



COMMITMENT FOR TITLE INSURANCE (T-7)
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those restrictive covenants recorded in Volume 128, Page 53, Map Records, and Clerk's File No. C090434, Real Property Records, Harris County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - b. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
 - c. Rights of parties in possession.
 - d. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
 - e. The following easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in Volume 123, Page 53, Map or Plat Records, Harris County, Texas, and as shown on survey dated February 21, 1995, prepared by J. Michael Moore, Registered Professional Land Surveyor No. 4400:
 - 20 foot building line along the northeast property line.
 - 5 foot utility easement along the south property line, together with a 5 foot by 20 foot aerial easement.
 - utility easement varying in width along the west property line, together with a 5 foot by 20 foot aerial easement.
 - 40 foot drainage easement along the westerly corner of property.
 - f. Driveway easement for the use and benefit of owners, as set forth in Clerk's File No. C621157, Real Property Records, Harris County, Texas.
 - g. Driveway easement 5 foot wide for the use and benefit of owners, as set forth in Clerk's File No. C671711, Real Property Records, Harris County, Texas, and as shown on survey dated February 21, 1995, prepared by J. Michael Moore, Registered Professional Land Surveyor No. 4400.
 - h. Subject property lies within the boundaries of Spring Branch Management District.
 - i. The subject property is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality) is subject to the terms, conditions and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed for record on August 1, 1991, in CC # N253886, Real Property Records, Harris County, Texas.
 - j. The subject property is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality) is subject to the terms, conditions and provisions of Ordinance # 89-1312 of the City of Houston, a certified copy of which is recorded in CC # M337573, Real Property Records, Harris County, Texas, which provides that sellers advise purchasers of the restrictions outstanding against the purchase property.
 - k. The subject property is located within the City of Houston is subject to the terms, conditions and provisions of City of Houston Ordinance No. 91-1701, pertaining to among other things, the planting, maintenance and preservation of trees and shrubs and the erection of screening fences. A certified copy of said ordinance was filed for record on February 28, 1992, in CC # N556388, Real Property Records, Harris County, Texas.
 - l. No liability is assumed by virtue of variations between the fence lines and subject property lines, as shown on survey dated February 21, 1995, prepared by J. Michael Moore, Registered Professional Land Surveyor No. 4400.
 - m. No liability is assumed by reason of concrete drive over utility easement, as shown on survey dated February 21, 1995, prepared by J. Michael Moore, Registered Professional Land Surveyor No. 4400.



COMMITMENT FOR TITLE INSURANCE (T-7)
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Vendor's Lien in Deed from Terry Humerickhouse to David M. Dix, a married person, dated December 27, 2018, filed December 31, 2018, recorded in CC # RP-2018-581790, Real Property Records, Harris County, Texas, securing JPMorgan Chase Bank, N.A. in the payment of a note in the principal sum of \$228,000.00; said Note being additionally secured by Deed of Trust executed by David M. Dix and Tobias Engle, a married couple, to Allan B. Polunsky, Trustee, recorded in CC # RP-2018-581792, Real Property Records, Harris County, Texas; and all terms and provisions contained therein, including, but not limited to, any additional indebtedness secured by said instrument.**
6. **Company will require the Seller(s) and/or Borrower(s) execute an Affidavit of Debts, Liens and Third Party Interests.**
7. **Company requires marital history of record owner shown on Schedule A hereof from date of acquisition to date of closing. Company requires joinder of spouse as facts indicate. Subject to any change in marital status since said date which would result in an outstanding interest.**
8. **Title vested by virtue of General Warranty Deed, recorded in CC # RP-2018-581790, Real Property Records of Harris County, Texas.**
9. **The following note is for informational purposes only: The following deed(s) affecting said land were recorded within the last 24 months of the date of the commitment: NONE**
10. **Property is located in the Spring Branch Management District. Seller and purchaser must execute, acknowledge and we must record a statutory notice required pursuant to Section 49.452 of the Texas Water Code. Company requires that all assessments be paid current to date of closing.**
11. **Secure and record a Notice of Restrictions as set out by the Terms, conditions and provisions of that Ordinance # 89-1312 of the City of Houston, a certified copy of which is recorded in CC # M337573, Real Property Records, Harris County, Texas, which provides that sellers advise purchasers of the restrictions outstanding against the purchase property.**

Countersigned
Capital Title of Texas, LLC- Katy

By: 

Authorized Signatory