



COMMITMENT FOR TITLE INSURANCE

ISSUED BY



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 B and 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.

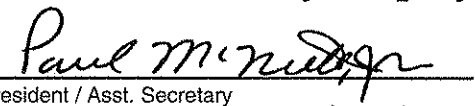
This Commitment ends in ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.



An Authorized Signature



Title Resources Guaranty Company

By: 
Vice President / Asst. Secretary


Secretary

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.

TEXAS COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **October 20, 2009** at 8:00 a.m.

GF No. **00092545**

Commitment No. **00092545** issued **October 27, 2009**, 8:00 a.m.

1. The policy or policies to be issued are:

(a) OWNER 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 POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **\$TO BE DETERMINED**
PROPOSED INSURED:
TO BE DETERMINED

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(f) OTHER:
Policy Amount: \$
PROPOSED INSURED:

Proposed Borrower:

Heritage Title Company of Austin, Inc.

Title Resources Guaranty Company

Texas Commitment - Schedule A

Valid Only if Schedule B and C, and Cover are attached

Printed Date: October 27, 2009

SCHEDULE A - continued

Commitment No. 00092545

GF No. 00092545

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:

Waterstone Development, LP

4. Legal description of land:

Unit 203, Building G, WATERSTONE CONDOMINIUMS, a condominium project in Travis County, Texas, according to the Amended and Restated Declaration of Waterstone Condominiums and Amendments thereto, recorded under Document No(s). 2009062904, 2009087680 and _____ of the Official Public Records of Travis County, Texas, together with an undivided interest in and to the common elements appurtenant thereto.

SAVE AND EXCEPT that portion of the common elements conveyed by Waterstone Development, L.P. to Travis County Municipal Utility District No. 10 recorded under Document No(s). 2009060100, 2009094152 and 2009094154 of the Official Public Records of Travis County, Texas.

SCHEDULE B

Commitment No. 00092545

GF No. 00092545

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):

Volume 13072, Page 1668 of the Real Property Records and Document Nos. 2009062904, 2008205748, 2008205749 (Condominium Declaration), 2009087680, 2009133726 and _____ of the Official Public Records and Document No. 200700144 of the Plat 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 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 Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2009, 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 Mortgagee 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 2009 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

Heritage Title Company of Austin, Inc.

Title Resources Guaranty Company

Texas Commitment - Schedule B

Valid Only if Schedule A and C, and Cover are attached

Printed Date: October 27, 2009

SCHEDULE B - continued

Commitment No. 00092545

GF No. 00092545

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 Mortgagee 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 Mortgagee Policy only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. **Damage release and inundation rights granted to Lower Colorado River Authority by instrument recorded in Volume 649, Page 281 of the Deed Records of Travis County, Texas.**
 - b. **Electric transmission and distribution line easement granted to Pedernales Electric Cooperative, Inc., by instrument dated July 11, 1946, recorded in Volume 816, Page 503 of the Deed Records of Travis County, Texas.**
 - c. **The terms, conditions and stipulations set out in that certain Waiver of Special Appraisal for the Benefit of Travis County Municipal Utility District No. 10 dated May 17, 2001, recorded under Document No. 2001079557 of the Official Public Records of Travis County, Texas.**
 - d. **The terms, conditions and stipulations set out in that certain Waiver of Special Appraisal for the Benefit of Travis County Municipal Utility District No. 10 dated September 18, 2001, recorded under Document No. 2001158581 of the Official Public Records of Travis County, Texas.**
 - e. **Subject to all definitions, restrictions, easements, covenants, limitations, conditions, rights, privileges, obligations, liabilities, and all other terms and provisions of that certain Amended and Restated Declaration of Waterstone Condominiums and By-Laws, recorded under Document Nos. 2009062904, 2008205748 and _____ of the Official Public Records of Travis County, Texas.**
 - f. **Assessments, charges and liens securing same as set out in the Amended and Restated Declaration of Waterstone Condominiums of Condominium recorded under Document No. 2009062904, 2009087680, 2009133726 and _____ of the Official Public Records of Travis County, Texas. (SUBORDINATE TO A RECORDED DEED OF TRUST LIEN SECURING A LOAN FOR CONSTRUCTION OF THE ORIGINAL UNIT, AND A FIRST OR SENIOR PURCHASE MONEY VENDORS LIEN OR DEED OF TRUST LIEN RECORDED BEFORE THE DATE ON WHICH THE DELINQUENT ASSESSMENT BECAME DUE.)**

SCHEDULE B - continued

Commitment No. 00092545

GF No. 00092545

- g. Homeowners Association Sale Fees as set forth in Section 6.15 in the Amended and Restated Declaration of Waterstone Condominiums recorded under Document No. 2009062904, 2009087680, 2009133726 and _____ of the Official Public Records of Travis County, Texas.**
- h. Home Buyer(s) Contribution to Homeowners Association Working Capital Fund as set forth in Section B.11 of Appendix B in the Amended and Restated Declaration of Waterstone Condominiums recorded under Document No. 2009062904, 2009087680 and _____ of the Official Public Records of Travis County, Texas.**
- i. Drainage easement granted to Travis County, by instrument dated July 14, 2008, recorded under Document No. 2008121143 of the Official Public Records of Travis County, Texas.**
- j. Drainage easement granted to Travis County, by instrument dated July 14, 2008, recorded under Document No. 2008121144 of the Official Public Records of Travis County, Texas.**
- k. The terms, conditions and stipulations set out in that certain Amended and Restated Boundary Line Agreement dated March 20, 2008, recorded under Document No. 2008070203 of the Official Public Records of Travis County, Texas.**
- l. Water and wastewater easement 10 feet in width along and between the northeast and southwest property line(s), as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- m. Drainage easement 10 feet in width along the southwest property line(s), as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- n. Water and wastewater easement of varying width along the southwest property line(s), as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- o. Drainage easement 27.85 feet in width along the north property line in the southern portion of subtract tract, as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- p. Access easement 15 feet in width along most southerly property line(s), as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- q. Inundation easement of varying width, as shown by the Plat(s) recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- r. Water line easement granted to Travis County Municipal Utility District No. 10, by instrument recorded under Document No. 2008197088 of the Official Public Records of Travis County, Texas.**

SCHEDULE B - continued

Commitment No. 00092545

GF No. 00092545

- s. Apparent easement as evidenced by the location of the overhead utility line in the northern part of subject tract running from the northeast to the west property line as shown on the Plat recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- t. Apparent easement evidenced by the location of the overhead utility line in the central portion of subject tract running along the southwest property line and extending into the property as shown on the Plat recorded under Document No. 200700144 of the Official Public Records of Travis County, Texas.**
- u. Encroachment of each building into both the LCRA inundation easement recorded in Volume 649, Page 281 and into the variable width drainage easement dedicated in the Plat recorded under Document No. 200700144 as evidenced by Plats and Plans attached to the Amended and Restated Declaration of Waterstone Condominiums recorded under Document No. 2009062904 of the Official Public Records of Travis County, Texas.**
- v. Utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated March 17, 2008, recorded under Document No. 2009134099 of the Official Public Records of Travis County, Texas.**
- w. Drainage easement granted to Travis County Municipal Utility District No. 10, by instrument dated September 23, 2009, recorded under Document Nos. 2009162149 and 2009174563 of the Official Public Records of Travis County, Texas.**
- x. Drainage easement granted to Travis County Municipal Utility District No. 10, by instrument dated September 23, 2009, recorded under Document Nos. 2009162150 and 2009174564 of the Official Public Records of Travis County, Texas.**
- y. Any and all leases, recorded or unrecorded, with rights of tenants in possession.**
- z. Easements, or claims of easements, which are not recorded in the public records.**
- aa. Rights of parties in possession. (Owner's Policy Only)**

SCHEDULE C

Commitment No. 00092545

GF No. 00092545

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:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - 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,
 - there is legal right of access to and from the land,
 - (on a Mortgage 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 Procedural 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).**

Heritage Title Company of Austin, Inc.

Title Resources Guaranty Company

Texas Commitment - Schedule C

Valid Only if Schedule A and B, and Cover are attached

Printed Date: October 27, 2009

SCHEDULE C - continued

Commitment No. 00092545

GF No. 00092545

- (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. Company is willing to issue the T-19 Endorsement to a Mortgagee Policy of Title Insurance, upon payment of the applicable premium, with regard to the following Schedule "B" item:**
- Encroachment of each building into both the LCRA inundation easement recorded in Volume 649, Page 281 and into the variable width drainage easement dedicated in the Plat recorded under Document No. 200700144 as evidenced by Plats and Plans attached to the Amended and Restated Declaration of Waterstone Condominiums recorded under Document No. 2008205747 and 2009062904 of the Official Public Records of Travis County, Texas.**
- 8. FOR INFORMATIONAL PURPOSES: The last recorded deed to convey the subject property (or a portion thereof) is dated October 5, 2005, filed for record on December 9, 2005 under Document No. 2005227951 of the Official Public Records of Travis County, Texas, executed by Waterford LT Partners, L.P. to Waterstone Development, LP.**
- 9. Deed of Trust dated July 6, 2007, recorded under Document No. 2007126876 of the Official Public Records of Travis County, Texas, executed by Waterstone Development, L.P. to John D. Hudgens, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby; securing one promissory note of even date therewith in the principal amount of \$23,812,500.00, payable to Texas Capital Bank, National Association.**
- Said lien having been modified and/or extended by instrument(s) recorded under Document Nos. 2009066558 and 2009146795 of the Official Public Records of Travis County, Texas.**
- 10. Financing Statement filed July 10, 2007, recorded under Document No. 2007126877 of the Official Public Records of Travis County, Texas, executed by and between Waterstone Development, L.P. as owner/debtor, granting to Texas Capital Bank, National Association, as creditor/secured party, a security interest in fixtures located on the subject property.**
- 11. Ascertain that all Homeowners Association Sales Fees and Home Buyer(s) Contribution to Homeowners Association Working Capital Fund have been paid.**

SCHEDULE C - continued

Commitment No. 00092545

GF No. 00092545

- 12. We require an amendment to the Condominium Declaration to include the addition of the proposed unit.**
- 13. We must be furnished a properly executed Affidavit of Debts and Liens, executed by Seller(s).**
- 14. We must be furnished with properly executed Waiver of Inspection, executed by Purchaser(s).**
- 15. THIS FILE MUST BE UPDATED PRIOR TO CLOSING AND FUNDING.**

By: _____



Authorized Countersignature

Lori Allmer

SCHEDULE D

Commitment No. **00092545**

GF No. **00092545**

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% of said corporation, directors and officers are listed below:

Shareholders: Title Resources Incorporated which is owned 100% by TAW Holding, Inc.

Directors: Donald J. Casey; Thomas N. Rispoli; Anthony Hull; Kim Sobieski; Hilry S. Stroup; Marilyn J. Wasser, Herb L. Williams

Officers: CEO/President, Herb L. Williams; Executive Vice President/Treasurer, Anthony E. Hull; Senior Vice President/General Counsel/Secretary, Michael P. Gozdan; Vice President/Asst. Secretary, Ernest P. McNutt, Jr.; Vice President, John C. Phillips; Vice President/Asst. Treasurer, Raymond Reece; Asst. Vice President, Clayton E. Greenberg; Asst. Vice President, Paul Myers; Asst. Vice President, Wade Thunhorst; Asst. Vice President, Richard Worsham; Senior Vice President/Chief Operating Officer, Robert Way; Executive Vice President/Assistant Secretary, Marilyn Wasser

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, Jan Cox Dwyer and Laura A. Beuerlein

Officers: Gary S. Farmer - President, Brenda K. Hindsman- Secretary and Laura A. Beuerlein- Treasurer

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

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:

Owners Policy	<u>\$TO BE DETERMINED</u>
Mortgage Policy	<u>\$TO BE DETERMINED</u>
Endorsement Charges	<u>\$TO BE DETERMINED</u>
Other	<u>\$TO BE DETERMINED</u>
Total	<u>\$TO BE DETERMINED</u>

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:

Amount	To Whom	For Services
\$ _____ %	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

* 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.

**DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner 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 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."

SIGNATURE

DATE

TEXAS COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **October 20, 2009** at 8:00 a.m.

GF No. **00092545**

Commitment No. **00092545** issued **October 27, 2009**, 8:00 a.m.

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PROPOSED INSURED:

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **\$TO BE DETERMINED**
PROPOSED INSURED:
TO BE DETERMINED

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:

Proposed Borrower:

(f) OTHER:
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:

Heritage Title Company of Austin, Inc.

Title Resources Guaranty Company

Texas Commitment - Schedule A

Valid Only if Schedule B and C, and Cover are attached

Printed Date: October 27, 2009

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

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 seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Segura 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.

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 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.

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 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 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.

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your Heritage Title Company of Austin, Inc. at (512) #505-5000.

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

1-800-526-8018

4 You may also write to Title Resources Guaranty Company at:

8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Heritage Title Company of Austin, Inc. or Title Resources Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 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 someter una queja:

Puede comunicarse con su Heritage Title Company of Austin, Inc. al (512) #505-5000.

Usted puede llamar al número de teléfono gratis de Title Resources Guaranty Company's para información o para someter una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company:

8111 LBJ Freeway, Ste. 1200
Dallas, TX 75251

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Heritage Title Company of Austin, Inc. o Title Resources Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de información y no se convierte en parte o condición del documento adjunto.

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 reliance on this Commitment. Our liability is limited to the amount shown in Schedule A of the Commitment and will be subject to the following terms of the Policy: Insuring Provisions; Conditions and Stipulations; and, Exceptions from coverage.

**COMMITMENT
FOR
TITLE INSURANCE**

*Title Resources
Guaranty Company*
Home Office
Dallas, Texas





AUSTIN, TEXAS

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 applications, 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. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

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

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.

Title Resources Guaranty Company Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Title Resources Guaranty Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.