

City of Bellaire

BUILDING & STANDARDS COMMISSION

Wednesday, September 25, 2019

Council Chamber

Regular Session

7:00 PM

FIRST FLOOR OF CITY HALL
7008 S. RICE AVENUE
BELLAIRE, TX 77401

Agenda

Chair

Dan R. Collins

Vice Chair

Danny Spencer

Commissioner

Lee Hampton

Commissioner

George Williams

Commissioner

Stephen Redding

Commissioner

Christina Stone

Commissioner

Paul Coselli

REGULAR SESSION - 7:00 P.M.**A. Call to Order****B. Announcement of a Quorum****C. Rules for Public Comment**

1. Sign up forms will be available at all Regular and Special meetings for registering the names of members of the Public who wish to either: i) speak on an agenda item, provided such items have not been the subject of a prior public hearing; or ii) make a general comment related to the Commission business. These forms will be given to the Secretary prior to the start of the meeting so that the person's name can be called to address the Commission at the appropriate time.

2. Public Comments on agenda items will be made at the time an agenda item appears in the Order of Business and before the Commission's consideration of that item.

3. Public Comments of a general nature shall be made at the time designated by the Order of Business.

4. All public comments shall be limited to six (6) minutes per speaker with extensions of two (2) minute increments as approved by a majority vote of Commission members present.

5. Public Comment at Workshop meetings will be allowed at the discretion of the Chair. Any comments will be limited as described in Article IV Sec 8.

D. Approval or Correction of the Minutes

1. [Building & Standards Commission - Aug 28 2019 - Minutes - Pdf](#)

E. Public Comment**F. Report from the Building Official****G. Reports of Committees, Communications, and Staff Other than the Building Official****1. Communications to Commission Members Outside of Posted Meetings****2. Committee Reports****3. Reports from Staff Other than the Building Official****H. Old Business****I. Public Hearings**

1. Complaint# 2019-07 - 4302 Dorothy

A public hearing, discussion, consideration, and possible action on a complaint filed by the Building Official to consider or determine whether the structures located at 4302 Dorothy St., Bellaire, Texas 77401, comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished in accordance with Chapter 54 and/or 214 of the Local Government Code of the State of Texas.

[Agenda Statement Report - Pdf](#)

- a. Presentation by the Building Official**
- b. Response from the Property Owner**
- c. Public Comments**
- d. Questions from the Commission**
- e. Closure of the Public Hearing**
- f. Deliberation and Possible Action by the Commission**

2. Complaint # 2019-08 - 4313 Lafayette

A public hearing, discussion, consideration, and possible action on a complaint filed by the Building Official to consider or determine whether the structures located at 4313 Lafayette St., Bellaire, Texas 77401, comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished in accordance with Chapter 54 and/or 214 of the Local Government Code of the State of Texas.

[Agenda Statement Report - Pdf](#)

- a. Presentation by the Building Official**
- b. Response from the Property Owner**
- c. Public Comments**
- d. Questions from the Commission**
- e. Closure of the Public Hearing**
- f. Deliberation and Possible Action by the Commission**

J. Announcements and Comments by Commissioners**K. New Business**

1. Approval of the Building and Standard's Commission response letter to the Planning and Zoning Commission regarding the use of permeable paver systems and building materials for the construction of driveways and walkways on residential properties per the Code of Ordinances, Chapter 9, Section 21 - *Construction requirements for private parking areas and driveways in all zoned districts.*

[Response Letter to P&Z-Pavers](#)

2. Discussion on the City of Bellaire's regulations concerning the height of residential site address.
3. Presentation of the completed Table 302.2(1) for the City of Bellaire regarding climate and geographic design criteria.

[Table 302.2\(1\)](#)

4. **The Chair shall recognize any Commissioner who wishes to bring New Business to the attention of the Commission. Consideration of New Business shall be for the limited purpose of determining whether the matter is appropriate for inclusion on a future agenda of the Commission or referral to Staff for investigation.**

L. Adjournment

City of Bellaire

DRAFT MINUTES

Building & Standards Commission - Aug 28 2019

Wednesday, August 28, 2019 @ 7:00 PM

Council Chamber

PRESENT: Christina Stone, Dan R. Collins, Lee Hampton, Paul Coselli, and Stephen Redding; David R. Montague, Marleny Campos, and William Davidson

ABSENT: Danny Spencer and George Williams

REGULAR SESSION - 7:00 P.M.

A. CALL TO ORDER

Chair Collins called the meeting to order at 7:00 pm.

B. ANNOUNCEMENT OF A QUORUM

Chair Collins announced that a quorum was present.

C. RULES FOR PUBLIC COMMENT

Chair Collins read the rules for public comments.

D. APPROVAL OR CORRECTION OF THE MINUTES

1. Building and Standards Commission - July 24 2019 - Minutes

Motion:

To approve the minutes from the July 24, 2019 meeting.

There were no objections to the minutes and were approved as presented.

E. PUBLIC COMMENT

There were no public comments.

F. REPORT FROM THE BUILDING OFFICIAL

Building Official, William Davidson, informed that the City has secured a property (4302 Dorothy) and there will be a substandard housing hearing regarding the same property in September. He provided a brief overview of the identifying substandard structures and the hearing process. Either the Building Official or the Code Enforcement Officer will identify a home that's lacking upkeep and unsecured. They will send the property owner a notice to clean up and secure the structure and request an inspection. If there is no response, they will post and send a notice that the City will secure the house at the owner's expense. He mentioned that there is a required notice of 10 days to request an appeal hearing. Notice of the hearing is posted and sent out. The hearing will review the state of the structure, and the Building Official will make a recommendation to the Commission. The Commission

can issue an order to compel, repair or demolish within 30 to 90 days. After the time expires, the City will take over and demolish. A lien for expenses will be filed so future owners will have to pay the City's expenses. Mr. Davidson stated that the City has torn down 2 houses since Hurricane Harvey, and are expecting to tear down 3 more (on Holt Street). He added the City follows the demolition process for such as cutting off utilities and getting a tree disposition. He is expecting 1 more substandard hearing (4313 Lafayette) in September as well. He has not received responses to his notices.

Chair Collins asked how the City was alerted about the house on Dorothy.

Mr. Davidson believed that it was Code Enforcement who received a complaint of high grass and also noticed the front door was unlocked. Then it was brought to him to start the substandard structure process. He responded to Commissioner questions stating that neither homeowners responded to his letters. One property has an address in Bellaire and in Sugar Land. The other is a corporate address in Houston.

Chair Collins inquired about a written step-by-step process that can be available to the public.

Mr. Davidson replied that he has a general outline ready, but he is waiting for input from others involved to finalize and present.

Commissioner Redding asked if the demolition affects ownership of the lot.

Mr. Davidson answered no, the property owner will maintain ownership but will have a lien placed.

Commissioner Stone added that the City does not foreclose the property. When it's sold, the City gets paid back.

G. REPORTS OF COMMITTEES, COMMUNICATIONS, AND STAFF OTHER THAN THE BUILDING OFFICIAL

1. Communications to Commission Members Outside of Posted Meetings

Chair Collins shared an administrative meeting with he had with Mr. Davidson, Director ChaVonne Sampson, and Administrative Secretary, Marleny Campos on August 22. He wanted to ensure that as incoming chairman to get insight or catch up on anything he needed to know. They covered ordinances that the Commission is responsible for, any anticipated changes, a preview to the substandard hearing in September, and agenda items deadlines. He also mentioned that educational workshops educational are available at request and they will have a review towards the end of the year. Chair Collins commented on the continuing effort of documenting processes regarding home elevation requirements and substandard hearings. Mr. Davidson is working on it and will present it in the future.

2. Committee Reports

Council Member Montague mentioned that Council held a third budget workshop on Monday night. He encouraged to read the Mayor's blog for a summary of the outcome of the budget meeting. He informed that it is time to elect Council people for next term and he is running.

Collins asked if there is anything that might involve the Building and Standards Commission.

Council Member Montague pointed that in the City Manager's proposed budget, there is a line item of \$32,000 to demolish any future substandard structures, if need arises.

Commissioner Redding asked the amount of houses that will cover.

Mr. Davidson replied that it would probably be around 3 and 4 depending on the size of the house.

Chair Collins allowed for a public speaker to make a comment.

Catherine Lewis, 1112 Colonial Street - Ms. Lewis is running for Council and stated she is an expert PhD geologist. She is interested in items such as flooding, working with the County, interested in homes, representing local businesses, and budget items.

3. Reports from Staff Other than the Building Official

There were no other reports from staff other than the Building Official.

H. OLD BUSINESS

There was no old business.

I. PUBLIC HEARINGS

There were no public hearings.

J. NEW BUSINESS

- 1. Discussion of a letter from the Planning and Zoning Commission regarding the use of permeable paver systems and building materials for the construction of driveways and walkways on residential properties, specifically including the use of paver systems without a concrete substrate, per Code of Ordinances, Chapter 9, Section 21 - Construction requirements for private parking areas and driveways in all zoned districts.**

Director Sampson informed that the Planning and Zoning Commission has made recommended changes to the zoning code concerning lot coverage under Chapter 24 to add in artificial turf under the definition of "other surface" and to allow the artificial turf behind the building line. It will still count towards lot coverage and is now an allowed material. The Planning and Zoning Commission is seeking input from the Building and Standards Commission to see if there are any necessary changes to driveways, its material and installation. The driveway approach has to have concrete.

Mr. Davidson replied to Commissioner Redding stating that the approach of the driveway is in the City right-of-way and the City has a concrete specification diagram that inspectors refer to.

Commission Redding said that in the Ordinance, it clearly says pavers should be installed by the manufacturer's recommendations with its anticipated traffic load. He added it may be

appropriate to have an approved detail based on vendors or owners presentations who would ask for specific approval of details. The Building Official can keep a library to save time for the next proposal. He doesn't see a need to change the Ordinance because it's clear they have a process.

Chair Collins mentioned that the Planning and Zoning Commission's letter mentioned there has been an increase of interest to install paver systems. Adding to Commissioner Redding's comment, he stated that there is an exception clause in Sec. 9-21. that gives the Commission authority to allow use of material other than specified or other methods of construction. He asked if anyone has submitted any applications.

Mr. Davidson recalls an application received for a variance on material for their driveway but doesn't remember the outcome.

Commissioner Redding asked if anyone has requested to use a plastic grid system filled with gravel for their driveway in Bellaire.

Mr. Davidson replied that he's had people ask but it is currently treated as a paver system and referred to Sec. 9-21, 2). He noted that an application can be submitted for any material and would be brought forth to the Buildings and Standards Commission for their approval. He mentioned that he has provided in the packet the current sidewalk criteria for Bellaire and Houston's permeable paver specification.

Commissioner Redding expressed concerned about having 12 inches of different fills and has researched paver specs to find that none required 12 inches of fill.

Mr. Davidson added that the building code is written to follow manufacturer instructions.

Commissioner Hampton commented that he has never seen an inspector verify select fill under a driveway and that it would be impossible to verify multiple layers.

Mr. Davidson agreed that it's easier to inspect concrete driveways, but if multiple layers of fill are used, the contractor would still be responsible for ensuring compliance to specifications.

Commissioner Stone asked if the current code allows pavers and if there is a necessity to change it.

Commissioner Redding recommended that the Commission respond to Planning and Zoning that the existing code and ordinances in place are adequate.

Commissioner Coselli added that any exceptions already have a procedure.

Chair Collins pointed out that the Planning and Zoning Commission asked for them to review acceptable materials and stated that it is an undetermined list.

Commissioner Coselli stated that they misquoted and just need clarification.

Chair Collins mentioned that he read the minutes from the last Planning and Zoning meeting

and saw there were proposed changes to Chapter 24 and definitions as well as mention of lot coverage credit in residential districts relating to semi-pervious materials. He asked if they are looking for a very specific list, or asking for a list of materials the City would accept as lot coverage exemption.

Ms. Sampson answered that Planning and Zoning decided not to use the term "semi-pervious" since pervious material could lose its permeability over time. As they went through workshops and meetings, the definition of other surface was altered instead. Their intent was to get Building and Standard's input on how pavers are being used under the current code and that they are not missing anything before making a final decision.

Commissioner Hampton asked if there is a consideration for lot coverage credit regarding pavers.

Ms. Sampson replied that a credit can be given if it's behind the build line, but it's not part of the driveway. The driveway will count for one hundred percent towards lot coverage.

Commissioner Redding requested clarification between Building and Standards and Planning and Zoning duties regarding driveways.

Ms. Sampson responded that it depends on the chapter of the code. Lot coverage is under chapter 24 (Planning and Zoning) and materials are under chapter 9 (Building and Standards).

Commissioner Stone mentioned that it might help to look at other cities to see how they deal with this issue.

Mr. Davidson spoke with other cities and they all have adopted something similar to Bellaire where permeable systems are allowed and installed per the manufacturer's instruction.

Ms. Sampson noted that they would have to get clarification if the permeable systems are allowed to be used in driveways.

Chair Collins asked Mr. Davidson if there is a need for additional standards or a list of acceptable material.

Mr. Davidson replied that in the field, inspectors only want a reference from a certified authority, whether it comes from the City or the manufacturer.

Commissioner Redding asked if there is an advantage of acquiring manufacturer's instruction with the permitting process.

Mr. Davidson answered yes, and responded to Commissioner Hampton that it can be referred to by the inspector if needed.

Chair Collins asked if it's required today.

Mr. Davidson answered yes if it's indicated. If the plans indicate another City's standards, the plans will be rejected and will fix to fit into Bellaire's driveway criteria.

Commissioner Hampton clarified that the concern is the structural integrity of the driveway, and Ms. Sampson confirmed. He asked what is the problem they are trying to solve.

Ms. Sampson stated that purpose is to make sure that Building and Standards is comfortable with Chapter 9 as is.

Motion:

To draft response letter to the Planning and Zoning Commission that the Building and Standards Commission recommends no changes to the language of Sec 9-21.

{Moved by Stephen Redding, Commissioner}

Commissioner Stone stated that she would like to see and review the section before they make a decision.

Chair Collins stated that he would be comfortable with wording to the Planning and Zoning Commission that they would like additional information, and specific further background to provide clarification on what they're requesting of the Building and Standards Commission.

Ms. Sampson responded that she will take it to Planning and Zoning as a report.

Commissioner Redding withdrew his motion.

Commissioner Coselli asked if the can get the City Attorney to make an interpretation on if Chapter 9 allows pavers to be used with or without concrete substrate.

Ms. Sampson answered that it would under the Building Official's purview to interpret.

Chair Collins suggested for a response to be drafted to Planning and Zoning and invite them to the next meeting to answer questions.

2. **The Chair shall recognize any Commissioner who wishes to bring New Business to the attention of the Commission. Consideration of New Business shall be for the limited purpose of determining whether the matter is appropriate for inclusion on a future agenda of the Commission or referral to Staff for investigation.**

The meeting was in recess from 7:57 pm to 8:00 pm.

Commissioner Redding noted a conflict between the City's code, the International Building Code, and the International Residential Code regarding the size and location of site addresses. There is a slightly different language about where the address should be installed.

Mr. Davidson stated that when interpreting building codes, the stricter regulation applies on-site.

Commissioner Redding also brought up that in the 2018 IRC regarding climatic and geographic design criteria being established in the local jurisdiction so when a builder looks for the information, they can read it directly through the City's codes.

Mr. Davidson responded that there is not an official publication through the City. He normally refers builders to a climate table with the county. He stated he can provide the table for the Commission.

Chair Collins reviewed the items to be covered in the next meeting which will consist of a climate table and a discussion about street addresses.

Mr. Davidson noted that he would also need a response by the Fire Marshall.

Commissioner Stone would like to see site addresses standardized and enforced with new homes construction.

K. ANNOUNCEMENTS AND COMMENTS BY COMMISSIONERS

There were no announcements or comments by Commissioners.

L. ADJOURNMENT

Motion:

To end the regular meeting of the Building and Standards Commission.

{Moved by Christina Stone, Commissioner, and seconded by Paul Coselli, Commissioner}

RESULT:	Carried
MOVER:	Christina Stone, Commissioner
SECONDER:	Paul Coselli, Commissioner
AYES:	Christina Stone, Commissioner, Dan R. Collins, Chair, Lee Hampton, Commissioner, Paul Coselli, Commissioner, and Stephen Redding, Commissioner
ABSENT:	Danny Spencer, Vice Chair and George Williams, Commissioner

The meeting adjourned at 8:06 p.m.

AGENDA STATEMENT

City of Bellaire

MEETING: Building & Standards Commission - Sep 25 2019

DEPARTMENT: Development Services

ITEM TITLE:

A public hearing, discussion, consideration, and possible action on a complaint filed by the Building Official to consider or determine whether the structures located at 4302 Dorothy St., Bellaire, Texas 77401, comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished in accordance with Chapter 54 and/or 214 of the Local Government Code of the State of Texas.

RECOMMENDATION:

The Building Official recommends that the Building Standards Commission uphold his findings that the building is substandard, and issue an order of demolition in 30 days.

BACKGROUND/SUMMARY:

In September of 2017, the property owners of the home at 4302 Dorothy requested an inspection on their home. At that time, it was found that the repair costs exceeded 50% of the value of the structure. Based on that fact, the building was declared substantially damaged, meaning it could not be repaired with being elevated into compliance, or demolished and rebuilt. In September of 2019, the home was still standing, and the front door was unlocked and opened. The City secured the building in August of 2019, and subsequently notified the owners that the building needed to be demolished or elevated. As of September 9, 2019, the demolition process had not begun, and therefore the Building Official sent the notice of hearing.

The structural issues included mold, floors that had swollen, warped, and expanded, window frames and door frames that had cracked and shifted, large cracks in walls and ceilings, and gypsum board that had begun to fall apart. The Building Official made an estimate of the repair costs, and found those costs to exceed 50% percent of the value of this home. Based on that comparison, the building was declared substantially damaged in September of 2017.

CITY ATTORNEY REVIEW:

☐ Yes ☒ No

Complaint: 2019-07 4302 Dorothy

BUILDING & STANDARDS COMMISSION MEETING

SEPTEMBER 25, 2019

Property Timeline

Sept. 17
2017

Sept. 20
2017

Oct. 5
2018

Oct. 5 2018 -
Mar. 26, 2019

July 25,
2019

Aug. 6
2019

Aug. 20
2019

Sept. 9
2019

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Inspector
conducts
damage
assessment
per the City's
flood repair
permit
process.

Building is
declared
substantially
damaged
and no
permits for
repair can be
issued.

The Code
Enforcement
Officer sends
a letter to
homeowner
notify of
unkempt
lawn.

Code
Enforcement
Officer
periodically
sends letter
to
homeowner
to reach
compliance
of unkempt
lawn.

Building is
found
unkempt and
the lawn
overgrown.

Building
Official finds
home
unsecured
against
entry. Letter
is sent to
homeowner
giving (14)
days to
secure home.

Building is
secured by
the City.
Notice is
posted and
mailed via
both regular
and certified
mail.

Notice of
substandard
structure
hearing is
mailed out.

Deeds & Liens

1. DEED
2. DEED WITH LIEN
3. RELEASE OF LIEN

After Recording Return To:
WINTEX GROUP LLC DBA FIRST LENDING
9555 LEBANON ROAD, SUITE 901
FRISCO, TEXAS 75035
Loan Number: 1701181404

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 101190317011814054

MERS Phone: 888-679-6377

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.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 17, 2017, together with all Riders to this document.

(B) "Borrower" is YE WU AND CHEN QIU, HUSBAND AND WIFE

Borrower is the grantor under this Security Instrument.

(C) "Lender" is WINTEX GROUP LLC DBA FIRST LENDING

Lender is a TEXAS LIMITED LIABILITY COMPANY organized and existing under the laws of TEXAS

Lender's address is 9555 LEBANON ROAD, SUITE 901, FRISCO, TEXAS 75035

Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is BRETT M SHANKS

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Trustee's address is 16300 KATY FREEWAY, SUITE 200, HOUSTON, TEXAS 77094

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 17, 2017. The Note states that Borrower owes Lender TWO HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 234,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2047.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of

HARRIS

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT TWENTY-ONE(21), IN BLOCK THIRTY-THREE(33), OF SOUTHDAL, AN
ADDITION TO THE CITY OF BELLAIRE, IN HARRIS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE
40, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND A STRIP OF
LAND 2 1/2 FEET BY 50 FEET LOCATED NORTHERLY OF, ADJACENT TO AND
ADJOINING SAID LOT, BEING PART OF THE ALLEY AS QUIT CLAIMED BY
THE CITY OF BELLAIRE RECORDED UNDER CLERK'S FILE NO(S). R309009
AND S228250 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS.
A.P.N.: 059-127-033-0021

which currently has the address of

4302 DOROTHY STREET

[Street]

BELLAIRE
[City]

, Texas 77401
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid,

RP-2017-70465

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section

15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released

proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay

the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise

agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of

any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms,

as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights,

superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.

Check box as applicable:

☒ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☐ **Renewal and Extension of Liens Against Homestead Property.**

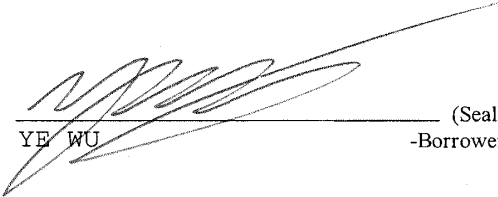
The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**


The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



YE WU (Seal)
-Borrower



CHEN QIU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

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[Space Below This Line For Acknowledgment]

The State of TEXAS ,

County of HARRIS ,

Before me, BARBARA MOORE, ESCROW OFFICER ,
(here insert the name and character of the notarizing officer)

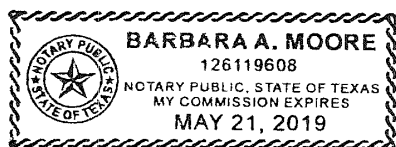
on this day personally appeared YE WU AND CHEN QIU

known to me (or proved to me on the oath of _____)

or through TDL'S)
(description of identity card or other document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of February, 2017 .



Barbara A. Moore
(Notary Public Signature)

(SEAL)

Loan Originator: YANG CAO, NMLSR ID 247154
Loan Originator Organization: WINTEX GROUP LLC DBA FIRST LENDING, NMLSR ID 302340
TEXAS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3044 1/01 Page 15 of 15 DocMagic eForms
www.docmagic.com

Loan Number: 1701181404

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 17th day of FEBRUARY, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to WINTEX GROUP LLC DBA FIRST LENDING, A TEXAS LIMITED LIABILITY COMPANY ("Lender") of the same date and covering the property described in the Security Instrument and located at:

4302 DOROTHY STREET, BELLAIRE, TEXAS 77401

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 2.990%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2022, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points (2.250 %) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.990 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 7.990 % or less than the Margin.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

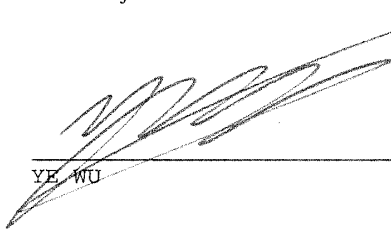
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

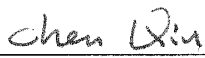
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



YE WU (Seal)
-Borrower



CHEN QIU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

RP-2017-70465

Loan Number: 1701181404

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th day of FEBRUARY, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WINTEX GROUP LLC DBA FIRST LENDING, A TEXAS LIMITED LIABILITY COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4302 DOROTHY STREET, BELLAIRE, TEXAS 77401
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

SOUTHDALE
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and

which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

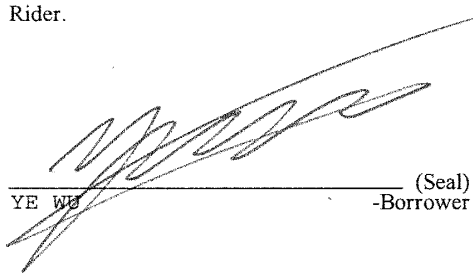
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



YE WB (Seal)
-Borrower



CHEN QIU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Pages 23
02/17/2017 01:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$100.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

Loan Number: 1701181404

**GENERAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY**

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.

THE STATE OF TEXAS)
)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS:

THAT LINDA LOPEZ

(hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by YE WU AND CHEN QIU, HUSBAND AND WIFE

whose address is 4302 DOROTHY STREET, BELLAIRE, TEXAS 77401

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of TWO HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$ 234,750.00) payable to the order of WINTEX GROUP LLC DBA FIRST LENDING

(hereinafter referred to as "BENEFICIARY") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to BRETT M SHANKS

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and

RP-2017-70464

premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

LOT TWENTY-ONE (21), IN BLOCK THIRTY-THREE (33), OF SOUTHDAL, AN ADDITION TO THE CITY OF BELLAIRE, IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 40, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND A STRIP OF LAND 2 1/2 FEET BY 50 FEET LOCATED NORTHERLY OF, ADJACENT TO AND ADJOINING SAID LOT, BEING PART OF THE ALLEY AS QUIT CLAIMED BY THE CITY OF BELLAIRE RECORDED UNDER CLERK'S FILE NO(S). R309009 AND S228250 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. A.P.N.: 059-127-033-0021


TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

The contract between GRANTOR, as seller, and GRANTEE, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns."

Executed on this the 17 day of February, 2017 .


LINDA LOPEZ
(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

RP-2017-70464

GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY
GWDWVL3.LSR 02/28/16
Page 3 of 4

DocMagic eForms
www.docmagic.com

RP-2017-70464

_____[Space Below This Line For Acknowledgment]_____

The State of TEXAS ,

County of HARRIS ,

Before me, BARBARA A. MOORE, ESCROW OFFICER ,
(here insert the name and character of the notarizing officer)

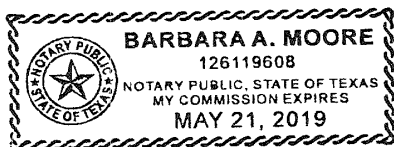
on this day personally appeared LINDA LOPEZ

known to me (or proved to me on the oath of _____)

or through TDL)
(description of identity card or other document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of February, 2017 .



(SEAL)

[Signature]
(Notary Public Signature)

GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY
GWDWVL3.LSR 02/28/16 Page 4 of 4

DocMagic eForms
www.docmagic.com

RP-2017-70464

RP-2017-70464
Pages 5
02/17/2017 01:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$28.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

WHEN RECORDED MAIL TO:

T.D. Service Company
4000 W. Metropolitan Drive
Suite 400
Orange, CA 92868

Prepared By:

First American Mortgage Solutions
SARAH NICOLE LOFFLER
LR Department
4000 W Metropolitan Dr Ste 400
ORANGE CA 92868

Customer Number: **0000673**
Service Number: **4769750RL1**
Loan Number: **9703397225**
MERS ID: **101190317011814054**
MERS Telephone: **(888) 679-6377**

RELEASE OF LIEN/CERTIFICATE OF SATISFACTION

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

For Value Received, the present undersigned Beneficiary under a deed of trust executed by YE WU AND CHEN QIU, HUSBAND AND WIFE, to BRETT M SHANKS as Trustee, dated 02/17/2017, certifies that the Deed of Trust has been fully paid, satisfied or otherwise discharged. The Deed of Trust was recorded in the Deed of Trust Records of Harris County, TX on 02/17/2017, and is indexed as Volume ---, Page ---, File No. RP-2017-70465. File No. --- The undersigned releases and reconveys, without covenant or warranty, the Deed of Trust and all of its right, title and interest which was acquired by the Trustee under the Deed of Trust, in the property located at: 4302 DOROTHY STREET, BELLAIRE, TX 774015609

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WINTEX GROUP LLC DBA FIRST LENDING, ITS SUCCESSORS AND ASSIGNS by the officers duly authorized, has duly executed the foregoing instrument.

Dated this: 09/20/2017

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE FOR WINTEX GROUP LLC DBA
FIRST LENDING, ITS SUCCESSORS AND ASSIGNS



Craig Davenport, Vice President

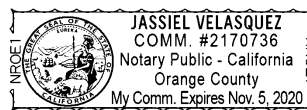
State of CALIFORNIA, County of ORANGE

On 09/20/2017, before me Jassiel Velasquez, Notary Public, personally appeared Craig Davenport, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.



Jassiel Velasquez
Notary Public for said state and county
Expires: 11/05/2020



RP-2017-415820

RP-2017-415820

RP-2017-415820
Pages 2
09/21/2017 09:11 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$16.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

Property Calculations

1. PROPERTY HCAD INFORMATION
2. DEPRECIATION CALCULATION
3. REPLACEMENT COST (SEPT 2017)
4. REPLACEMENT COST (SEPT 2019)



- PROPERTY SEARCH
- ABOUT
- CAREERS
- ONLINE SERVICES
- FORMS
- MAPS
- APPRAISAL
- HELP

Real Property Records

Tax Year: 2019 ▼

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0591270330021

[Print](#)

[E-mail](#)

- File A Protest
- Similar Owner Name
- Nearby Addresses
- Same Street Name
- Related Map 5254A

Ownership History

Owner Name & Mailing Address:		Owner and Property Information	
WU YE QIU CHEN 4302 DOROTHY ST BELLAIRE TX 77401-5609		Legal Description:	LT 21 BLK 33 & ADJ N 2.5 FT OF ABANDON ALLEY SOUTHDALE
		Property Address:	4302 DOROTHY ST BELLAIRE TX 77401

State Class Code

A1 -- Real, Residential, Single-Family

Land Use Code

1001 -- Residential Improved

Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
5,125 SF	1,438 SF	7457	1211	110 -- 1B Bellaire, West Univesity, Southampton Areas	5254A	531M

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	06/14/2019	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate	Online Tax Bill
Residential Homestead	001	HOUSTON ISD	73,775	Certified: 08/02/2019	1.206700		
	040	HARRIS COUNTY	48,775	Certified: 08/02/2019	0.418580		
	041	HARRIS CO FLOOD CNTRL	48,775	Certified: 08/02/2019	0.028770		
	042	PORT OF HOUSTON AUTHY	48,775	Certified: 08/02/2019	0.011550		
	043	HARRIS CO HOSP DIST	48,775	Certified: 08/02/2019	0.171080		
	044	HARRIS CO EDUC DEPT	48,775	Certified: 08/02/2019	0.005190		
	048	HOU COMMUNITY COLLEGE	36,581	Certified: 08/02/2019	0.100263		
	052	CITY OF BELLAIRE	48,775	Certified: 08/02/2019	0.431300		

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 13013 NW Freeway](#).

Valuations

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised	Market		Appraised
Land	255,150	Land	240,975		
Improvement	3,157	Improvement	2,899		
Total	258,307	258,307 Total	243,874		243,874

5-Year Value History



Harris County Appraisal District
13013 Northwest Freeway
Houston, Texas 77040-6305

[Office Hours](#)

Hours: 8:00 AM - 5:00 PM

Monday - Friday

Saturday Hearings: Jun, Jul, Aug



[Telephone Information Center](#)

(713) 957-7800

Hours: 8:00 AM - 5:00 PM

Monday - Friday

Thank You for Visiting Harris County Appraisal District. ©2019 All Rights Reserved.



[Harris Country Appraisal District](#)



CONTACT

Address 4302 Dorothy

Replaceme	167023.7
Depreciatid	0.3886
Total	102118.2902
Permit Am	51059.14509

Sq. Footage	1438
Year built	1950
Age	67
Depreciatid	0.58

Address	4302 Dorothy
Sq Ft	1438
# Bedrooms	3
# Bathrooms	2
Water Line Height	48
Over Electrical?	Y
# of Doors	13
# of Windows	6
AC unit submerged	y
Bathroom Fixtures Re	Y
Kitchen Fixtures Rem	y
Sub floor damaged	y
Foundation Damaged	Y

	Amount	Cost
Sheet Rock	4026.4	8576.232
Flooring	1438	14380
Cabinets	29.37346	2251.965
Electrical	24	5280
Paint	4026.4	12079.2
Doors	13	4550
Windows	6	2400
AC	1500	1500
Counters	58.74691	4406.019
Plumbing	1100	1100
Sub-floor	4314	4314
Foundation	4500	4500
Insulation	4026.4	4026.4
Total		69363.82

Address 4302 Dorothy

Sq Ft	1438
# Bedrooms	3
# Bathrooms	2
Sheetrock Removal	48
Over Electrical?	y
# of Doors	12
# of Windows	12
AC unit submerged	Y
Bathroom Fixtures Removed	Y
Kitchen Fixtures Removed	Y
Sub floor damaged	y
Foundation Damaged	y
Structural damage	y

9/18/2019 11:17

Amount Cost

Sheet Rock	4026.4	8576.23
Flooring	1438	14380.00
Cabinets	58.74691	4503.93
Electrical	24	5280.00
Paint	4026.4	7650.16
Doors	12	4200.00
Windows	12	4800.00
AC	1500	1500.00
Counters	29.37346	2203.01
Plumbing	1100	1100.00
Sub-floor	2876	2876.00
Foundation	4500	4500.00
Insulation	4026.4	4026.40
Structural	8500	8500.00
Total		74095.73

Letters and Notices

1. CODE ENFORCEMENT LETTERS
2. BOARD UP AND SECURING NOTICE
3. NOTICES OF SUBSTANDARD HEARING
4. COMPLAINT



The City of Bellaire, Texas
Development Services Department

7008 S. Rice Avenue
Bellaire, Texas 77401
Office 713-662-8230/8231
Fax 713-662-8233

Ye Wu
4302 Dorothy Street
Bellaire, Texas 77401

Re: 4302 Dorothy-Notice of Determination Substantial Damage

We have reviewed your recent application for a permit to repair your existing home that was damaged by the HARVEY storm. The building is located in a mapped Special Flood Hazard Area. As required by our floodplain management regulations and/or building code, we have determined that the building has been substantially damaged. This determination is based on a comparison of the cost estimate of the work required to restore the building to its pre-damage condition to the market value of the building (excluding land value). When the cost to repair equals or exceeds 50 percent of the market value of the building, the work is repair of substantial damage. As a result of this determination, you are required to bring the building into compliance with the flood damage-resistant provisions of the regulations and/or Bellaire Code of Ordinance.

We would be pleased to meet with you and your designated representative (architect/builder) to discuss how to bring your home into compliance. There are several aspects that must be addressed to achieve compliance. The most significant requirement is that the lowest floor, as defined in the regulations/code, must be elevated to one foot above the base flood elevation (BFE). You may wish to contact your insurance agent to understand how raising the lowest floor higher than the minimum required elevation can reduce NFIP flood insurance premiums. If the damage was caused by flooding and if you have a flood insurance policy from the National Flood Insurance Program, you should contact your adjuster to discuss the Increased Cost of Compliance (ICC) coverage. This coverage may provide a claim payment to help pay for work required to bring your home into compliance. Your adjuster can explain that the ICC claim may also be used to pay certain costs associated with demolishing and rebuilding your home, or moving your home to a site outside of the floodplain. Please resubmit your permit application along with plans and specifications that incorporate compliance measures. Construction activities that are undertaken without a proper permit are violations and may result in citations, fines, or other legal action.

If you have any questions, please call me at 713-662-8230.

Sincerely,

A handwritten signature in black ink, appearing to read "ChaVonne Sampson".

ChaVonne Sampson, CFM
Flood Plain Administrator
City of Bellaire, Texas

City of Bellaire

DEVELOPMENT SERVICES

March 26, 2019

Ye Wu
Chen Qiu
4302 Dorothy
Bellaire Texas 77401

Re: High weeds /unsecured

Dear Mr. Wu:

I write to remind you that the grass/weeds at 4302 Dorothy are in need of maintenance. The house is not secure. The front door was open yesterday. It is your responsibility to maintain the property. Failure to do so is a violation of the City of Bellaire Code of Ordinances regarding *Offensive Conditions on Private Property*. The property then becomes an attractive nuisance.

Bellaire Code of Ordinances 76-033, Chapter 22, Section 46 Nuisance Declared states in part:
Whenever weeds, brush, rubbish, and all other objectionable, unsightly, and unsanitary matter of whatever nature shall exist, covering or partially covering the surface of any lots... the same is hereby declared to constitute a public nuisance, the prompt abatement of which is hereby declared to be a public necessity.

Do not let your landscaper leave the bagged leaves at the curb; this is a violation of Chapter 16-7: It shall be unlawful for any commercial tree trimming, lawn maintenance, gardening or landscaping services, handymen or any others not considered the occupant who shall be employed within the city limits of the city to prune or trim a tree, hedge, or bush, to fail to haul away grass, tree, hedge, bush and landscape trimmings from the city limits of the city to a point outside the city limits of the city.

Please see that you have the property maintained no later than April 2, 2019. Failure to comply may result in a citation being issued for your appearance in the Bellaire Municipal Court. **THIS WILL BE YOUR ONLY WARNING YOU WILL RECEIVE FOR THE CALENDAR YEAR 2019.**



Linda Barbour
Code Compliance Officer
Development Services

City of Bellaire
7008 South Rice Avenue | Bellaire, TX 77401
O: (713) 662-8237 | F: (713) 662-8233
www.bellairetx.gov

City of Bellaire

DEVELOPMENT SERVICES

July 25, 2019

Ye Wu
Chen Qiu
151 Monarch Trail
SugarLand Texas 77498

Re: High weeds at 4302 Dorothy

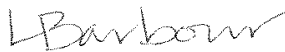
Dear Mr. Qiu:

I noticed yesterday that the property at 4302 Dorothy is not being maintained. It is your responsibility to maintain the property on a regular basis. Failure to do so is a violation of the City of Bellaire Code of Ordinances regarding *Offensive Conditions on Private Property*. The property then becomes an attractive nuisance.

Bellaire Code of Ordinances 76-033, Chapter 22, Section 46 Nuisance Declared states in part:
Whenever weeds, brush, rubbish, and all other objectionable, unsightly, and unsanitary matter of whatever nature shall exist, covering or partially covering the surface of any lots... the same is hereby declared to constitute a public nuisance, the prompt abatement of which is hereby declared to be a public necessity.

Do not let your landscaper leave the bagged leaves at the curb; this is a violation of Chapter 16-7: It shall be unlawful for any commercial tree trimming, lawn maintenance, gardening or landscaping services, handymen or any others not considered the occupant who shall be employed within the city limits of the city to prune or trim a tree, hedge, or bush, to fail to haul away grass, tree, hedge, bush and landscape trimmings from the city limits of the city to a point outside the city limits of the city.

Please see that you have the lot maintained no later than August 1, 2019. Failure to comply will result in a citation being issued for your appearance in the Bellaire Municipal Court. **THIS WILL BE YOUR LAST WARNING YOU WILL RECEIVE FOR THE CALENDAR YEAR 2019.**



Linda Barbour
Code Compliance Officer
Development Services

City of Bellaire
7008 South Rice Avenue | Bellaire, TX 77401
O: (713) 662-8237 | F: (713) 662-8233
www.bellairetx.gov

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

8/20/19

Wu Ye & Chen Qiu

151 Monarch TRL,

Sugar Land, TX 77498

Re: Possible Substandard structure at 4302 Dorothy

We know that as a Bellaire property owner, you are as concerned about keeping Bellaire a good place to live as we are. This notice is being sent to you as a courtesy and to inform those of you who may not be familiar with Bellaire's Ordinances. The residence at the above address appears to be lacking in upkeep, and may have some associated life safety issues. If those issues are not addressed, the City may require you to demolish or repair any associated structures. Notice will follow of a hearing in front of the Building and Standards Commission of the City of Bellaire where the City will compel demolition.

Furthermore, Section 9-85 of the City Code of Ordinances prohibits structures from remaining unsecured when vacant. During an inspection on August 20, 2019, the Building Official found the front door to remain unsecured. Because the home was still unsecured, the City has secured the home with boards, and will assess a lien against the property for the cost of the work. Please see the included notice regarding securing the structure.

Finally, you have received numerous letters from the City regarding violations of Chapter 22 Sections 22-46 and 22-50 regarding offensive conditions on private property and the height of the lawn. These issues will result in a citation, and the City mowing the lawn and assessing a lien against the property for the cost of the work.

Should you have any questions please call at 713-662-8232

Sincerely,

William Davidson

Building Official

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

Date: 8/20/19

NOTICE:
PURSUANT TO ORDINANCE # 14-057 CHAPTER 9
SECTION 84
OF THE CITY OF BELLAIRE CODE OF ORDINANCES

THIS HOME HAS BEEN SECURED BY THE
CITY OF BELLAIRE.

The structure at 4302 Dorothy St has been secured by the City of Bellaire on August 20, 2019 citing the following violations of Chapter 9-84 (a) & (c)

- The front door does not lock and remains open
- The structure itself shows signs of cracking, shifting, and rolling in the foundation
- The walls and floor coverings have been removed
- The structure and yard contain debris and other refuse

The property owner is entitled to a hearing before the Building Standards Commission. A written request for a hearing must be presented to the City at 7008 S. Rice Ave, Bellaire, Texas, 77401. The request for hearing must be addressed to the Secretary of the Building Standards Commission. The envelope shall be endorsed to state that a hearing is requested. A hearing will be scheduled within 20 days of the receipt of the request.

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

9/5/19

Attn: Wu Ye & Chen Qiu
4302 Dorothy
Bellaire, TX, 77401

Re: Notice of a Public Hearing on Substandard Structures

Owner of the Lot and Structures: Wu Ye & Chen Qiu

Address of the Lot and Structures: 4302 Dorothy Street, Bellaire, TX, 77401. All Structures on Lot, including primary residence, and all attached accessory structures including garage, will be considered at the public hearing.

Legal Description of the Lot:
LT 21 BLK 33 & ADJ N 2.5 FT OF
ABANDON ALLEY
SOUTHDALE

Notice of a public hearing before the Bellaire Building and Standards Commission to consider or determine whether the structures located at 4302 Dorothy Street, Bellaire, Texas 77401 comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished. Any person wishing to be heard in connection with the matter must appear at the public hearing.

Location of the Hearing: City of Bellaire Council Chambers, first floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, 77401

Date and Time of the Hearing: 6:30 PM, September 25th, 2019

Alleged Violations of the Bellaire Code of Ordinances:

- Structural and flood damage to floors, walls, ceilings, and windows.
- Buckling and collapse of floors
- And other defects

The Owner, Lienholder, and/or Mortgagee will be required to submit a scope of work for all repairs required to comply with the Bellaire Code of Ordinances, and an estimated timeline for those repairs.

Further information concerning the Public Hearing may be obtained from the Building Official of the City of Bellaire at 7008 South Rice Avenue, Bellaire, Texas during normal business hours.

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

CITY OF BELLAIRE NOTICE OF BUILDING AND STANDARDS COMMISSION PUBLIC HEARING

Notice of a public hearing before the Bellaire Building and Standards Commission to consider or determine whether the structures located at 4302 Dorothy Street, Bellaire, Texas 77401 comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished. Any person wishing to be heard in connection with the matter must appear at the public hearing.

Owner of the Lot and Structures: Wu Ye & Chen Qiu

Address of the Lot and Structures: 4302 Dorothy Street, Bellaire, TX, 77401. All Structures on Lot, including primary residence, and all attached and detached accessory structures including garage, will be considered at the public hearing

Legal Description of the Lot: Lt 21 Blk 33 & Adj N 2.5 Ft of Abandon Alley, Southdale

Where: City of Bellaire Council Chambers, first floor of City Hall,
7008 South Rice Avenue, Bellaire, Texas 77401

When: Building & Standards Commission Regular Meeting
7:00 PM, Wednesday, September 25, 2019

Alleged Violations of the Bellaire Code of Ordinance: Structural and flood damage to floors, walls, ceiling, and windows; buckling and collapse of floors and other defects.

The Owner, Lienholder, and/or Mortgagee will be required to submit a scope of work for all repairs required to comply with the Bellaire Code of Ordinances, and an estimated timeline for those repairs.

Further information concerning the Public Hearing may be obtained from the Building Official of the City of Bellaire at 7008 South Rice Avenue, Bellaire, Texas during normal business hours

Marleny Campos
Development Services

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

Complaint Letter

City of Bellaire

COMPLAINT # 2019-07

BUILDING OFFICIAL OF THE	§	THE BUILDING STANDARDS
CITY OF BELLAIRE, TX	§	COMMISSION OF THE
V.	§	CITY OF BELLAIRE, TX
WU YE & CHEN QIU	§	
4302 DOROTHY ST	§	

TO THE HONORABLE MEMBERS OF THE BUILDING STANDARDS COMMISSION OF THE CITY OF BELLAIRE, TX:

RESPONDENTS: WU YE AND CHEN QIU
4302 DOROTHY
BELLAIRE, TX, 77401

PROPERTY: 4302 DOROTHY ST, BELLAIRE, TX, 77401.

LT 14 BLK 34, AND ADJ 2.5 FT OF ABANDONED ALLEY, SOUTHDAL, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 40, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, TOGETHER WITH A STRIP OF LAND 2 ½ FEET BY 50 FEET LOCATED NORTHERLY OF, ADJACENT TO AND ADJOINING SAID LOT, BEING PART OF THE ALLEY AS QUIT CLAIMED BY THE CITY OF BELLAIRE RECORDED UNDER CLERK'S FILE NO(S). R309009 AND S228250 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS.

COMPLAINT: WU YE AND CHEN QIU, THE LISTED PROPERTY OWNERS OF 4302 DOROTHY ST, ARE BEING REFERRED TO THE BUILDING STANDARDS COMMISSION BECAUSE THE BUILDING IS SUBSTANDARD PURSUANT TO THE BELLAIRE CODE OF ORDINANCES. THE HOUSE IS SUBSTANDARD AND VACANT. THE HOME WAS EXPOSED TO FLOOD WATERS IN AUGUST OF 2017. THE FLOODED WALL BOARD AND INSULATION WERE REMOVED, BUT THE SUBFLOOR AND FLOOR COVERING HAVE CAVED IN. THE CITY SECURED THE BUILDING AS A RESULT OF THE FRONT DOOR BEING OPEN. THE FLOORS AND WALLS ARE DAMAGED ENOUGH TO CREATE A VIOLATION OF THE INTERNATIONAL RESIDENTIAL CODE, SECTIONS 311.1 REGARDING EGRESS AND 301.1 REGARDING CONSTRUCTION STANDARDS AND

STRUCTURAL SUPPORTS, AS WELL AS ORDINANCE SECTION 9-81 (b) REGARDING
DELAPIDATION AND PUBLIC HEALTH HAZARDS.

PURSUANT TO THIS COMPLAINT, THE BUILDING OFFICIAL OF THE CITY OF BELLAIRE, TEXAS, HEREBY
REQUESTS THE BUILDING STANDARDS COMMISSION TO ISSUE AN ORDER TO DEMOLISH THE STRUCTURE,
IN ORDER TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF BELLAIRE.

Photos

TAKEN AUGUST 20, 2019



Front Door Gap



Unsecured Front Door



Window



Living Room Floor



Living Room Wall



Living Room Area



Kitchen Area



Kitchen Wall



Utility Room - 1



Utility Room - 2



Roof Leak



Wall Joint Crack

AGENDA STATEMENT

City of Bellaire

MEETING: Building & Standards Commission - Sep 25 2019

PREPARED BY: William Davidson

DEPARTMENT: Development Services

ITEM TITLE:

A public hearing, discussion, consideration, and possible action on a complaint filed by the Building Official to consider or determine whether the structures located at 4313 Lafayette St., Bellaire, Texas 77401, comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished in accordance with Chapter 54 and/or 214 of the Local Government Code of the State of Texas.

RECOMMENDATION:

The Building Official recommends that the Building Standards Commission uphold his findings that the building is substandard, and issue an order of demolition in 30 days.

BACKGROUND/SUMMARY:

In August of 2019, a City Inspector noted a home next to a construction site that appeared dilapidated on the exterior. An inspection at that time noted that while the home was secured, the exterior and interior had never been remediated following the Harvey Flood. Based on this inspection, notice was sent to the owner of record explaining that the home would most likely not be repairable, and that the owner would need to begin the demolition or elevation process. The Building Official never received a response, and the demolition process did not begin. Therefore, on September 9th, the Building Official served notice that the home would be brought before the Building and Standards Commission.

The structural issues included mold, floors that had swollen, warped, and expanded, window frames and door frames that had cracked and shifted, large cracks in walls and ceilings, and gypsum board that had begun to fall apart. The Building Official has also made an estimate of repair costs for the structure, and found that those costs exceed 50% of the value of the building, meaning no permit could be issued.

CITY ATTORNEY REVIEW:

☐ Yes ☒ No

Complaint: 2019-08 4313 Lafayette

BUILDING & STANDARDS COMMISSION MEETING

SEPTEMBER 25, 2019

Property Timeline

August 19
2019

Property is found
secured. Although,
mold is growing along
the walls up to
approximately 5 feet.

August 19
2019

Letter is sent to the
property owner via
both regular and
certified mail,
explaining the need to
demolish

September 9
2019

No response from the
homeowner is received
and the Building
Official sends a notice
of substandard
structure hearing.

Deed

3
WD
R

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

Date: 04/26/2017

Grantor: Askani LLC
Grantor's Mailing Address:
Askani, LLC
5821 Southwest Freeway suite 550
Houston, TX 77057
Harris County, Texas

102

Grantee: LDJ Properties, LLC
Grantee's Mailing Address:
LDJ Properties
777 Preston Street #23 M
Houston, TX 77002
Harris County, Texas

lee

Consideration:

THAT I, Askani, LLC, of the County of Harris and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto LDJ Properties, LLC, of the County of Harris and State of Texas, all of the following described real property in Harris County, Texas, to-wit:

Property (including any improvements):

LOT 7, IN BLOCK 39 OF SOUTHDALE, AN SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 40 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS: TOGETHER WITH STRIP OF LAND 2.5 FEET OF THE ALLEY LOCATED SOUTH OF AND AJONING THE ABOVE DESCRIBED PROPERTY AS QUIT CLAMIED BY THE CITY OF BELLAIRE BY INSTRUMENT FILED UNDER HARRIS COUNTY CLERK FILE NO. R309009

D

Page 1

RP-2017-228249

RP-2017-228249

Exceptions to Conveyance and Warranty:

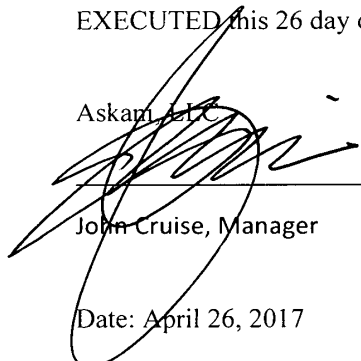
SUBJECT, HOWEVER, to the following:

- (1) Any and all reservations of oil, gas and minerals, exceptions, covenants, conditions and restrictions contained in the chain of title of said premises, including sales or reservations of oil, gas and minerals.
- (2) Any visible and apparent or recorded easements and roadways for roads or utility lines over and across said premises.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever, and we do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26 day of April, 2017

Askani, LLC

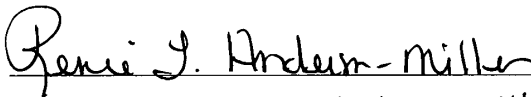


John Cruise, Manager

Date: April 26, 2017

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledge before me on April 26, 2017 by John Cruise,
Manager of Askani, LLC.

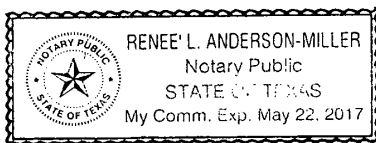


Notary Name: Renee L. Anderson-Miller

State of Texas

County of Harris

Expires: May 22, 2017



Page 2

The undersigned admit receipt of the foregoing notice of the purchase of property above described.

LDI Properties, LLC

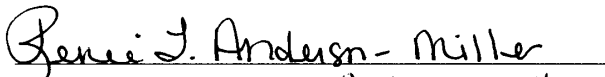
By: 

LaShonda Johnson, Manager

April 26, 2017

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledge before me on April 26, 2017 by LaShonda Johnson
~~LDI Properties, LLC~~ ~~John Cruise~~

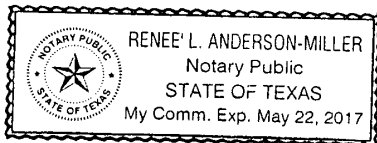


Notary Name: Renee L. Anderson-Miller

State of Texas

County of Harris

Expires: May 22, 2017



RP-2017-228249

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

10:35:46 AM

Wednesday, May 24, 2017

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

RP-2017-228249

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

Wednesday, May 24, 2017



Stan Stuart

COUNTY CLERK
HARRIS COUNTY, TEXAS

Property Calculations

1. PROPERTY HCAD INFORMATION
2. DEPRECIATION CALCULATION
3. REPLACEMENT COST



- [PROPERTY SEARCH](#)
- [ABOUT](#)
- [CAREERS](#)
- [ONLINE SERVICES](#)
- [FORMS](#)
- [MAPS](#)
- [APPRAISAL](#)
- [HELP](#)

Real Property Records

Ownership History

Owner Name & Mailing Address: LDJ PROPERTIES LLC 777 PRESTON ST STE 23 HOUSTON TX 77002-1679				Owner and Property Information			
				Legal Description: LT 7 BLK 39 & ADJ N 2.5 FT OF ABANDON ALLEY SOUTHDALE			
				Property Address: 4313 LAFAYETTE ST BELLAIRE TX 77401			
State Class Code				Land Use Code			
A1 -- Real, Residential, Single-Family				1001 -- Residential Improved			
Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®	
5,125 SF	1,465 SF	7457	1211	110 -- 1B Bellaire, West Univesity, Southampton Areas	5254A	531M	

Value Status Information				Shared CAD			
Value Status				Notice Date			
Noticed				06/14/2019			

Exemptions and Jurisdictions							
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate	Online Tax Bill
None	001	HOUSTON ISD		Certified: 08/02/2019	1.206700		
	040	HARRIS COUNTY		Certified: 08/02/2019	0.418580		
	041	HARRIS CO FLOOD CNTRL		Certified: 08/02/2019	0.028770		
	042	PORT OF HOUSTON AUTHY		Certified: 08/02/2019	0.011550		
	043	HARRIS CO HOSP DIST		Certified: 08/02/2019	0.171080		
	044	HARRIS CO EDUC DEPT		Certified: 08/02/2019	0.005190		
	048	HOU COMMUNITY COLLEGE		Certified: 08/02/2019	0.100263		
	052	CITY OF BELLAIRE		Certified: 08/02/2019	0.431300		

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations			
Value as of January 1, 2018		Value as of January 1, 2019	
	Market		Appraised
Land	283,400	Land	275,400
Improvement	200	Improvement	669
Total	283,600	283,600 Total	276,069
			276,069

5-Year Value History

Land											
Market Value Land											
Line	Land Use	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value SF1 -- Primary SF	SF	5,000	1.00	1.00	0.80	--	0.80	68.00	54.40	272,000.00



Harris County Appraisal District
13013 Northwest Freeway
Houston, Texas 77040-6305

[Office Hours](#)

Hours: 8:00 AM - 5:00 PM
Monday - Friday
Saturday Hearings: Jun, Jul, Aug



[Telephone Information Center](#)

(713) 957-7800
Hours: 8:00 AM - 5:00 PM
Monday - Friday

Thank You for Visiting Harris County Appraisal District. ©2019 All Rights Reserved.



[Harris Country Appraisal District](#)



CONTACT 

Address	4313 Lafayette
Replacement Cost	170159.75
Depreciation	0.3538
Total	109957.2305
Permit Amount	54978.61523

Sq. Footage	1465
Year built	1956
Age	61
Depreciation Factor	0.58

Address 4313 Lafayette

Sq Ft	1465
# Bedrooms	3
# Bathrooms	2
Sheetrock Removal	48
Over Electrical?	y
# of Doors	12
# of Windows	12
AC unit submerged	Y
Bathroom Fixtures Removed	Y
Kitchen Fixtures Removed	Y
Sub floor damaged	y
Foundation Damaged	y
Structural damage	y

9/18/2019 10:29

Amount Cost

Sheet Rock	4102	8737.26
Flooring	1465	14650.00
Cabinets	59.29587	4546.02
Electrical	24	5280.00
Paint	4102	7793.80
Doors	12	4200.00
Windows	12	4800.00
AC	1500	1500.00
Counters	29.64793	2223.60
Plumbing	1100	1100.00
Sub-floor	2930	2930.00
Foundation	4500	4500.00
Insulation	4102	4102.00
Structural	8500	8500.00
Total		74862.67

Letters and Notices

1. BUILDING OFFICIAL LETTER
2. NOTICES OF SUBSTANDARD HEARING

City of Bellaire

Date: 8/19/19

LDJ PROPERTIES LLC

777 PRESTON ST STE 23

HOUSTON TX 77002-1679

RE: Possible Substandard Building at 4313 Lafayette

We know that as a Bellaire property owner, you are as concerned about keeping Bellaire a good place to live as we are. This notice is being sent to you as a courtesy and to inform those of you who may not be familiar with Bellaire's Ordinances. The residence at the above address appears to be lacking in upkeep, and may have some associated life safety issues. If those issues are not addressed, the City may issue an order for demolition, and demolish the structure at the home owner's expense. The home should be demolished as quickly as possible to avoid having an order compelling same issued by the Building and Standards Commission of the City.

The City has assessed the value of the property at \$109,957. That means repair costs would be limited to \$54,478. It is unlikely that the structural issues could be addressed within that limitation. Therefore demolition of the structure, or elevation of the building into compliance with the City's current floodplain ordinance would be the resolution.

Please call me upon receipt of this letter and let me know your phone number so I may reach you directly. While this does not serve as a notice of a hearing, please be aware that the City will be having substandard housing hearings in September, and this building would be on the agenda

Please call me upon receipt of this letter and let me know your phone number so I may reach you directly.

Should you have any questions please call at 713-662-8232

Sincerely,

William Davidson

Building Official

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

9/5/19

Attn: LDJ PROPERTIES LLC
777 PRESTON ST STE 23
HOUSTON TX 77002-1679

Re: Notice of a Public Hearing on Substandard Structures

Owner of the Lot and Structures: LDJ Properties LLC

Address of the Lot and Structures: 4313 Lafayette, Bellaire, TX, 77401. All Structures on Lot, including primary residence, and all attached accessory structures including garage, will be considered at the public hearing.

Legal Description of the Lot:
LT 7 BLK 39 & ADJ N 2.5 FT OF
ABANDON ALLEY
SOUTHDAL

Notice of a public hearing before the Bellaire Building and Standards Commission to consider or determine whether the structures located at 4313 Lafayette Street, Bellaire, Texas 77401 comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished. Any person wishing to be heard in connection with the matter must appear at the public hearing.

Location of the Hearing: City of Bellaire Council Chambers, first floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, 77401

Date and Time of the Hearing: 6:30 PM, September 25th, 2019

Alleged Violations of the Bellaire Code of Ordinances:

- Structural and flood damage to floors, walls, ceilings, and windows.
- Buckling and collapse of floors
- Mold and unwholesome material
- And other defects

The Owner, Lienholder, and/or Mortgagee will be required to submit a scope of work for all repairs required to comply with the Bellaire Code of Ordinances, and an estimated timeline for those repairs.

Further information concerning the Public Hearing may be obtained from the Building Official of the City of Bellaire at 7008 South Rice Avenue, Bellaire, Texas during normal business hours.

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

City of Bellaire

CITY OF BELLAIRE NOTICE OF BUILDING AND STANDARDS COMMISSION PUBLIC HEARING

Notice of a public hearing before the Bellaire Building and Standards Commission to consider or determine whether the structures located at 4313 Lafayette Street, Bellaire, Texas 77401 comply with the minimum requirements of the City of Bellaire, Texas, Code of Ordinances and to consider or determine whether the structures must be vacated, repaired, secured or demolished. Any person wishing to be heard in connection with the matter must appear at the public hearing.

Owner of the Lot and Structures: LDJ Properties LLC, 777 Preston St., Ste 23, Houston, TX 77002-1679

Address of the Lot and Structures: 4313 Lafayette St, Bellaire, TX, 77401. All structures on lot, including primary residence, and all attached and detached accessory structures including garage, will be considered at the public hearing.

Legal Description of the Lot: LT 7 BLK 39 & Adj N 2.5 Ft of Abandon Alley, Southdale

Where: City of Bellaire Council Chambers, first floor of City Hall,
7008 South Rice Avenue, Bellaire, Texas 77401

When: Building & Standards Commission Regular Meeting
7:00 PM, Wednesday, September 25, 2019

Alleged Violations of the Bellaire Code of Ordinance: Structural and flood damage to floors, walls, ceiling, and windows; buckling and collapse of floors; mold and unwholesome material and other defects.

The Owner, Lienholder, and/or Mortgagee will be required to submit a scope of work for all repairs required to comply with the Bellaire Code of Ordinances, and an estimated timeline for those repairs.

Further information concerning the Public Hearing may be obtained from the Building Official of the City of Bellaire at 7008 South Rice Avenue, Bellaire, Texas during normal business hours

Marleny Campos
Development Services

7008 South Rice Avenue, Bellaire, Texas 77401-4411
P 713.662.8222 | F 713.662.8212
www.bellairetx.gov

Complaint Letter

City of Bellaire

COMPLAINT # 2019-08

BUILDING OFFICIAL OF THE	§	THE BUILDING STANDARDS
CITY OF BELLAIRE, TX	§	COMMISSION OF THE
V.	§	CITY OF BELLAIRE, TX
LDJ PROPERTIES	§	
4313 LAFAYETTE ST	§	

TO THE HONORABLE MEMBERS OF THE BUILDING STANDARDS COMMISSION OF THE CITY OF BELLAIRE, TX:

RESPONDENTS: LDJ PROPERTIES LLC
777 PRESTON ST STE 23
HOUSTON TX 77002-1679

PROPERTY: 4313 LAFAYETTE ST, BELLAIRE, TX, 77401

LT 7 BLK 39 OF SOUTHDAL, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 40, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, TOGETHER WITH A STRIP OF LAND 2 ½ FEET BY 50 FEET LOCATED NORTHERLY OF, ADJACENT TO AND ADJOINING SAID LOT, BEING PART OF THE ALLEY AS QUIT CLAIMED BY THE CITY OF BELLAIRE BY INSTRUMENT FILED UNDER HARRIS COUNTY CLERK FILE NO. R309009

COMPLAINT: LDJ PROPERTIES LLC, THE LISTED PROPERTY OWNER OF 4313 LAFAYETTE ST, IS BEING REFERRED TO THE BUILDING STANDARDS COMMISSION BECAUSE IT IS SUBSTANDARD PURSUANT TO THE BELLAIRE CODE OF ORDINANCES. THE HOUSE IS SUBSTANDARD AND VACANT. THE WALLS ARE CRACKED IN MANY AREAS. THE WALLS AND FLOORS WERE EXPOSED TO FLOOD WATERS IN AUGUST OF 2017 AND ARE NOW VISIBLY MOLDED AND WARPED. MOLD IS EVIDENT THROUGHOUT THE WALLS, ENOUGH TO CREATE A VIOLATION OF THE INTERNATIONAL RESIDENTIAL CODE 301.1 REGARDING CONSTRUCTION STANDARDS AND STRUCTURAL SUPPORTS, AS WELL AS ORDINANCE SECTION 9-81 (b) REGARDING DELAPIDATION AND PUBLIC HEALTH HAZARDS.

PURSUANT TO THIS COMPLAINT, THE BUILDING OFFICIAL OF THE CITY OF BELLAIRE, TEXAS, HEREBY REQUESTS THE BUILDING STANDARDS COMMISSION TO ISSUE AN ORDER TO DEMOLISH THE STRUCTURE, IN ORDER TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF BELLAIRE.

Photos

TAKEN AUGUST 20, 2019



Exterior View



Exterior Condition



Exterior Wall



Exterior Brick



Brick Planter



Living Room



Bedroom - 1



Bedroom - 2



Bedroom - 3

City of Bellaire

Building and Standards Commission

Date: September 25, 2019

To: Ross Gordon, Chair of the Planning and Zoning Commission

From: Dan Collins, Chair of the Buildings and Standards Commission

Subject: Response to Planning and Zoning Commission's request to Review Pavers and Building Material

Chair Gordon,

On August 28, 2019, the Building and Standards Commission reviewed your letter requesting our review of acceptable materials and/or methods for driveway and walkway construction, including pavers without a concrete substrate.

After discussion, the Commission found that the current regulations are adequate and there is no need for modification. This decision was based on the fact that the current regulations allow for the use of paver systems without regard to substrate under Sec. 9-21. (a). Pavers without a concrete substrate may be allowed if it is installed and maintained according to the manufacturer's recommendations for the anticipated traffic load (as stated in Sec. 9-21 (a) (2)).

Additionally, there is an exception process outlined in Sec. 9-21 (c) to allow the Building and Standards Commission, upon application and hearing, to approve alternative methods of construction requiring the applicant to provide sufficient evidence and claims regarding the material, method or work.

The Building and Standards Commission is always available to meet, upon request, with the Planning and Zoning Commission if this matter requires further discussion.

Sincerely,

Dan Collins
Chair, Building and Standards Commission

City of Bellaire

Fire Department

Date: September 25, 2019

To: Dan Collins, Chair of the Buildings and Standards Commission

From: Alton Moses, Fire Marshal

CC: William Davidson, Building Official

Subject: Response to Building and Standard's Commission comments on Bellaire Fire Code

Chair Collins,

The City of Bellaire Code Enforcement and Fire Department will enforce the most stringent regulations with respect to the height of the required address number. Section 9-10 of our city ordinances requires two and a half inch letters, the Building Code Section R319 calls for a minimum of four inches. The Fire Marshal and Building Official see no need to change the current ordinance language, as the adopted code edition will be more restrictive. The building code states that the most restrictive regulation applies.

Sincerely,

Alton Moses
Fire Marshal

Table 301.2(1)

Wind design					Subject to Damage From							Air	Mean
Ground		Topographic	Special Wind	Wind Borne	Seismic	Weatheri			Winter		Flood	Freezing	Annual
Snow Load	Speed	Effects	Region	Climate Zone	Design Category	ng	Frost Line	Termites	Design Temp	Ice Barrier	Hazards	Index	Temp
0	130		0 N	Y	A	N	N	Y	34	N	AE	1500	69
				Altitude	Indoor	Design	Heating						
Elevation	Lattitude	Winter Heating	Cooling	Correction Factor	Design Temp	Cooling Temp	Temp Difference						
105	29	28	96	0	34	70	6						
Cooling	Wind				Winter	Summer							
Temp Difference	Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Humidity	Humidity							
26	8.5	8	80	17	151	161							