

# PRELIMINARY REPORT

<u>Title Contact Information:</u> WFG National Title Company of California 500 Technology Drive, Suite 100 Irvine, CA 92618 Phone: (949) 430-3705 E-mail: RWalker@wfgtitle.com

Title Officer: Rizza Walker

Order No.: 22-345533

Corner Escrow Ashley Bowman 18302 Irvine Blvd., Suite 350 Tustin, CA 92780

Property Address: 77 Tierra Montanosa Rancho Santa Margarita, CA 92688

APN: 938-122-69

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance of describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien, or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit One attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of policy or policies of title insurance contemplated by this report is/are:

# ALTA® HomeOwner's Policy (12-02-13)

# ALTA® Ext Loan Policy (06-17-06)

# Issued by WFG National Title Insurance Company

Dated as of: January 25, 2022 at 7:30 am

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A condominium as defined in Section 783 of the California Civil Code, in fee as to Parcel(s) 1 and 2; easements as more particularly described herein as to Parcel(s) 3 and 4

Title to said estate or interest at the date hereof is vested in:

# Kerry L. Connolly, Trustee of The Kerry L. Connolly Revocable Trust, dated October 2, 2020 and Stephen E.

# Connolly, a single man

# view image

The land referred to in this report is situated in the State of California, County of Orange, and is described as follows:

# SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# EXHIBIT "A" LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/10TH INTEREST IN AND TO LOT 1 OF TRACT NO. 14552, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 742, PAGES 25 TO 29, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY;

EXCEPTING THEREFROM ALL UNITS SHOWN ON THE CONDOMINIUM PLAN RECORDED ON MARCH 17, 1997 AS INSTRUMENT NO. 1997-0121829 OF OFFICIAL RECORDS OF SAID COUNTY (THE "CONDOMINIUM PLAN") AND ANY AMENDMENTS AND RERECORDINGS THEREOF.

EXCEPTING THEREFROM, ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY CONVEYED HEREBY TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SUCH PROPERTY AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF SUCH PROPERTY.

PARCEL 2:

UNIT NO. 124, AS SHOWN AND DESCRIBED IN THE CONDOMINIUM PLAN.

PARCEL 3:

EASEMENTS AND RIGHTS AS SET FORTH IN THE SECTIONS ENTITLED "EASEMENTS FOR OWNERS", "SUPPORT, SETTLEMENT AND ENCROACHMENT", "UTILITIES AND CABLE TELEVISION" AND "ENFORCEMENT" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON MARCH 21, 1994 AS INSTRUMENT NO. 94-0197066 AND RE-RECORDED ON APRIL 14, 1994 AS INSTRUMENT NO. 94-0262139, BOTH OF OFFICIAL RECORDS OF SAID COUNTY, AND ANY AMENDMENTS THERETO (THE 'DECLARATION").

PARCEL 4:

EASEMENTS AND RIGHTS AS SET FORTH IN THE SECTIONS ENTITLED "CERTAIN EASEMENTS FOR OWNERS", "SUPPORT, SETTLEMENT AND ENCROACHMENT," "RIGHTS AND DUTIES; UTILITIES AND CABLE TELEVISION" "TRAIL AND LANDSCAPE EASEMENTS" AND "ENFORCEMENT" OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON APRIL 24, 1986 AS INSTRUMENT NO. 86-162928 OF OFFICIAL RECORDS OF SAID COUNTY, AND ANY AMENDMENTS THERETO (THE "SAMLARC DECLARATION").

APN: 938-122-69

At the date hereof exception to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- 1a. General and special taxes and assessments for the fiscal year 2022 2023, a lien not yet due or payable.
- 1b. General and County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2021 2022:

1st Installment:	\$2,433.93, Delinquent December 10, 2021, Delinquent
Penalty:	\$243.39, due after December 10, 2021
2nd Installment:	\$2,433.93, (due February 1, 2022), Open
Penalty:	\$266.39, due after April 11, 2022
APN No.:	938-122-69 View Taxes
Code Area:	33-060

The above includes a homeowner's exemption.

- 1c. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 1d. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
- 1e. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
- 2. Water rights, claims or title to water, whether or not shown by the public records.
- 3. Any easements or servitudes appearing in the public records.

Affects: Common Area

4. An easement for Aircraft Operations, Sound, Air Space, and Avigation and rights incidental thereto, as set forth in a document recorded on December 1, 1983, as Instrument No. 83-0649335, of Official Records.

Reference is hereby made to said document for full particulars.

5. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded on April 24, 1986, as Instrument No. <u>86-0162928</u>, of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the liens of which are stated to be subordinate to the lien of any mortgage or deed of trust made in good faith and for value.

The provisions of said Covenants, Conditions, and Restrictions were extended to include the herein described land by instrument recorded on August 6, 1993, as Instrument No. <u>93-0528393</u>, of Official Records.

The provisions of said Covenants, Conditions, and Restrictions were extended to include the herein described land by instrument recorded on March 21, 1994, as Instrument No. <u>94-0197067</u>, of Official Records.

Document(s) declaring modifications thereof recorded on March 17, 1997, as Instrument No. <u>19970121827</u>, of Official Records.

 The terms, conditions and provisions contained in the document entitled Rancho Santa Margarita Development Agreement, recorded on March 3, 1988, as Instrument No. <u>88-0097498</u>, Official Records.
 WFG Form No. 3151600
 CLTA Preliminary Report Form (06-05-14) Reference is hereby made to said document for full particulars.

7. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded on August 6, 1993, as Instrument No. <u>93-0528391</u>, of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the liens of which are stated to be subordinate to the lien of any mortgage or deed of trust made in good faith and for value.

8. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded on March 21, 1994, as Instrument No. <u>94-0197066</u>, of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the liens of which are stated to be subordinate to the lien of any mortgage or deed of trust made in good faith and for value.

Document re-recorded April 14, 1994 as Instrument No. <u>94-0262139</u>, of Official Records.

Document(s) declaring modifications thereof recorded on March 17, 1997, as Instrument No. <u>19970121828</u>, of Official Records.

9. The terms, conditions and provisions contained in the document entitled Agreement and Grant of Easement, recorded on January 15, 1997, as Instrument No. 19970022888, Official Records.

Reference is hereby made to said document for full particulars.

10. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: Dated:	\$261,760.00 April 20, 2010
Trustor:	Stephen E Connolly, a single man, and Kerry Lynn Dequesnel, an unmarried woman as joint tenants
Trustee:	ReconTrust Company N.A.
Lender:	Bank of America, N.A.
Recorded:	April 27, 2010
Instrument No.:	2010000196602 of Official Records

11. A certified copy of a judgment or an abstract thereof:

Court:	Superior Court of California, County of Orange
Case No.:	30-2013-00665747-CL-CL-CJC
Debtor:	Stephen Connolly
Creditor:	Portfolio Recovery Associates, LLC
Amount:	\$1,689.34, and any other amounts due thereunder
Recorded:	January 23, 2014
Instrument No.:	2014000028685, of Official Records.

12. A certified copy of a judgment or an abstract thereof:

Court:	Superior Court of California, County of Orange
Case No.:	30-2013-00639784-CL-CL-NJC
Debtor:	Stephen Connolly
Creditor:	Midland Funding, LLC

Amount:\$11,627.56, and any other amounts due thereunderRecorded:December 9, 2014Instrument No.:2014000530665, of Official Records.

13. A certified copy of a judgment or an abstract thereof:

Court:	Superior Court of California, County of Orange
Case No.:	30-2018-01000873-CL-UD-CJC
Debtor:	Kerry Connolly esa Kenny Connolly, et al.
Creditor:	Arnel Management Company
Amount:	\$5,586.40, and any other amounts due thereunder
Recorded:	November 7, 2018
Instrument No.:	2018000403658, of Official Records.

14. A certified copy of a judgment or an abstract thereof:

Court:	Superior Court of California, County of Orange
Case No.:	30-2013-00639784-CL-CL-NJC
Debtor:	Stephen Connolly
Creditor:	Midland Funding, LLC
Amount:	\$11,627.56, and any other amounts due thereunder
Recorded:	July 8, 2021
Instrument No.:	2021000441041, of Official Records.

# **END OF EXCEPTIONS**

# REQUIREMENTS

- Req. No. 1. Statements of information from all parties to the transaction.
- Req. No. 2. With respect to the following entity:

The Kerry L. Connolly Revocable Trust, dated October 2, 2020

If the title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require the following:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

- Req. No. 3. Prior to the issuance of title insurance, it will be necessary that we be furnished a written statement from the Homeowners Association of which said property is a member, which will provide that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing we ask that you obtain and forward said statement at your earliest convenience.
- Req. No. 4. Determination of whether reporting is required under any applicable U.S. Department of Treasury FINCEN Geographic Targeting Order (GTO) and, if reporting under the GTO is required, providing to the Company the information and identity documents required to comply with the GTO and complete the report.

# NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.
- Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- Note 11: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.
- Note 12: This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement forms 100, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference **Condominium** 

# known as

# 77 Tierra Montanosa, City of Rancho Santa Margarita, County of Orange, California

Note 13: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

Trust Transfer Deed	
Grantor(s):	Kerry L. Connolly, a married woman who took title as Kerry Lynn
	Dequesnel, an unmarried woman
Grantee(s):	Kerry L. Connolly, Trustee of The Kerry L. Connolly Revocable Trust,
	dated October 2, 2020
Recorded Date:	October 8, 2020
Recording No:	(instrument) 2020000559775, of Official Records
Comments:	DD-2020000559775

# Exhibit One (Rev. 06-15-14) CLTA STANDARD COVERAGE POLICY—1990 (4-8-14) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

# EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

# CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.
  - This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- Lack of a right: (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum
		DollarLimit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of \$2,500 (whichever is less)	\$ 5,000.00

# 2006 ALTA LOAN POLICY (06/17/06)) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection,
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. 2. 3.
  - Defects, liens, encumbrances, adverse claims or other matters:
    - created, suffered, assumed or agreed to by the Insured Claimant; (a)
    - not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and (b) not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
    - resulting in no loss or damage to the Insured Claimant; (c)
    - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under (d) Covered Risk 11,13, or 14); or
    - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured (e) Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by 5 the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction 6. creating the lien of the Insured Mortgage, is
  - a fraudulent conveyance or fraudulent transfer, or (a)
  - a preferential transfer for any reason not stated in covered Risk 13(b) of this policy. (b)
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the 7 coverage provided under covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

# **EXCEPTIONS FROM COVERAGE**

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

### PART 1

- Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or 1. (a) assessments on real property or by the Public Records;
  - Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not (b) shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3 Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an 4. accurate and complete land survey of the Land and not shown by the Public Records.
- Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water 5 (a) rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

# PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

# 2006 ALTA OWNER'S POLICY (06/17/06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, 1. (a) prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk (b)
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. 2.
- Defects, liens, encumbrances, adverse claims or other matters: 3.
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;
- c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

# **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
  - (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

# ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
  - Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

10.

# STATEMENT OF INFORMATION

CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: 22-345533, ESCROW NO.: 22-345533AND PROPERTY ADDRESS: 77 TIERRA MONTANOSA, RANCHO SANTA MARGARITA, CA 92688			
1. IMPROVEMENTS:     □ NONE/VACANT LAND     □ SINGLE F       2. OCCUPIED BY:     □ OWNER     □ TENANTS	RESIDENCE IN MULTIPLE RESIDENCE COMMERICAL		
CONSTRUCTION WITHIN LAST 6 MONTHS?     I YES     IF YES, INDICATE WORK DONE:			
PARTY 1	PARTY 2		
FORMER LAST NAME(S), IF ANY	FORMER LAST NAME(S), IF ANY		
BIRTHPLACE BIRTH DATE	BIRTHPLACE BIRTH DATE		
SOCIAL SECURITY NUMBER DRIVER'S LICENSE	SOCIAL SECURITY NUMBER DRIVER'S LICENSE		
NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER	NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER		
	DATE OF MARRIAGE/DIVORCE:		
PARTY 1	R LAST 10 YEARS		
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
OCCUPATIONS FO	DR LAST 10 YEARS		
OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS			
OCCUPATION FIRM NAME ADDRES	SS NUMBER OF YEARS		
PARTY 2 RESIDENCES FOR LAST 10 YEARS			
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
ADDRESS CIT	Y STATE FROM (DATE) TO (DATE)		
OCCUPATIONS FO	DR LAST 10 YEARS		
OCCUPATION FIRM NAME ADDRES	SS NUMBER OF YEARS		
OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS			
THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT.			
EXECUTED ON(DATE), AT	(CITY).		
ВҮ	BY		
HOME TELEPHONE:	HOME TELEPHONE		
BUSINESS TELEPHONE	BUSINESS TELEPHONE		
EMAIL	EMAIL		

# Disclosure to Consumer of Available Discounts Pursuant to California Code of Regulations Section 2355.3

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

Electronic Commerce Group Title Discount Program First Time Buyer(s) Senior Citizen Rate U.S. Military Rate Consumer Direct Rates Disaster Loans Expedited/Electronic Refinance Rates Lender Special Rates 1, 2, 3 Limited Escrow Rates Home Equity Escrow Rate REO Escrow Rate Group Rate Escrow Discount

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.



# Plain English Privacy Statement for Appraisal, Title & Escrow Customers

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

# What Information is Shared?

# WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information <u>does get shared</u> with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

# How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome<sup>®</sup>, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

# How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

# How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

# **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

# Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

# Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

# Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

# How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can optout of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

# The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california

Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon

# How to Contact Us

If you have any questions about WFG's privacy policy or how we protect your information, please contact WFG:

- By email: <u>Consumerprivacy@willistonfinancial.com</u>
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

# WFG FAMILY

WILLISTON FINANCIAL GROUP LLC WFG NATIONAL TITLE INSURANCE COMPANY WFG LENDER SERVICES, LLC WFGLS TITLE AGENCY OF UTAH, LLC WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC WFG NATIONAL TITLE COMPANY OF CALIFORNIA WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY UNIVERSAL TITLE PARTNERS, LLC VALUTRUST SOLUTIONS, LLC WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS	WHAT DOES WILLISTON FI		
Why?	consumers the right to limit some	they share your personal information. Fed but not all sharing. Federal law also requir ersonal information. Please read this notice	es us to tell you how we
What? How?	<ul> <li>with us. This information can inclu</li> <li>Social Security number and</li> <li>Your name, address, phone</li> <li>Information about the prope</li> <li>Financial Information includi</li> <li>Financial account information</li> </ul>	other government identification information	1
	business. In the section below, we personal information; the reasons limit this sharing.	e list the reasons financial companies can Williston Financial Group chooses to shar	share their customers' e; and whether you can
	are your personal information	Does Williston Financial Group share	? Can you limit this sharing?
account(s), respond to investigations, or repo	our transactions, maintain your o court orders and legal ort to credit bureaus	Yes	No
For our marketing pur to offer our products a		Yes	No
	th other financial companies	No	We don't share
	yday business purposes— Ir transactions and experiences	Yes	No
For our affiliates' ever	yday business purposes—	No	We don't share
information about you			
For our affiliates to ma		No	We don't share
For nonaffiliates to ma	arket to you	No	We don't share
To limit our sharing	<ul> <li>Visit us online: <u>http://bit.l</u> at <u>consumerprivacy@wi</u></li> <li>Mail the form below</li> <li>Please note:</li> <li>If you are a new customer, we ca When you are no longer our custo notice.</li> <li>However, you can contact us at a</li> </ul>	n begin sharing your information from the o omer, we continue to share your informatio iny time to limit our sharing.	<u>lestPage</u> or e-mailing us date we sent this notice.
Questions?	Call 833-451-5718 or Email const	umerprivacy@willistonfinancial.com	
Mail-In Form If you have a joint policy, your choices will apply to everyone on your account.	<ul><li>business purposes.</li><li>Do not allow your affiliates to</li><li>Do not share my personal info</li></ul>	ut my creditworthiness with your affiliates for use my personal information to market to r prmation with nonaffiliates to market their p	ne.
	me.         Name         Address         City, State, Zip         File Number		Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 <sup>th</sup> Pkwy, #350 Portland, OR 97223

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>Apply for insurance</li> <li>Engage us to provide appraisal, title and escrow services</li> <li>Give us your contact information</li> <li>Provide your mortgage information</li> <li>Show your driver's license</li> <li>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</li> </ul>
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a common corporate identity,
Nonaffiliates	including those listed below. Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	Nonaffilliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and titl searchers and others as appropriate to facilitate your transaction.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	Williston Financial Group does not jointly market.
<b>Other important information</b> As a resident or citizen of certain states, we may hav	

Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california

Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon

# **ORDER NO.** 22-345533

# CERTIFICATION OF TRUST (PURSUANT TO CALIFORNIA PROBATE CODE 18100.5)

THE UNDERSIGNED, BEING ALL OF THE CURRENTLY ACTING TRUSTEES OF THE TRUST, BEING OF LAWFUL AGES, HEREBY DECLARE THE FOLLOWING TO BE TRUE AND CORRECT:

- 1. THE TRUST KNOWN AS \_\_\_\_\_\_\_, EXECUTED ON \_\_\_\_\_\_, IS A VALID AND EXISTING TRUST.
- 2. THE NAMES AND ADDRESSES OF ALL OF THE SETTLORS (PERSONS WHO CREATED THE TRUST) ARE:

\_\_\_\_

3. THE NAMES AND ADDRESSES OF ALL OF THE TRUSTEES OF THE TRUST ARE:

TAX I.D. NO. \_\_\_\_\_

4. THE TRUST IS

(REVOCABLE/IRREVOCABLE)

5. THE TRUST HAS NOT BEEN REVOKED, MODIFIED OR AMENDED IN ANY MANNER WHICH WOULD CAUSE THE REPRESENTATIONS CONTAINED HEREIN TO BE INCORRECT.

THIS CERTIFICATION IS EXECUTED BY ALL OF THE CURRENTLY ACTING TRUSTEES OF THE TRUST PURSUANT TO SECTION 18100.5 OF THE PROBATE CODE.

DATED: \_\_\_\_\_

BY:\_\_\_\_\_

BY: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

# STATE OF CALIFORNIA

} SS.

COUNTY	
OF	

On

\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,

personally appeared

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.

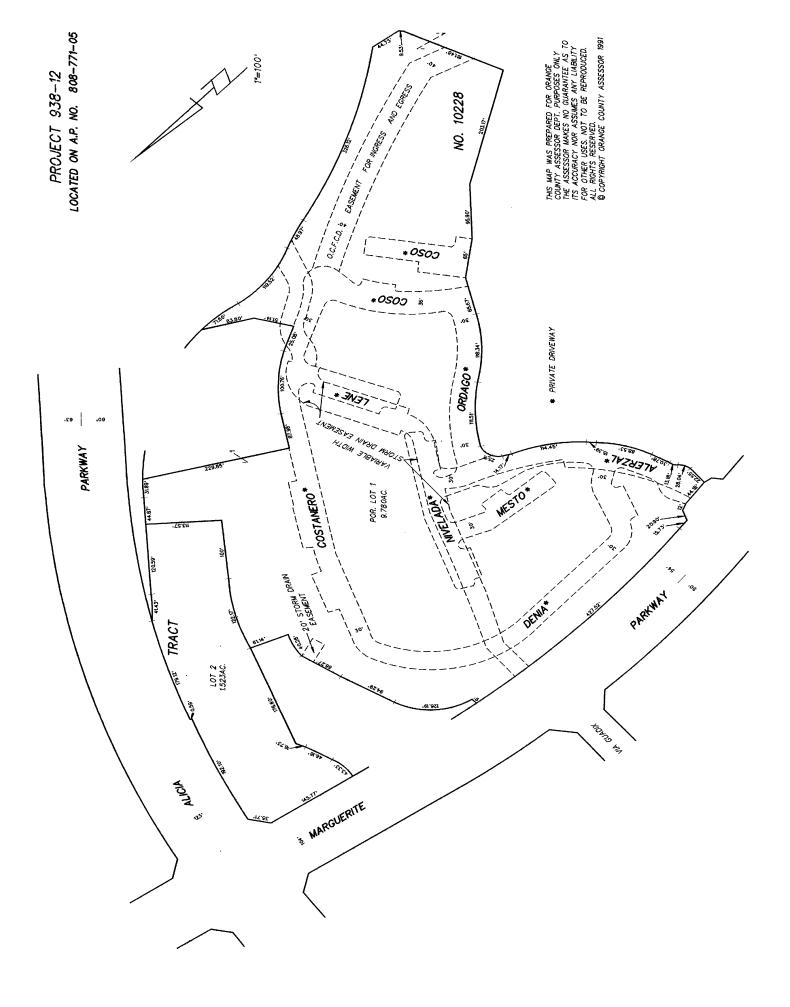
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

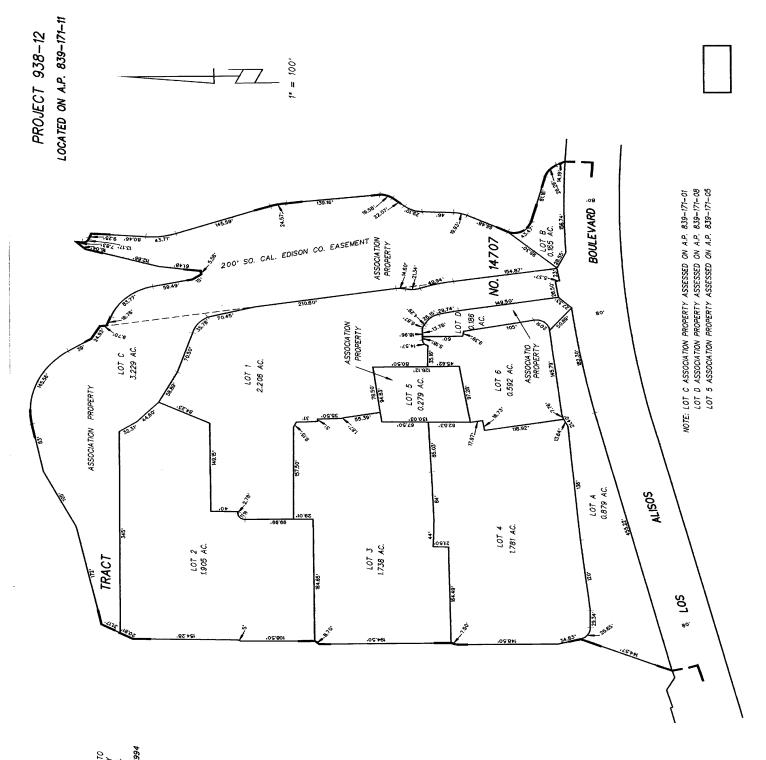
WITNESS my hand and official seal.

Signature

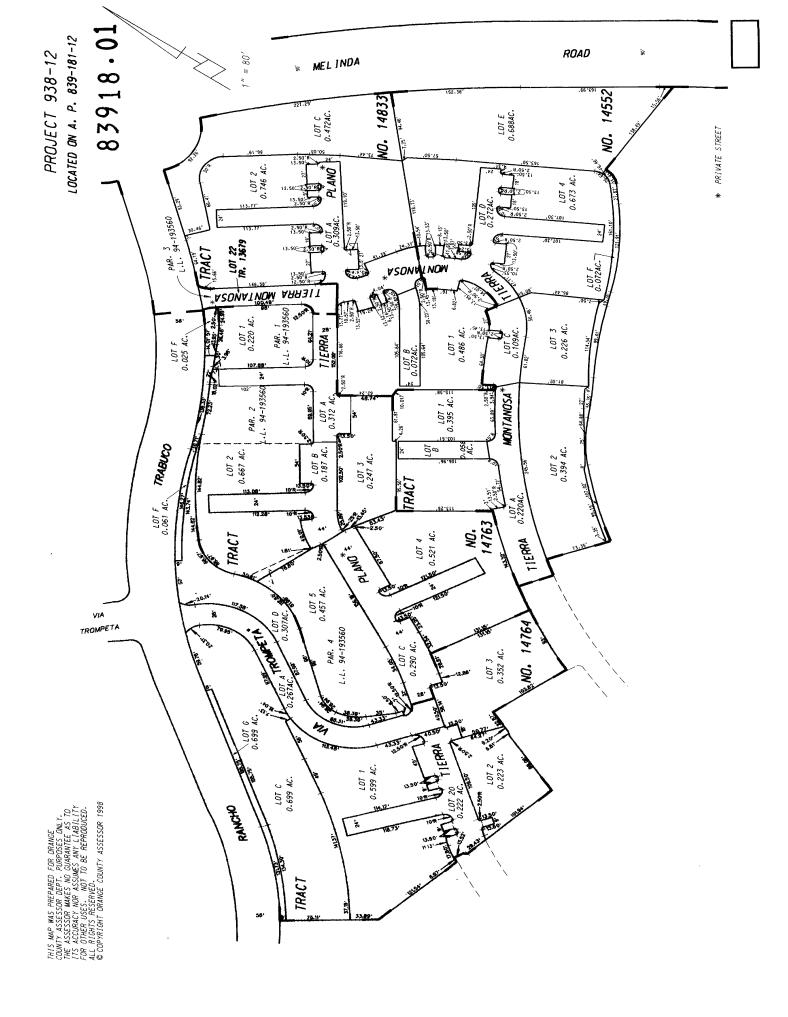
(This area for official notarial seal)

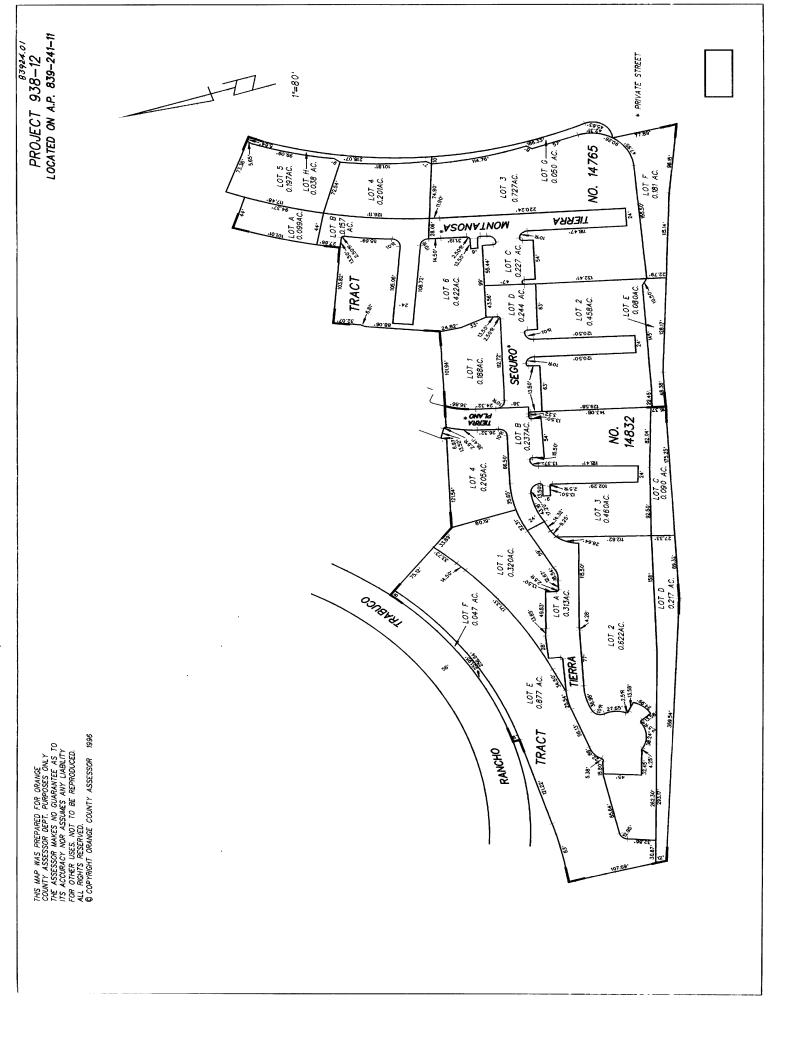
MAIL TAX STATEMENTS AS DIRECTED ABOVE





THIS MAP WAS PREFARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY THE ASSESSOR MAKES NO CUMANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LABUITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. @ COPYRIGHT ORANGE COUNTY ASSESSOR 1994





of 1			A.P. NO. 459-115-20	COMMON AREA	Und. 1/2 Int in Par 1 "
Page 1 of 1	W	AP 277-36	NO. PARS 1	UNIT.NO. COM	1 Und. 1/2
	CONDOMINIUM	INDEX, PARCEL MAP 277-36	11 PARCEL MAP 277-36	LOCATED ON PAR	Par 1 "
			PROJECT NO. 938-01	BILLING NO.	938-01-271 938-01-272
Page 1 of 1			A.P. NO. 459-115-19	COMMON AREA	Und. 1/2 Int in Par 1
Pag	MUI	MAP 257-19	NO. PARS 1	UNIT NO.	1 Und.
	CONDOMINIUM	INDEX, PARCEL MAP 257-19	PROJECT NO. 938-01 PARCEL MAP 257-19 NO. PARS 1	LOCATED ON PAR	Par 1 "
			PROJECT NO. 938-	BILLING NO.	938-012-26 938-012-27

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839-17 Page 2 of 3	WD IN I MOGN	, TRACT NO. 14707	. 14707 NO. LOTS 5 A.P. NO. 839-171-11	LOT UNIT NO. COMMON AREA	45 Und. 1/28 Int in lot 2 49 49 49 51 52 53 53 55 55 56 61 61 Und. 1/32 Int in lot 3 66 66 66 67 71 72 73 74 71 73 74 75 73 74 75 73 74 75 75 68 68 68 68 68 68 69 71 71 72 73 73 74 75 75 76 76 71 71 72 72 73 73 74 75 75 88 88 88 88 88 88 88 88 88 88 88 88 88												
	0	INDEX	938-12 TRACT NO.	LOCATED ON L	м С С С С												
			PROJECT NO.	BILLING NO.													
Page 1 of 3		ACT NO. 14707	)7 NO. LOTS 5 A.P. NO. 839-171-11	UNIT NO. COMMON AREA	Und. 1/32 Int Und. 1/28 Int												
	CONDOMINIUM	INDEX, TRACT		TRACT	TRACT	TRACT	TRACT	TRACT		TRACT	TRACT	DEX, TRACT	TRACT	TRACT	938-12 TRACT NO. 14707	LOCATED ON LOT	
			PROJECT NO. 938	BILLING NO.													

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	Page

CONDOMINIUM

A.P. NO. 839-171-11 Und. 1/8 Int in lot 6 Und. 1/32 Int in lot 3 Und. 1/32 Int in lot 4 COMMON AREA z ÷ ÷ Ξ Ŧ = = = = = ÷ TRACT NO. 14707 NO. LOTS 5 INDEX, TRACT NO. 14707 UNIT NO. LOCATED ON LOT Lot 6 " Lot 3 = = 3 Lot 4 = ----= = = ÷ = = : = = = = = = Ξ Ξ Ξ PROJECT NO. 938-12 938-12-147 938-12-148 938-12-149 938-12-151 938-12-151 938-12-151 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-155 938-12-158 938-12-175 938-12-175 938-12-177 BILLING NO.

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Page 2 of 3	83918.02	· · · · · · · · · · · · · · · · · · ·	A. P. No. 839-181-12	COMMON AREA	Und. 1/15 Int in Lots 1 & 2 of Tract 14764		-	-	-		-	Und. 1/10 Int in Lot 2 of Tract 14552		=	_ :		=	=		llad 1/10 lat is lat 1 of Tract 1/652		F	-	E	=	= :		=	Und. 1/5 Int in Par 1 of LLA 94-193560	Ŧ	= =		Lind 1/5 lpt in Lot 3		=	=	E	Und. 1/15 Int in Par 1 of LLA 94-301088		: =	E	-	=	=		
	CONDOMINUM	INDEX, TRACT NO. 14552, 14763 & 14764	NO. OF LOTS: 13	UNIT NO.	ω	თ	10	141	142	143	144	76	22	78	79	80	82	83	84	85	110	118	119	120	121	122	123	125	176	177	178	1/9	00 86	87	88	89	06	91	92	93	94 05	96 96	67	98	66	100
	00	INDEX, TRACT	TRACT NO. 14552, 14763 & 14764	LOCATED ON LOT	Lot 1	F	=	Lot 2	=		-	Lot 2	=	-	=		-	=	R 1	- <del>1</del>	L01 I	=	=	=	=	=	= =	-	Por Lot 1	-			1 of 2		-	-	-	Lot 4		: =	=	=	-	=	=	-
			PROJECT NO. 938-12	BILLING NO.	938-12-243	938-12-244	938-12-245	938-12-246	938-12-247	938-12-248	935-12-249 038 13 250	938-12-251 938-12-251	938-12-252	938-12-253	938-12-254	938-12-255 020 17 756	938-12-257 938-12-257	938-12-258	938-12-259	938-12-260 038 13 261	930-12-201 038-12-262	938-12-263 938-12-263	938-12-264	938-12-265	938-12-266	938-12-267	938-12-268	930-12-209 938-12-270	938-12-271	938-12-272	938-12-273	938-12-2/4 038 40 075	930-12-273 038-12-276	938-12-277	938-12-278	938-12-279	938-12-280	938-12-281	938-12-282	938-12-283 038-12-284	938-12-204 938-12-285	938-12-286	938-12-287	938-12-288	938-12-289	938-12-290
Page 1 of 3		3 & 14764	13 A. P. No. 839-181-12	COMMON AREA	Und. 1/15 Int in Par 2 of LLA 94-193560	-	-	=	=	= :		=		-				& of Lot 3 of tract 14763	= ;	E :		-		-	Ξ	E	Ξ.		-	-	Und. 1/10 Int in Lot 4 of Tract 14763	= =		=	-	-	=	-	=	Und. 1/15 Int in Lots 1 & 2 of Trace 14764		=	=	=	=	=
	CONDOMINUM	INDEX, TRACT NO. 14552, 14763 & 14764	NO. OF LOTS:	UNIT NO.	181 182	183	184	185	186	187	188	190	191	192	193	194 105	196	2	197	198	991	201	202	203	204	205	156	151	159	160	146	147	140	150	151	152	153	154	155	-	ç	4 63	4	5	9	7
	00	INDEX, TRACT	TRACT NO. 14552, 14763 & 14764	LOCATED ON LOT	Lot 2 & Pors 1 & 5 "	z	-	-	=			-	-	=	= :		Por Lot 5			: =	=	Ξ	F	z	=	=	Lot 3 "	-	=	=	= -	Lot 4 "	-	-	=	=	r		-	L 10	-	=	E	=	= :	:
			PROJECT NO 938-12	BILLING NO.	938-12-196 938-12-197	938-12-198	938-12-199	938-12-200	938-12-201	938-12-202	930-12-203 038_12_204	938-12-205	938-12-206	938-12-207	938-12-208	938-12-209 038-12-210	938-12-211		938-12-212	930-12-213 028 17 214	930-12-214 938-12-215	938-12-216	938-12-217	938-12-218	938-12-219	938-12-220	938-12-221 028 17 777	938-12-223 938-12-223	938-12-224	938-12-225	938-12-226	938-12-22/ 038-19-228	938-12-220 938-12-229	938-12-230	938-12-231	938-12-232	938-12-233	938-12-234	938-12-235 028 42 226	200-12-2006	938-12-237	938-12-238	938-12-239	938-12-240	938-12-241	930-12-242

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# CONDOMINUM

		INDEX, TRACT	INDEX, TRACT NO. 14552, 14763 & 14764	
PROJECT NO. 90	938-12	TRACT NO. 14552, 14763 & 14764	NO. OF LOTS:	13 A. P. No. 839-181-12
BILLING NO.		LOCATED ON LOT	UNIT NO.	COMMON AREA
938-12-291		Lot 4	101	Und. 1/15 Int in Par 1 of LLA 94-301088
938-12-292		-	102	=
938-12-293		-	103	=
938-12-294		-	104	=
938-12-295		-	105	=
938-12-296		Lot 2	106	Und. 1/15 Int in Par 1 of LLA 94-31090
938-12-297		E	107	-
938-12-298		-	108	-
938-12-299		-	109	-
938-12-300		-	110	=
938-12-301		=	166	Ŧ
938-12-302		=	167	-
938-12-303		-	168	-
938-12-304		=	169	-
938-12-305		=	170	-
938-12-306		=	171	-
938-12-307		=	172	-
938-12-308		-	173	-
938-12-309		=	174	-
938-12-310		=	175	-
938-12-311		Lot 1	111	Und. 1/10 Int in Lot 1
938-12-312		-	112	=
938-12-313		-	113	E
938-12-314		=	114	=
938-12-315		-	115	=
938-12-316		=	161	=
938-12-317		-	162	=
938-12-318		-	163	-
938-12-319		-	164	=
938-12-320		=	165	£

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Σ	14832 & 14765	NO. LOTS 7 A.P. NO. 839-241-11	UNIT NO. COMMON AREA	37 Und. 1/15 Int in Lots 1 & 2 of Tract 14765		139 "	= 1	d. 1/15 Int mrszt 177	OI TTACT	53			26		=	=	61 			55 =	Und. 1/5	of Tract 14765				Und. 1/10 In	of Tract 14765	20			131 "				Und. 1/5 Int	of Tract 14765	2	- 17	/4 : 7 : :	G
CONDOMINIUM	NO.	14832 14765		<del>,</del>	<b>+</b> −1	÷	÷										-				-					1		H e	4.4	Ĥ	÷.	-	-i ;	-i -	1					
CONI	INDEX, TRACT	TRACT NO. TRACT NO.	LOCATED ON LOT	Lot 1	=	=		Lot 3	Ξ	=	=	=	= =	: =	=	=	= :		=	=	Lot 4	:		. =	: =	Lot 6	:		=	=	= :	= =	: =	=	Lot 5		= :	= =	: =	1
		PROJECT NO. 938-12	BILLING NO.	938-12-412	938-12-413	938-12-414	938-12-415	938-12-416	938-12-417	938-12-418	938-12-419	938-12-420	938-12-421	938-12-422 030 17 173	938-12-424	938-12-425	938-12-426	938-12-427	938-12-428 938-17-479	938-12-430	938-12-431		938-12-432	938-12-433	938-12-434 938-12-435	938-12-436		938-12-437 020-17-430	938-12-439	938-12-440	938-12-441	938-12-442	938-12-443	938-12-444 938-17-445	938-12-446		938-12-447	938-12-448	938-12-449 038-17-450	710-77-0CA
CONDOMINIUM	14832 & 14765	NO. LOTS 7 A.P. NO. 839-241-11	UNIT NO. COMMON AREA	6 Und. 1/15 Int in Lots 1 & 2 of Treat 14832	TTACL				21 "	=	4	5 "	=	= :		= 0	Und. 1/15 In	of Tract 14832			=		= :	= :	4 "	=		= =	۲۵ - ۲۵ - ۲۵ - ۲۵ - ۲۵ - ۲۵ - ۲۵ - ۲۵ -	1 Und. 1/15 Int in Lots 1 & 2	of Tract 14765	=	= ;		=	=		= :	= =	
		14832		τ <del>ι</del>	***			(1)	(1 C	10	101	2	2	C1 (	210	4 (*)	) ←	•	-1 -	-1	+ <del>,</del>	ŝ	m ·	ŝ	m n	ה נ	ŝ	τ, μ	р 4	4	i	4	4	ਚਾ ਵ	4 4	i di	48	4	, 2 2	13(
	INDEX, TRACT NO.	938-12 TRACT NO. 1	Log	Lot 1	E	Ŧ	=		Lot 2 "	=	=	=	=	= =	: =	=	Lot 4	=		=	=	Lot 3	= :		= =	=	=	= =	- =	Lot 2		= :	= :	: 5	=	=	=	: :		LOT 1
		PROJECT NO. 93	BILLING NO.	938-12-371	938-12-372	938-12-373	938-12-374	938-12-375	938-12-376 038-17-377	938-12-378	938-12-379	938-12-380	938-12-381	938-12-382	938-12-383 938-17-384	938-12-385	938-12-386		38-12-	5 <del>0</del>	38-12-	38-12-	38-12-	38-12-	4.5	38-12-	38-12-		938-12-400	38-12-		938-12-402	938-12-403	938-12-404 938-17-405	938-12-406	938-12-407	938-12-408	938-12-409	938-12-410	<b>738-1411</b>

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