



Monarch Title Company
4312 Woodman Avenue Suite 205
Sherman Oaks, CA 91423
Tel: (818) 510-4852 • Fax (818) 616-9354

As Agent for: Doma Title Insurance, Inc.

ORDER NO. MT209264-VC

Title Officer: *Veronica Concetti*
Email: teamconcetti@monarchtc.com
Phone: (818) 510-4852
Fax: (818) 616-9354

Real Realty

Laura Coffey
x

Your No.:

PROPERTY: 27191 Remer Court, Santa Clarita, CA 91350

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, **Monarch Title 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 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 A 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 A. 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 A 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.

Veronica Concetti
Title Officer

SCHEDULE "A"

EFFECTIVE DATE: March 21, 2023 at 7:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

American Land Title Association Loan Policy (6-17-2006)
ALTA Homeowner's Policy (12-2-2013)

A specific request should be made if another form or additional coverage is desired.

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

A condominium in fee, as defined in Section 783 of the California Civil Code.

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

Jon P. Valano and Araceli Valano, husband and wife as joint tenants

The land referred to in this Report is described as follows: Situated in County of Los Angeles, State of California, as per the attached Exhibit "A":

EXHIBIT "A"

PARCEL NO. 1

AN UNDIVIDED ONE-TWENTY-THIRD (1/23) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN THE "COMMON AREA," AS SHOWN ON THE CONDOMINIUM PLAN ("CONDOMINIUM PLAN") RECORDED ON MARCH 4, 2008, AS INSTRUMENT NO. 2008-373606, IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA. THE CONDOMINIUM PLAN COVERS PORTIONS OF LOT 1 OF TRACT NO. 061811, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A SUBDIVISION MAP RECORDED IN BOOK 1339, AT PAGES 5 THROUGH 10, INCLUSIVE, OF MAPS, BOTH IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXCEPTING THEREFROM A ¼ INTEREST AS TO A PORTION OF SAID LAND AND A ½ INTEREST AS TO THE REMAINDER IN AND TO ALL MINERALS, IN, ON AND UNDER SAID PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF DEVELOPING, PRODUCING, TRANSPORTING AND DISPOSING OF ANY MINERALS THAT MAY BE DEVELOPED IN, ON OR UNDER SAID LAND. ALSO, THE RIGHT TO ERECT AND MAINTAIN ANY IMPROVEMENTS THEREON THAT MAY BE NECESSARY IN CARRYING OUT THE ABOVE PROVISIONS, AS CONTAINED IN THE DEEDS RECORDED OCTOBER 3, 1924 IN BOOK 4206 PAGE 287 OFFICIAL RECORDS AND IN BOOK 4176 PAGE 201 OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, MINERAL AND HYDROCARBON SUBSTANCES, AS RESERVED IN THE DEED RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 1977-666449 OFFICIAL RECORDS.

RESERVING THEREFROM ALL EASEMENTS DESCRIBED IN THE DECLARATION, THE CONDOMINIUM PLAN, THE SUBDIVISION MAP REFERRED TO ABOVE, AND ALL OTHER EASEMENTS OF RECORD AS OF THE DATE HEREOF.

FURTHER RESERVING THEREFROM THE EASEMENTS AND OTHER RIGHTS RESERVED IN THE DECLARATION IN FAVOR OF GRANTOR FOR MARKETING AND DEVELOPMENT, INCLUDING WITHOUT LIMITATION THE RIGHT OF GRANTOR TO MAINTAIN MARKETING UNITS IN THE CONDOMINIUMS OWNED BY GRANTOR, AS WELL AS THE RIGHT OF ACCESS, INGRESS AND EGRESS FOR VISITORS TO THE SALES OFFICE AND MARKETING UNITS AND THE RIGHT TO MAINTAIN SIGNS OR OTHER MARKETING MATERIALS.

PARCEL NO. 2

UNIT NO. 22, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN.

EXCEPTING THEREFROM A ¼ INTEREST AS TO A PORTION OF SAID LAND AND A 1/2 INTEREST AS TO THE REMAINDER IN AND TO ALL MINERALS, IN, ON AND UNDER SAID PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF DEVELOPING, PRODUCING, TRANSPORTING AND DISPOSING OF ANY MINERALS THAT MAY BE DEVELOPED IN, ON OR UNDER SAID LAND. ALSO, THE RIGHT TO ERECT AND MAINTAIN ANY IMPROVEMENTS THEREON THAT MAY BE NECESSARY IN CARRYING OUT THE ABOVE PROVISIONS, AS CONTAINED IN THE DEEDS RECORDED OCTOBER 3, 1924 IN BOOK 4206 PAGE 287 OFFICIAL RECORDS AND IN BOOK 4176 PAGE 201 OFFICIAL RECORDS. FURTHER EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL OIL, MINERAL AND HYDROCARBON SUBSTANCES, AS RESERVED IN THE DEED RECORDED JUNE 23, 1977 AS INSTRUMENT NO. 1977-666449 OFFICIAL RECORDS.

RESERVING THEREFROM ALL EASEMENTS DESCRIBED IN THE DECLARATION, THE CONDOMINIUM PLAN, THE SUBDIVISION MAP REFERRED TO ABOVE, AND ALL OTHER EASEMENTS OF RECORD AS OF THE DATE HEREOF.

FURTHER RESERVING THEREFROM THE EASEMENTS AND OTHER RIGHTS RESERVED IN THE DECLARATION IN FAVOR OF GRANTOR FOR MARKETING AND DEVELOPMENT, INCLUDING WITHOUT LIMITATION THE RIGHT OF GRANTOR TO MAINTAIN MARKETING UNITS IN THE CONDOMINIUMS OWNED BY GRANTOR, AS WELL AS THE RIGHT OF ACCESS, INGRESS AND EGRESS FOR VISITORS TO THE SALES OFFICE AND MARKETING UNITS AND THE RIGHT TO MAINTAIN SIGNS OR OTHER MARKETING MATERIALS.

PARCEL NO. 3

NON-EXCLUSIVE, APPURTENANT EASEMENTS IN AND TO THE "ASSOCIATION PROPERTY" (AS DEFINED IN THE DECLARATION), FOR USE THEREOF IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.

APN: 2836-074-043

SCHEDULE "B"

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023 – 2024 which are a lien not yet payable.
- B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2022 - 2023:

1st Installment:	\$3,525.90, Paid
2nd Installment:	\$3,525.90, Open
Penalty:	\$362.59, (if unpaid by April 10, 2023)
Land Value:	\$143,065.00
Improvements:	\$349,116.00
Exemption:	\$0.00
Code Area:	01340
APN:	2836-074-043

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction prior to Date of Policy.

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose:	Pipelines and incidental purposes
Recorded:	September 14, 1956, In Book 52306, Page 76, of Official Records
Affects:	A portion of said land

- 3. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To:	The pacific Telephone and Telegraph Company, a Corporations, its successors and assigns
Purpose:	Public utilities and Incidental purposes
Recorded:	October 9, 1962
Instrument No:	1962-3390 , of Official Records
Affects:	A portion of said land

- 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose:	Public utilities and Incidental purposes
Recorded:	June 24, 1986
Instrument No:	1986-787649 , of Official Records
Affects:	A portion of said land

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Castaic Lake Water Agency, its successors and assigns
Purpose: Water line and incidental purposes
Recorded: November 10, 2003
Instrument No: [2003-3380100](#), of Official Records
Affects: A portion of said land

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Temporary road purposes and incidental purposes
Recorded: August 3, 2005
Instrument No: [2005-1844199](#), of Official Records
Affects: A portion of said land

7. The matters contained in that certain document:

Entitled: Maintenance Covenant for parcels Subject to Standard Urban
Stormwater Mitigation Program (SUSMP) Requirements
Recorded: September 19, 2005
Instrument No: [2005-2254683](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

8. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; liens and the subordination thereof; and restrictions on partition and severability of component interest.

Recorded: June 26, 2006
Instrument No: [2006-1392493](#), of Official Records

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

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 or orientation, familial status, disability, handicap, nation 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."

Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of first mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recorded: November 6, 2006
Instrument No: [2006-2456202](#), of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein-described land by an instrument

Recorded: February 4, 2008
Instrument No: [2008-203881](#), of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein-described land by an instrument

Recorded: February 15, 2008
Instrument No: [2008-277191](#), of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein-described land by an instrument

Recorded: March 18, 2008
Instrument No: [2008-460121](#), of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein-described land by an instrument

Recorded: March 24, 2008
Instrument No: [2008-497669](#), of Official Records

Document Entitled: Amended and Restated Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restriction for Milestone at Golden Valley (Phase 8)

Recorded: April 4, 2008
Instrument No: [2008-582601](#), of Official Records

9. The matters contained in that certain document:

Entitled: Maintenance Covenant for parcels Subject to Standard Urban Stormwater Mitigation Program (SUSMP) Requirements
Recorded: August 10, 2006
Instrument No: [2006-1781648](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

10. The matters contained in that certain document:

Entitled: Notice of Non-Adversarial Procedure Under Civil Code Section 912(f)
Recorded: October 16, 2007
Instrument No: [2007-2357258](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

11. The matters contained in that certain document:

Entitled: Acceptance of Drainage Cut / Fill Slopes (Whichever id Applicable)
Recorded: August 16, 2005
Instrument No: [2005-1968282](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

12. The matters contained in that certain document:

Entitled: School Facilities Funding and Mitigation Agreement
Recorded: March 14, 2006
Instrument No: [2006-548805](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Southern California Edison Company, a Corporations, its successors and assigns
Purpose: Public utilities
Recorded: October 4, 2007
Instrument No: [2007-2279779](#), of Official Records
Affects: A portion of said land

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Southern California Gas Company, a California Corporations, its successors and assigns
Purpose: Public utilities
Recorded: October 4, 2007
Instrument No: [2007-2285606](#), of Official Records
Affects: A portion of said land

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Public utilities
Recorded: March 31, 2008
Instrument No: [2008-548665](#), of Official Records
Affects: A portion of said land

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Reserved by: Centex Homes, a Nevada General partnership
Purpose: Public utilities
Recorded: April 29, 2009
Instrument No: [2009-626973](#), of Official Records
Affects: A portion of said land

17. The matters contained in that certain document:

Entitled: Certificate of Correction No. MPC 10-00001 for Tract No. 061811
Recorded: February 9, 2010
Instrument No: [2010-183256](#), of Official Records

Upon the terms and conditions contained therein.

Reference is made to said document for full particulars.

18. Any rights of the parties, if other than the vestees, in possession of the Parking Space assigned or as shown in the legal description herein

19. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$40,000.00
Dated: October 23, 2019
Trustor: Jon P. Valano and Araceli Valano, husband and wife, as joint tenants
Trustee: Peter Sainato, a federal Credit Union
Beneficiary: Transportation Federal Credit Union
Recorded: November 1, 2019
Instrument No. [2019-1179865](#), of Official Records.
Loan No. 9279188-L01

20. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$520,000.00
Dated: February 14, 2022
Trustor: Jon P. Valano and Araceli Valano, husband and wife, as joint tenants
Trustee: Heather Lovier
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for Rocket Mortgage, LLC, FKA Quicken Loans, LLC., a Limited Liability Company, its successors and/or assigns
Recorded: February 22, 2022
Instrument No. [2022-202116](#), of Official Records.
Loan No. None shown

END OF EXCEPTIONS



4312 Woodman Avenue Suite 205
Sherman Oaks, CA 91423
Tel: (818) 510-4852 Fax: (818) 616-9354
E-mail: teamconcetti@monarchtc.com

LENDER'S SUPPLEMENTAL REPORT

Order No.: MT209264-VC

WE WISH TO REPORT THE FOLLOWING ITEMS, RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY:

Note 1: None of the items shown herein will cause the company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy when issued.

Note 2: The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land: **a Condominium Unit, more commonly known as:**

27191 Remer Court, City of Santa Clarita, County of Los Angeles, State of California 91350.

Note 3: The following is reported for information purposes only. The only conveyance(s) affecting said land within **twenty-four (24)** months of the date of this report are as follows: **None.**

NOTES

Note No. 1: This transaction may be subject to the current FinCen Geographic Targeting Order issued by the Director of FinCen pursuant to 31 U.S.C. § 5326(a); 31 C.F.R. § 1010.3760, and Treasury Order 180-01. The policy issuing agent must be provided with certain information prior to closing pursuant to the GTO. This transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in the closing and settlement until this information is reviewed by the issuing agent and submitted to FinCen via the BSA E-Filing through the FinCen e-file platform.

Note No. 2: Notice of Recording Procedure

Pursuant to Cal. Revenue & Tax Code §480.3, all Deeds and other Documents that reflect the change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee. If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged. Preliminary Change in Ownership forms, instructions on how to complete them, and a nonexclusive list of documents that are affected by this change are available from the County Recorder's Office or the Office of the County Assessor.

Effective January 1, 2018, Cal Government Code §27388.1 imposes an additional fee of \$75.00 to be paid at the time of recording for every real estate instrument, paper, or notice required or permitted by law to record, except those expressly exempted from payment.

Note No. 3: California "Good Funds" Law

Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989) prohibits a title insurance company, controlled escrow company, or underwritten title company from disbursing funds from an escrow or sub-escrow account, (except for funds deposited by WIRE TRANSFER or ELECTRONIC PAYMENT) until the day those funds are made available to the depositor pursuant to Part 229 of Title 12 of the Code of Federal Regulations, (REG.CC). Items such as CASHIER'S, CERTIFIED OR TELLERS CHECKS may be available for disbursement on the business day following the business day of deposit, however, other forms of deposits may cause extended delays in closing the escrow or sub-escrow.

Monarch Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State law.

REQUIREMENTS

- Req. No. 1: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- (a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
 - (b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.
 - (c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the canceled check is provided, in which case there will be no hold).
- Req. No. 2: We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

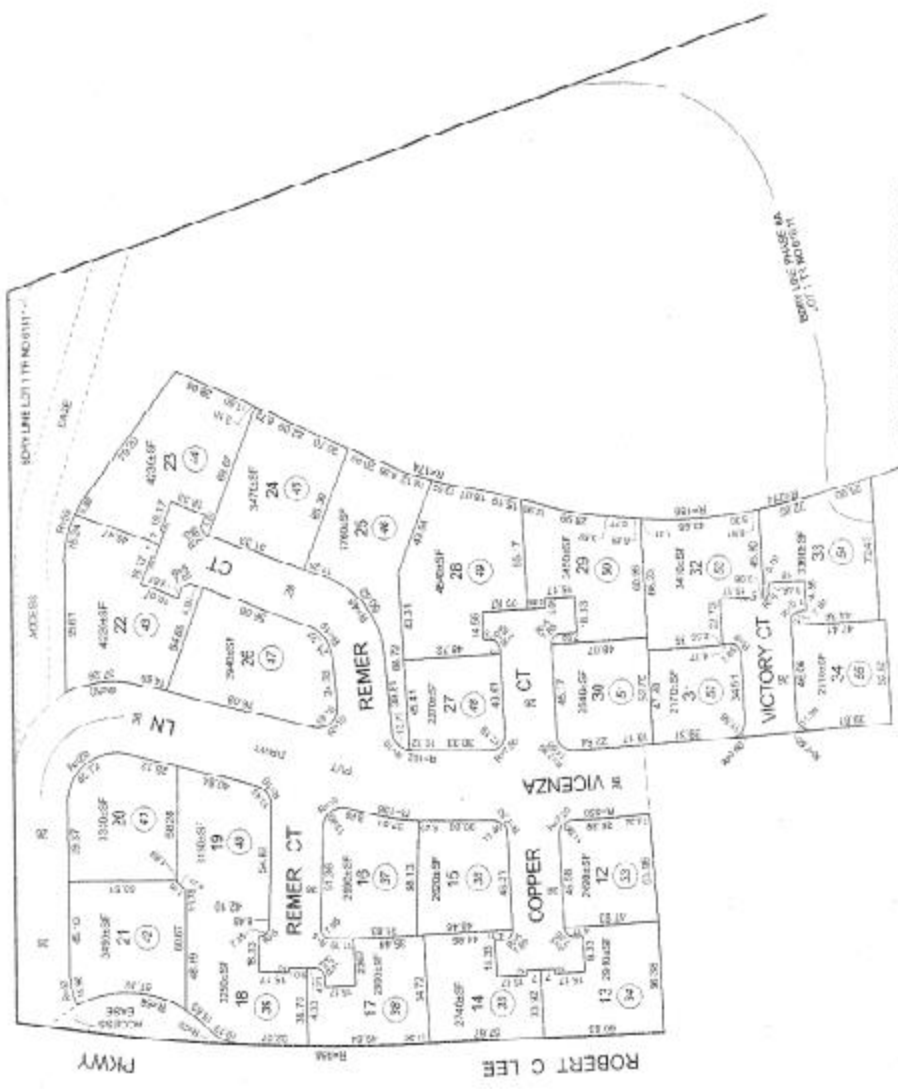
Parties: All Parties

(Note: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file).

2010



MAPS AND GIS
SERVICES



STATEMENT OF INFORMATION

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO: MT209264

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

THE STREET ADDRESS of the property in this transaction is:

IF NONE LEAVE BLANK

ADDRESS _____ CITY _____

IMPROVEMENTS: SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL
OCCUPIED BY: OWNER LESSEE TENANTS
ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION YES NO

NAME

SPOUSES NAME

FIRST _____ MIDDLE _____ LAST _____

FIRST _____ MIDDLE _____ LAST _____

BIRTHPLACE _____ BIRTH DATE _____

BIRTHPLACE _____ BIRTH DATE _____

I HAVE LIVED IN CALIFORNIA SINCE _____ SOCIAL SECURITY NUMBER _____

I HAVE LIVED IN CALIFORNIA SINCE _____ SOCIAL SECURITY NUMBER _____

DRIVERS LICENSE NO. _____

DRIVER'S LICENSE NO. _____

WIFE'S MAIDEN NAME _____

WE WERE MARRIED ON _____

AT _____

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

NUMBER AND STREET _____ CITY _____ FROM _____ TO _____

OCCUPATION(S) FOR LAST 10 YEARS

HUSBAND

PRESENT OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

PRIOR OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

PRIOR OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

WIFE

PRESENT OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

PRIOR OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

PRIOR OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NO. OF YEARS _____

FORMER MARRIAGES: IF NO FORMER MARRIAGES, WRITE "NONE" _____

NAME OF FORMER SPOUSE _____

IF DECEASED: DATE _____ WHERE _____

CURRENT LOAN ON PROPERTY

PAYMENTS ARE BEING MADE TO: 2. _____

1. _____ 3. _____

HOMEOWNERS ASSOCIATION _____ NUMBER () _____

DATE _____ SIGNATURE _____

HOME PHONE _____ BUSINESS PHONE _____

CLTA STANDARD COVERAGE POLICY – 1990

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.
2. 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 or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

6. 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 law s.
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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (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 that 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.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 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, 13, or 14); 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 doing-business 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.
 6. 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 13(b) of this policy.
 7. 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 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, [for T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

[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:

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.]

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 that 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.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
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 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, that arise by reason of:

[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:

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 in 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 that 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.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15) 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 (how ever, 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 doing-business 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.
 10. 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.

