



**COMMITMENT FOR TITLE INSURANCE (Form T-7)**

**Issued by**

**TITLE RESOURCES GUARANTY COMPANY**

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

Anna Lowery  
An Authorized Signature

**TITLE RESOURCES GUARANTY COMPANY**

By: J. Scott McCall  
J. Scott McCall, President/CEO

By: Owen E. Girard  
Owen E. Girard, Secretary

COMMITMENT FOR TITLE INSURANCE

Issued By

*Title Resources Guaranty Company*

**SCHEDULE A**

Effective Date: **March 5, 2025, 8:00 AM**

GF No. **202500691**

Issued: **March 14, 2025, 9:31 AM**

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:

PROPOSED INSURED:

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED: **TO BE DETERMINED**

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED: **TO BE DETERMINED**

Proposed Borrower: **TO BE DETERMINED**

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- (f) OTHER

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

2. The interest in the land covered by this Commitment is:

**Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:

**Dana Lynn Wright as Trustee of The Dana Lynn Wright Living Trust dated the 11th of January, 2013, as amended**

4. Legal description of land:

**Unit 3, MILAM GROVE CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Declaration of Condominium recorded under Document No. [2020089986](#) of the Official Public Records of Travis County, Texas, and amendments thereto, together with an undivided interest in and to the common elements appurtenant thereto.**

# COMMITMENT FOR TITLE INSURANCE

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*Title Resources Guaranty Company*

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):

Volume 680, Page 597 of the Deed Records;

Volume 707, Page 280 of the Deed Records;

Document No. 2017164985 of the Official Public Records;

Document No. 2017164986 of the Official Public Records;

Document No. 2020089120 of the Official Public Records;

Document No. 2020089986 of the Official Public Records;

Document No. 2020098948 of the Official Public Records;

Document No. 2020181780 of the Official Public Records;

Document No. 2021239898 of the Official Public Records;

Document No. 2022097291 of the Official Public Records;

Document No. 2023094158 of the Official Public Records; and

Document No. 2023094271 of the Official Public Records, all of Travis County, Texas.

(But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 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.
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 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 **2025**, 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2025 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. **Building setback 25 feet in width along the front property line, as shown by the Plat recorded in [Volume 17, Page 92](#) of the Plat Records of Travis County, Texas.**
  - b. **Electric easement 5 feet in width along the northwest and southwest property line(s), as shown by the Plat recorded in [Volume 66, Page 15](#) of the Plat Records of Travis County, Texas.**
  - c. **Private water and sanitary sewer easement located across Lot A for the benefit of Lot B, as shown by the Plat recorded in [Volume 66, Page 15](#) of the Plat Records of Travis County, Texas.**
  - d. **Building setback(s) 25 feet in width along the east property line(s), as shown by the Plat recorded in [Volume 66, Page 15](#) of the Plat Records of Travis County, Texas.**
  - e. **Electric and telephone lines and systems easement granted to the City of Austin, by instrument dated May 8, 1972, recorded in [Volume 4346, Page 1042](#) of the Deed Records of County, Texas.**
  - f. **Variance Grant for Temporary Type II Permit dated May 19, 2017, recorded under Document No. [2017080243](#) of the Official Public Records of Travis County, Texas.**
  - g. **Declaration of Drainage Easement and Unified Development and Unified Development Agreement with Drainage Facilities dated June 30, 2017, recorded under Document No. [2017164984](#) of the Official Public Records of Travis County, Texas.**
  - h. **Drainage Easement with Permitted Obstructions and Required Maintenance dated March 10, 2018, recorded**

under Document No. [2018174980](#) of the Official Public Records of Travis County, Texas.

- i. Exclusive Water Lines Vault easement granted to City of Austin, by instrument dated November 7, 2018, recorded under Document No. [2019015374](#) of the Official Public Records of Travis County, Texas.
- j. The terms, conditions and stipulations of that certain Easement Agreement dated November 3, 2017, recorded under Document No. [2020004687](#) of the Official Public Records of Travis County, Texas.
- k. Electric utility easement granted to City of Austin, by instrument dated May 31, 2017, recorded under Document No. [2017091011](#) of the Official Public Records of Travis County, Texas.
- l. Subject to all definitions, easements, covenants, limitations, conditions, rights, privileges, obligations, liabilities, and all other terms and provisions of that certain Declaration of Condominium and By-Laws (if attached), recorded under Document No. [2020089986](#) of the Official Public Records of Travis County, Texas.
- m. Liens securing assessments and/or charges payable to Milam Grove Condominium Community, Inc. as set out in Declaration of Condominium recorded under Document No. [2020089986](#) of the Official Public Records of Travis County, Texas.  
  
Company insures the Insured against loss, if any, sustained by the Insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage. (Loan Policy Only)
- n. Management Certificate for Milam Grove Condominium Community, Inc. recorded under Document No. [2023124732](#) of the Official Public Records of Travis County, Texas.
- o. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
- p. Easements, or claims of easements, which are not recorded in the public records.
- q. Rights of parties in possession. (Owner's Policy Only)

**COMMITMENT FOR TITLE INSURANCE**

Issued By

*Title Resources Guaranty Company***SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' 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, subcontractors, 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. **This Company must follow Procedure Rule P-27 as set out by the Department of Insurance in disbursing funds provided by the Assured and/or Insured on Schedule "A" of this Commitment. Good Funds shall be in possession of the title company prior to any disbursements. Good Funds shall be as defined in Rule P-27, and include cash or wire transfers, certified, cashier's or teller checks.**
6. **For each entity that will execute any document in connection with the proposed closing (AND any other entity executing said document on its behalf), this company must be furnished the following authority and existence documentation:**
  - (a) **Corporation - Certificate of Existence from the Secretary of State, Articles of Incorporation from the Secretary of State, and a properly executed Corporate Resolution (in recordable form) to support the proposed transaction.**
  - (b) **Limited Liability Company - Certificate of Existence from the Secretary of State, Articles of Organization from the Secretary of State, copy of Regulations (and any Amendments thereto), and Secretary's Certificate (in recordable form).**
  - (c) **General Partnership - copy of Partnership Agreement (and any Amendments thereto).**
  - (d) **Limited Partnership - Certificate of Limited Partnership from the Secretary of State, Certificate of Existence from the Secretary of State, copy of Limited Partnership Agreement (and any Amendments), and evidence of consent of limited partners (in recordable form), if required.**
  - (e) **Joint Venture - copy of Joint Venture Agreement (and any Amendments thereto).**

- (f) Trust - copy of the Trust Agreement (and any Amendments thereto) for review or, in the alternative, the Trustee must file a Certification of Trust in the real property records meeting all of the provisions of Section 114.086(a) and (c) of the Texas Property Code, and provide excerpts from the Trust Agreement sufficient to evidence authority of the Trustee to enter into this transaction.
7. Vendor's Lien retained in Deed dated December 21, 2020, and recorded under Document No. [2020253638](#) of the Official Public Records of Travis County, Texas, executed by Del Curto 2712, LLC to Dana Lynn Wright as Trustee of The Dana Lynn Wright Living Trust dated the 11th of January, 2013, as amended, securing the payment of one promissory note of even date in the principal amount of \$986,250.00, payable to PNC Bank, NA, additionally secured by Deed of Trust, of even date, to Middleberg Riddle and Gianna, Trustee, and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, recorded under Document No. [2020253639](#) of the Official Public Records of Travis County, Texas.
8. Company must be furnished evidence that the assessments payable to Milam Grove Condominium Community, Inc. are either paid in full or not yet due.
9. NOTE: The last recorded deed to convey the subject property (or a portion thereof) is dated December 21, 2020, filed for record on December 29, 2020, recorded under Document No. [2020253638](#) of the Official Public Records of Travis County, Texas, executed by Del Curto 2712, LLC to Dana Lynn Right as Trustee of The Dana Lynn Wright Living Trust dated the 11th of January, 2013, as amended.
10. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided by the purchaser(s) prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
11. Company must be furnished a satisfactory Affidavit of Debts and Liens executed by Seller(s).
12. Company must be furnished a satisfactory Waiver of Inspection executed by Purchaser(s).
13. THIS COMMITMENT MUST BE UPDATED PRIOR TO CLOSING AND FUNDING.



## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE D

GF No. 202500691

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

**Shareholders:**

RE Closing Buyer Corp.

**Directors:**

Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Virginia Suliman; H. Ilene Topper; Ajay Waghray, Charles Chacko

**Officers:**

J. Scott McCall-President/CEO; Owen E. Girard-Secretary; Peter Prygelski-Treasurer/Chief Financial Officer

2. The issuing Title Insurance Agent, Heritage Title Company of Austin, Inc., is a corporation whose shareholders owning or controlling, directly or indirectly, 1% or more of said corporation (or owning or controlling 10% or more of any entity that owns 1% or more of the Agent), directors, and officers are listed below:

Owners of 10% or more: Gary S. Farmer, Douglas J. Dwyer Family Trust and Laura A. Beuerlein

Board of Directors: Gary S. Farmer, Jan Cox Dwyer and Laura A. Beuerlein

Officers: Gary S. Farmer, President; Laura A. Beuerlein, Executive Vice President/Treasurer; Brenda K. Hindsman, Executive Vice President/Secretary; Vicki Zamorsky, Senior Vice President - Operations; John Bruce, Executive Vice President; Amy Fisher, Senior Vice President; Daniel R. Elkins, Jr., Senior Vice President/Plant Manager; Mary Metz, Senior Vice President; Stacey Dunn, Senior Vice President; Cari Ezell, Senior Vice President; Rhoda Stark, Senior Vice President/Residential Escrow Manager; Mindy Hallford, Senior Vice President and Andrew Shaw, Senior Vice President.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<b>\$0.00</b>
Loan Policy	<b>\$0.00</b>
Endorsement Charges	<b>\$0.00</b>
Other	<b>\$0.00</b>
Total	<b>\$0.00</b>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**---MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

**---EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

**---EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

**---CONDITIONS** are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

**---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2).** To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

**---Allow the Company to add an exception to "rights of parties in possession."** If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to

increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

**The arbitration provision in the Policy is as follows:**

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

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SIGNATURE

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DATE

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**Minerals and Mineral Rights** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations.

## TEXAS CONSUMER NOTICE

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance Company. If you don't, you may lose your right to appeal.

### **Title Resources Guaranty Company**

To get information or file a complaint with your insurance company:

**Toll-free: 800-526-8018**

Email: [claims@titleresources.com](mailto:claims@titleresources.com)  
Mail: Title Resources Guaranty Company  
Attention: Claims  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

### **The Texas Department of Insurance**

To get help with an insurance question, or file a complaint with the state:

Call with a question: 1-800-252-3439  
Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Mail: Consumer Protection, MC: CO-CP, Texas  
Department of Insurance, P.O. Box 12030, Austin, TX  
78711-2030

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Se no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través de proceso de quejas o apelaciones de su compañía de seguros. So no lo hace, podría perder su derecho para apelar.

### **Title Resources Guaranty Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Teléfono gratuito: 800-526-8018**

Correo electrónico: [claims@titleresources.com](mailto:claims@titleresources.com)  
Dirección postal: Title Resources Guaranty Company  
Attention: Claims  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439  
En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Dirección postal: Consumer Protection, MC: CO-CP,  
Texas Department of Insurance, P.O. Box 12030,  
Austin, TX 78711-2030

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>	



Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<a href="https://www.anywhere.re">https://www.anywhere.re</a>); Anywhere Integrated Services, LLC (<a href="https://www.anywhereis.re">https://www.anywhereis.re</a>); and HomeServices of America, Inc. (<a href="https://www.homeservices.com">https://www.homeservices.com</a>).</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></b></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>



### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

**1-800-526-8018**

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### **AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

**1-800-526-8018**

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



## **Heritage Title Company of Austin, Inc.**

### **PRIVACY POLICY**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on application forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.



## **Heritage Title Company of Austin, Inc.**

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.