

## Alamo Title Company 1110 N. Post Oak Rd., Suite 220 Houston, TX 77055

# **CITY PLANNING LETTER**

GF#: ATHCS19001919 Through an effective date of: August 25, 2019

## **Property**

Address: City/State/Zip Code: , Legal Description:

Lots 26, 27, 28 and 29, in Block 14, of Sunset Heights, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 43 of the Map Records of Harris County, Texas.

Metes and Bounds:

Based on a search of the Public Records of the County of Harris County, Texas the last instrument purporting to convey title to the land described above was:

GUERRA US PROPERTIES, LLC, a Texas limited liability company, by virtue of Deed recorded under Harris County Clerk's File No. RP-2018-868675.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of Harris County, Texas, and are affecting title to the property above described during the time frame as set out above:

**RESTRICTIONS:** 

Volume 3, Page 43 of the Map Records of Harris County, Texas.

**EASEMENTS:** 

None of Record

LIENS:

None of Record

This report is issued for the use of and shall inure to the benefit of Fernando Perez-Ogazon and is issued in consideration of \$324.75 paid by the benefited party named above, and no others, and to whom said sum shall be



## CITY PLANNING LETTER

(Continued)

returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

Alamo Title Company

By:



#### Exhibit C-LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE, THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE, NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE, YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

[Limitation Language for limitation to amount of fee paid for products]

Instrument Prepared By:
Marta Jacofsky
MEJ Professional Services, Inc
5100 San Felipe St.
Unit 374e
Houston, Texas 77056

RETURN INSTRUMENT TO: Pedro E Guerra Maccise 5100 San Felipe St. Unit 374e Houston, Texas 77056

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### **DEED WITHOUT WARRANTY**

# STATE OF TEXAS COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS, that GUMPUS GROUP LLC, a Texas limited liability company, with an address of 5100 San Felipe St., Suite 374e, Houston, Texas 77056 (the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, sold, and conveyed, and by these presents does grant, sell, and convey, without express or implied warranty, unto GUERRA US PROPERTIES LLC, a Texas limited liability company, with an address of 5100 San Felipe, Suite 374e, Houston, Texas 77056 (the "Grantee"), an undivided 25% interest in the real property located in Harris County, Texas, described as follows (the "Property"):

Lots Twenty-Six(26), Twenty-Seven(27), Twenty-Eight(28) and Twenty-Nine(29) In block Fourteen (14), of Sunset Heights, and addition in Harris County, Texas, according to the Map or plat thereof recorded in/under volume 3, page 43 of the map records of Harris County, Texas.

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TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the Grantee and Grantee's successors and assigns, forever.

This conveyance is subject to the following:

- 1. All validly existing easements, rights-of-way, and prescriptive rights, whether or not of record;
- 2. All other presently recorded and validly existing restrictive covenants and reservations of oil, gas, and other minerals that affect the Property;
- 3. All other presently recorded and validly existing instruments that affect the Property;
- 4. Taxes and assessments for the current year and all subsequent years; and
- 5. Zoning and other governmental regulations.

All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

Signed by the Grantor, GUMPUS GROUP LLC, on December 19, 2018.

**GUMPUS GROUP LLC** 

By: Lizzette del Carmen Yitani Marcos

Its: MANAGER

STATE OF TEXAS COUNTY OF HARRYS
The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described
Pedro Guerra Maccise on benalt Dierra US Properties LLC
redio ducita Maccise di Dellan Dacina Cas Properties EEC
Before me, Simen Ritel Wotery Public [name and title of officer], on this
day personally appeared Lizzette del Carmen Yitani Marcos, known to me (or proved to me on the
oath of [name of witness] or proved to me through
[description of identity card or other document]) and
[name of witness] or proved to me
through Pass Port (GZ6745)70) [description of identity card
or other document] to be the persons whose name are subscribed to the foregoing instrument and
acknowledged to me that they executed the same as the act of GUMPUS GROUP LLC, a Texas
limited liability company, as its MANAGER, for the purposes and consideration therein expressed.
Given under my hand and seal of office on December 19, 2018.
Sunfated
NOTARY PUBLIC
My Commission Expires: 11/5/27
Notary Public, State of Texes Comm. Expires 11-05-2022
Notary ID 131784176

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Branch	Order Number		Property County		
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Order Type	Transaction Type Purchase (Residential)  Product Code RESALE		Examiner	Closer	
TE			Nancy K	Myrna Espinoza	
Sales Representative HOUSE/HOUSE\HOUSE			Property Address 7810 Ludington Drive, Houston, TX 77071		

GL Cod	Bill le Code	Trans Code	Line	Description					Amount
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537006	RES	8866	C.1	Title - Buyer eRe	-			3.20	
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Split	(A) Alamo	Title Con	npany	END	0.00	79.18	0.00	79.18	
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				RES.	0.00	0.00	6.40	6.40	
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Diverted	(U) Alamo	Title Insu	ırance	END	0.00	13.97	0.00	13.97	
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CONULY CLERK, HARRIS COUNTY, TEXAS :: stunow will lead to the state of the state o									

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Thursday, December 20, 2018

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FILED FOR RECORD

File Copy

ER

ER 060 - 97 - 1264

# NOTICE TO PURCHASERS

File Number: 1420181736

The real property described below, which you are purchasing, is subject to the following deed restrictions:

Those recorded in/under Volume 3, Page 43 of the Map Records of Harris County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and 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.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. The City of Houston is authorized by statute to enforce compliance with certain deed restrictions. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description and street address of the property you are acquiring are as follows:

Lots Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), and Twenty-Nine (29), in Block Fourteen  $oldsymbol{\mathsf{U}}$ (14), of நிறுந்த அடிர்க்கும், an addition in Harris County, Texased வலைவுற்ற மேய் pe map or plat the resturn Joked recorded in/under Volume 3, Page 43 of the Map Records of Harris County, Texas. Property Address:

Street Address: 207 & 209 East 28th Street, Houston, TX 77008

Buyer/Borrower: Settlement Date:

To Ledger ID:

Рауее Name:

Property Address:

SAC ZESTOWER:

REV201908

Date: September 08, 2014

Seller(s):

Nora Alejandro.

Alamo Title Company 7810 Ludington Drive, Houston, TX 77071

Jacob M/Yellin 61/21

edaer ID: From Receipt Number:

t Date:

(C.02) \$437.90; Title - Seller eRecording Fee - FBO CSC e-Recording Services, Inc. (C.03) \$3.20

(H.04) \$527.85; Title - T-3 Amendment of Survey Exception for T-1 (T-3 or Deletion) (H.06) \$13.97; Title - T-3 Amendment of Survey Exception for T-1 (T-3 or Deletion) (H.06) \$1.97 (10) \$1.30 or Deletion) (H.06) \$1.20 (S.04) \$1.30 or Deletion) (H.06) \$1

Tille - Owner's Tille Insurance (obtional) (H.04) \$33.15, Tille - Owner's Tille Insurance (optional) The Total Page 100 and Total Sill Tille (optional)

Extended Memo: Reference Mulipernua 'B VIHL46902 /LO180 Public, State of Japan Trust Accounti Transaction DMe:

Notary Public in and for the State of Texas

My conntinstictes Account Number

Bank Name prior to clasing the

0Y02T8UOHAXT Trust Acct. Code

The process of admit receipt, of the forest has earlied at the Reteriose hander Trust Acct. Date

Order Number

Profit Center

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Page 1 of 2

Phone: (713)993-2900 | FAX: (713)552-0324 Houston, TX 77046

3411 Richmond Ave., Suite 110. Alamo Title Company



Buyer(s):	
Date: September 08, 2014	
Maximiliano Jambrina Owner	
State of Texas County of Harris	
This instrument was acknowledged before me on the 8th day	of September, 2014 by Tyara LLC.
Notary Public in and for the State of Texas My commission expires:	Notary Public, State of Texas My Commission Expires 03-13-2018

2OR 2EE 20140406457 # Pages 3 09/10/2014 13:15:03 PM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 20.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.









