports with clients, with agents in your brokerage, on your social channels, and in your marketing.



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- Follow Texas REALTORS® on Facebook, Instagram, or LinkedIn to share research content directly with others on those channels
- Link directly to the reports at [texasrealestate.com/research](https://texasrealestate.com/research)
- Take screenshots of infographics from reports. Use them in your marketing materials, brokerage meetings, listing presentations, social media, and anywhere else you find useful.

# THE CLOSING

## Win Your Next Listing

You can have a great listing presentation and still not get the job. Here are tips to make your next meeting with sellers a success.



### CONTROL THE MEETING

Sellers are hiring a professional to handle the sale. If you walk in with a rehearsed plan, you demonstrate that you are that professional. For example, you could start by asking the sellers for a property tour, then sit with them and talk about their goals, and finally present your value proposition. Whatever your plan, sharing your agenda ahead of time will give them confidence that you're prepared and know what you're doing.

### ASK QUESTIONS—AND LISTEN

Throughout the meeting, ask questions. "What's your favorite feature of the property? How long have you lived here?" They don't have to be probing questions; you're building rapport and learning about the property and the sellers—plus, you might uncover information to help you better market their property. The key is to attentively listen to the sellers' answers and explore areas of concern or confusion.

### ACT LIKE YOU HAVE THE LISTING

Say things like "When I start marketing this property ..." instead of "If you decide to list with me." That doesn't mean you should act cocky. But projecting confidence shows you are ready to get to work.

### LEAVE MATERIALS WITH THE SELLERS

Emails are easy to delete. A folder with your homeselling process, data about recent sales, and background about you and your services is harder to ignore.

### OUTLINE WHAT COMES NEXT

Whether you ask for the listing before you leave or plan to follow up in a few days, clearly convey what happens next. Leaving it up to the sellers to make the next move decreases your chance of success.

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#### An inspiring journey from the barrio to network television

From his humble start at a San Antonio country music radio station, where one of his first duties was to feed horses behind the studio, John Quiñones rose to become a network news trailblazer at ABC News and *20/20*.

As host and creator of *What Would You Do?*, Quiñones inspires audiences around the globe, encouraging empathy, courage, and meaningful conversations about how we treat one another.

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2026 SHAPING TEXAS  
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