

# Preliminary Report

Fidelity National Title - IE  
Phone: 9098900601

Title Officer: Brian Smith  
Email: BSmith@fnf.com  
Phone No.: 9098900601  
File No.: IE2402061

Property Address: 671 East Arenas Road, Palm Springs, CA 92262-6740

## Introducing



LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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# PRELIMINARY REPORT



451 E. Vanderbilt Way, Suite 350  
San Bernardino, CA 92408

Prelim Number:

**IE2402061**

Issuing Policies of **Fidelity National Title Insurance Company**

**Title Officer:** Brian Smith  
**Phone:** 9098900601  
**Fax:**  
**Email:** BSmith@fnf.com

**Order No.:** IE2402061

**Loan No.:**

Windermere Real Estate  
296 North Palm Canyon Drive  
Palm Springs, CA 92262  
Attn: John McKenna

**Ref. No.:**

Property: 671 East Arenas Road, Palm Springs, CA 92262-6740

In response to the application for a policy of title insurance referenced herein, **Fidelity National 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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 policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment 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.**

Countersigned By:

Authorized Officer or Agent  
Mike Genest

**Effective date: March 13, 2024 at 07:30 AM**

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

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

A CONDOMINIUM, AS DEFINED IN SECTIONS 783 AND 4125 OF THE CALIFORNIA CIVIL CODE, IN FEE

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

David Gordon Mau, Trustee of the David Gordon Mau Trust dated March 5, 2020

3. The Land referred to in this Report is described as follows:

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

**EXHIBIT A**  
Legal Description

For [APN/Parcel ID\(s\): 508-088-054](#)

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED ONE/TWENTY-FOURTH 1/24 INTEREST AS A TENANTS IN COMMON IN THE COMMON AREA OF LOTS 1 OF TRACT NO.: 29934, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS DEFINED IN THE CONDOMINIUM PLAN FOR THE PROJECT RECORDED APRIL 10, 2002 AS [INSTRUMENT NO. 2002-184817, OF OFFICIAL RECORDS](#) OF SAID COUNTY, CALIFORNIA 'CONDOMINIUM PLAN".

EXCEPTING THEREFROM, NONEXCLUSIVE EASEMENTS FOR ENJOYMENT, INGRESS, ENCROACHMENT, PEDESTRIAN, WALKWAY, GENERAL RECREATION

PURPOSES, MAINTENANCE, REPAIR, DRAINAGE, SUPPORT AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION REFERRED TO BELOW.

PARCEL 2:

UNIT NO. 13, CONSISTING OF CERTAIN AIR SPACE AND ELEMENTS AS DESCRIBED IN THE CONDOMINIUM PLAN MENTIONED ABOVE.

PARCEL 3:

AN EXCLUSIVE USE COMMON AREA, APPURTENANT TO PARCELS ONE AND TWO ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AND OVER AND ACROSS THAT PORTION OF LOT 1 OF [TRACT NO. 29934](#) DESIGNATED AS "B" ON THE ABOVE-REFERENCED CONDOMINIUM PLAN, ADJACENT TO PARCEL 2. ABOVE, AND ACCESSIBLE FROM PARCEL 2 ABOVE ONLY.

PARCEL 4:

AN EXCLUSIVE USE COMMON AREA, APPURTENANT TO PARCELS ONE AND TWO ABOVE, FOR ALL USES AND PURPOSES OF A PATIO AREA OVER AND ACROSS THAT PORTION OF LOT 1 OF [TRACT NO. 29934](#) DESIGNATED AS "P" ON THE ABOVE-REFERENCED CONDOMINIUM PLAN, AND ADJACENT TO PARCEL 2 ABOVE, AND ACCESSIBLE FROM PARCEL 2 ABOVE ONLY.

PARCEL 5:

EXCLUSIVE USE COMMON AREAS, APPURTENANT TO PARCELS ONE AND TWO ABOVE, FOR ALL USES AND PURPOSES OF A CARPORT OVER AND ACROSS THOSE PORTIONS OF LOT 1 OF [TRACT NO. 29934](#) DESIGNATED AS "C- 13" ON THE ABOVE-REFERENCED CONDOMINIUM PLAN.

**EXCEPTIONS**

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:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Tax Identification No.: [508-088-054](#)  
 Fiscal Year: 2023-2024  
 1st Installment: \$3,705.53, paid  
 2nd Installment: \$3,705.53, Open (Due after April 10)  
 Penalty and Cost: \$408.61  
 Homeowners Exemption: None Shown  
 Code Area: 011-052

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. 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 occurring prior to Date of Policy.

Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law

Entitled: Declaration of Covenants, Conditions and Restrictions  
 Recording Date: April 10, 2002  
Recording No.: [184818, of Official Records](#)

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

7. Non-exclusive easements over and through the common area for ingress, egress, public utility, enjoyment, support and repair of the common area and each unit, as provided in the above mentioned declaration and as disclosed by various deeds of record.

Affects: Common Area

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 19, 2004  
[Recording No.:](#) [655801, of Official Records](#)

8. Any rights of the parties, if other than the vestees, in possession of the Parking Space shown in the legal description herein.

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$444,000.00  
Dated: October 19, 2021  
Trustor/Grantor: David Gordon Mau, Trustee of the David Gordon Mau Trust Dated March 5, 2020  
Trustee: Orange Coast Title Company of Southern California.  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for  
Loandepot.Com, LLC  
Loan No.: 400711006  
Recording Date: October 29, 2021  
[Recording No.:](#) [2021-0641775, of Official Records](#)

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

11. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

#### END OF EXCEPTIONS

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

**REQUIREMENTS**

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s):                All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

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 affect 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.

2. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust:        The David Gordon Mau Trust dated March 5, 2020

3. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

**END OF REQUIREMENTS**

## INFORMATIONAL NOTES

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
3. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116.2 indicating that the Land includes a condominium designated as unit 13 and known as 671 East Arenas Road, City of Palm Springs, California to an Extended Coverage Loan Policy.
4. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
7. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.
8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
9. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.



10. NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full.

In the event that the reconveyance fee and the assignment, release or transfer are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

#### END OF INFORMATIONAL NOTES

## **FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

### **This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

### **This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;

- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To provide reviews and testimonials about our services, with your consent;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

**Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

**Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

**Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

**Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

**Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

**Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

**Right to request deletion:**

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

**Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Privacy Requests:**

**To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request](#), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.**

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent's written permission to make the request and verify his or her identity with FNF.

**FNF website services for mortgage loans:**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on December 1, 2023.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy](#), call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC - Chicago Title Company  
CLTC - Commonwealth Land Title Company  
FNTC - Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR - Ticor Title Company of California  
LTC - Lawyer's Title Company  
SLTC - ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC - Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC - Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# AFFIDAVIT

**Title No.:** IE2402061

This Affidavit, when fully completed, is to be signed **and notarized**, then returned to Fidelity National Title Company to enable Fidelity National Title Company to insure the presently pending transaction.

The undersigned owner hereby states that there are no unrecorded leases or agreements affecting the property described in the Preliminary Report for Title Order Number IE2402061 and that there is no one in possession or entitled to possession of said property other than the vestee shown in said Preliminary Report, **except**:

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The undersigned owner states that to his/her knowledge, there are no liens or rights to liens upon said property for labor, services and materials for work contracted for, and completed by, an owner, lessee, sub-lessee or tenant within the last year or which is now in progress, **except**:

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This statement is made in connection with the request to Fidelity National Title Company to issue its policy(ies) of title insurance with respect to Title Order Number IE2402061.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

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.

**AFFIDAVIT**  
(continued)

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 \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature



RECORDING REQUESTED BY  
Fidelity National Title Company  
WHEN RECORDED MAIL TO:

ORDER NO.: IE2402061

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATION OF TRUST**  
**California Probate Code Section 18100.5**

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as \_\_\_\_\_,  
executed on \_\_\_\_\_, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): \_\_\_\_\_  
\_\_\_\_\_
3. The name(s) of the currently acting trustee(s) is (are): \_\_\_\_\_  
\_\_\_\_\_
4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):  
\_\_\_\_\_ Power to acquire additional property.  
\_\_\_\_\_ Power to sell and execute deeds.  
\_\_\_\_\_ Power to encumber, and execute deeds of trust.  
\_\_\_\_\_ Other: \_\_\_\_\_
5. The Trust is (check one):  Revocable  Irrevocable  
The name of the person who may revoke the Trust is: \_\_\_\_\_
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): \_\_\_\_\_,  
whose name(s) is (are): \_\_\_\_\_
7. Title to Trust assets is to be taken as follows: \_\_\_\_\_
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. I (We) am (are) all of the currently acting trustees.
10. I (We) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Print Trust Name

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
(Acknowledgement must be attached)

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 \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
(here insert name and title of the officer)

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

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 \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
(here insert name and title of the officer)

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

**Escrow No.:** IE2402061

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

**NAME AND PERSONAL INFORMATION**

\_\_\_\_\_ Date of Birth \_\_\_\_\_  
 First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_ Maiden Name \_\_\_\_\_  
 (If none, indicate)

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Birthplace \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 List any other name you have used or been known by \_\_\_\_\_  
 State of residence \_\_\_\_\_ I have lived continuously in the U.S.A. since \_\_\_\_\_

Are you currently married?  Yes  No Are you currently a registered domestic partner?  Yes  No

If yes, complete the following information:

Date and place of marriage \_\_\_\_\_  
 Spouse/Domestic Partner \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_ Maiden Name \_\_\_\_\_  
 (If none, indicate)

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Birthplace \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Social Security No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 List any other name you have used or been known by \_\_\_\_\_  
 State of residence \_\_\_\_\_ I have lived continuously in the U.S.A. since \_\_\_\_\_

**CHILDREN**

Child Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Child Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Child Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Child Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 (if more space is required, use reverse side of form)

**RESIDENCES (LAST 10 YEARS)**

Number & Street \_\_\_\_\_ City \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 Number & Street \_\_\_\_\_ City \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 (if more space is required, use reverse side of form)

**OCCUPATIONS/BUSINESSES (LAST 10 YEARS)**

Firm or Business Name \_\_\_\_\_ Address \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 Firm or Business Name \_\_\_\_\_ Address \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 (if more space is required, use reverse side of form)

**SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)**

Firm or Business Name \_\_\_\_\_ Address \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 Firm or Business Name \_\_\_\_\_ Address \_\_\_\_\_ From (date) to (date) \_\_\_\_\_  
 (if more space is required, use reverse side of form)

**STATEMENT OF INFORMATION  
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**  
(continued)

**PRIOR MARRIAGE(S) and PRIOR DOMESTIC PARTNERSHIP(S)**

Any prior marriages or domestic partnerships for either person? \_\_\_\_\_ If yes, complete the following:

Prior spouse's (Party A) name: \_\_\_\_\_ Prior Spouse of Party A: \_\_\_\_\_

Marriage ended by:  Death  Divorce/Dissolution  Nullification Date of Death/Divorce: \_\_\_\_\_

Prior spouse's (Party B) name: \_\_\_\_\_ Prior Spouse of Party B: \_\_\_\_\_ Spouse

Marriage ended by:  Death  Divorce/Dissolution  Nullification Date of Death/Divorce: \_\_\_\_\_

(if more space is required, use reverse side of form)

\*\*\*\*\*

**INFORMATION ABOUT THE PROPERTY**

Buyer intends to reside on the property in this transaction:  Yes  No

**Owner to complete the following items**

Street Address of Property in this transaction: \_\_\_\_\_

The land is  unimproved; or improved with a structure of the following type:  A Single or 1-4 Family  Condo Unit  Other \_\_\_\_\_

Improvements, remodeling or repairs to this property have been made within the past six (6) months:  Yes  No

If yes, have all costs for labor and materials arising in connection therewith been paid in full?  Yes  No

Any current loans on property? \_\_\_\_\_ If yes, complete the following:

Lender \_\_\_\_\_ Loan Amount \_\_\_\_\_ Loan [Account No.](#) \_\_\_\_\_

[Lender](#) \_\_\_\_\_ Loan Amount \_\_\_\_\_ Loan Account No. \_\_\_\_\_

\*\*\*\*\*

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

(Note: If applicable, both spouses/domestic partners must sign.)

**THANK YOU.**

# ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

### 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 or 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 unless such lien is shown by the public records at Date of Policy.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

# ATTACHMENT ONE (CONTINUED)

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22) EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)  
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**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



**ATTACHMENT ONE  
(CONTINUED)**

**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 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:

	<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

# ATTACHMENT ONE (CONTINUED)

## ALTA OWNER'S POLICY (07-01-2021)

### EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## **ATTACHMENT ONE (CONTINUED)**

### **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.

#### **EXCEPTIONS FROM COVERAGE**

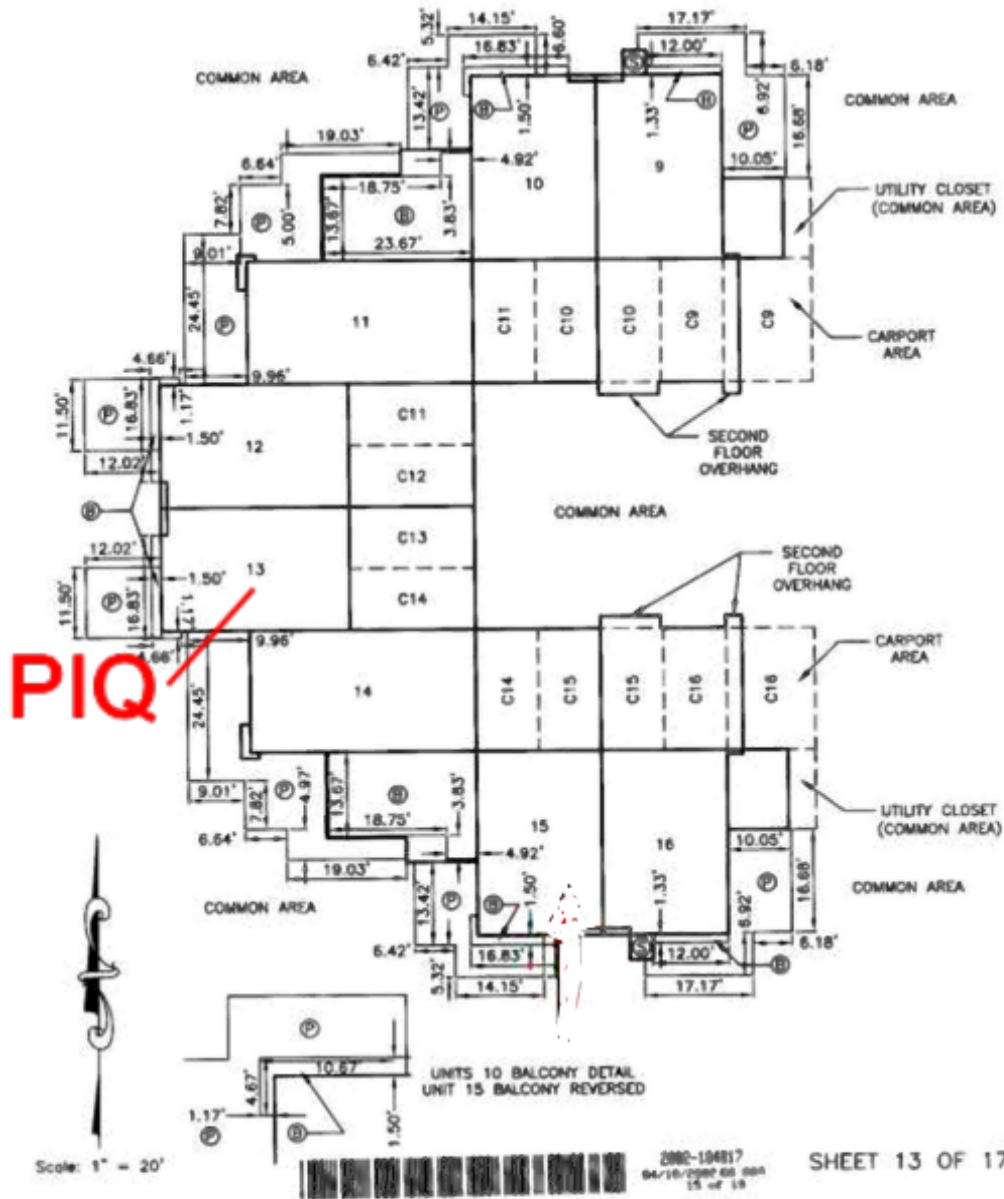
This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

*NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

# PATIO AND COMMON AREA PLAN UNITS 9-16

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This [map/plat](#) is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distance, location of easements, acreage or other matters shown thereon.

Recording Requested By  
First American Title Company

C-122  
1

RECORDING REQUESTED BY:

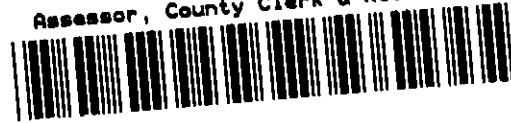
FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

Palm Springs Modern Homes I, LLC  
74-140 El Paseo, Suite 4  
PMB 520  
Palm Springs, CA 92260  
Attn: Dennis Cunningham

DOC # 2002-184817  
04/10/2002 08:00A Fee:51.00

Page 1 of 19  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder



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A	R	L			Copy	Long	Refund	NCHG	EXAM

AMENDED CONDOMINIUM PLAN CERTIFICATE

T  
SF

022-2391

# THIS AREA FOR RECORDER'S USE ONLY

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

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When Recorded Mail to:

Palm Springs Modern Homes I, LLC  
74-140 El Paseo, Suite 4  
PMB 520  
Palm Desert, CA 92260  
Attn: Dennis Cunningham

Sheet 1 of 17 Sheets

**AMENDED  
CONDOMINIUM PLAN CERTIFICATE**  
LOT 1 OF TRACT MAP NO. 29934, ON FILE  
IN BOOK 311, PAGES 93 AND 94 OF MAPS,  
RECORDS OF RIVERSIDE COUNTY RECORDER

**OWNER'S STATEMENT**

WE THE UNDERSIGNED BEING THE RECORD OWNERS OF THE LAND INCLUDED WITHIN THE PROJECT, AND THE RECORD HOLDERS OF SECURITY INTERESTS THEREIN, HEREBY CONSENT TO THE RECORDATION OF THIS PLAN OF CONDOMINIUM PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE.

**RECORD OWNER**

PALM SPRINGS MODERN HOMES I, LLC  
A California limited liability company

By: Vantage Pointe Homes, L.P., a California limited partnership  
Its: Managing Member

By: Vantage Development, a California corporation  
Its: General Partner

By:   
Dennis A. Cunningham, President

**BENEFICIARY:**

CANYON NATIONAL BANK, N.A.

BY:   
Sue Batts, Vice President



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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On 4-4-02, before me, Kathy J. Cooper  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Sue Batts  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

Kathy J. Cooper  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

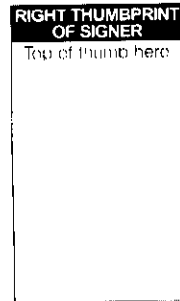
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**AMENDED**  
**CONDOMINIUM PLAN**

**ENGINEER'S STATEMENT**

I HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 17 (SEVENTEEN) SHEETS CORRECTLY REPRESENTS THAT DELINEATION OF UNITS CONTAINED IN THE BUILDINGS OF THIS AMENDED CONDOMINIUM PLAN OF LOT 1 OF TRACT MAP NO. 29934, ON FILE IN BOOK 311, PAGES 93 AND 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY RECORDER, STATE OF CALIFORNIA.

DATED 4/1/02   
ROBERT S. SMITH RCE 26401  
EXP 3/31/04

**LEGAL DESCRIPTION**

SAID PROPERTY IS SITUATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS:

LOT 1 AS SHOWN ON TRACT MAP NO. 29934 ON FILE IN BOOK 311, PAGES 93 AND 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY RECORDER, STATE OF CALIFORNIA.



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AMENDED  
CONDOMINIUM PLAN

NOTARY'S ACKNOWLEDGEMENT

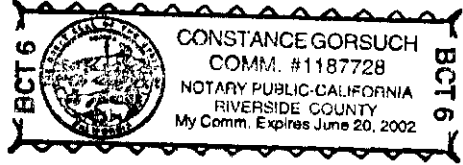
STATE OF California COUNTY OF Riverside  
ON 4/15/02 BEFORE ME CONSTANCE GORSUCH  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
DENNIS A CUNNINGHAM

PERSONALLY KNOWN TO ME (OR 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.

MY COMMISSION EXPIRES 6/20/02  
WITNESS MY HAND AND OFFICIAL SEAL.

MY PRINCIPAL PLACE OF BUSINESS IS PAIM DESERT COUNTY.

NOTARY PUBLIC IN AND FOR SAID STATE  
CONSTANCE GORSUCH  
(Print Name)



NOTARY'S ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME (OR 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.

MY COMMISSION EXPIRES \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL.

MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY.

NOTARY PUBLIC IN AND FOR SAID STATE  
\_\_\_\_\_  
(Print Name)



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### AMENDED CONDOMINIUM PLANS

#### DEFINITIONS

1. "CONDOMINIUM" SHALL REFER TO AN INTEREST IN THE "PROPERTY," AS DEFINED HEREIN, CONSISTING OF AN UNDIVIDED INTEREST IN THE "COMMON AREA," AS DEFINED HEREIN, A "UNIT," AS DEFINED HEREIN, AND ANY "EXCLUSIVE USE COMMON AREA," AS DEFINED HEREIN, THAT IS APPURTENANT TO SUCH UNIT.
2. "PROPERTY" SHALL REFER TO ALL OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THE LEGAL DESCRIPTION ON SHEET 2.
3. "CONDOMINIUM PROJECT" SHALL REFER TO THE PROPERTY AND ALL QUALIFIED STRUCTURAL IMPROVEMENTS THEREON, AND SHALL ALSO INCLUDE ANY REAL PROPERTY WHICH MAY BE ANNEXED THERETO PURSUANT TO THE TERMS OF THE DECLARATION ENTITLED "ANNEXATION".
4. "QUALIFIED STRUCTURAL IMPROVEMENTS" SHALL REFER TO STRUCTURAL IMPROVEMENTS FOR HUMAN OCCUPANCY OR STRUCTURAL IMPROVEMENTS FOR RECREATIONAL OR OTHER USE BY ALL OWNERS AND WHICH IS MAINTAINED BY THE ASSOCIATION.
5. "COMMON AREA" SHALL REFER TO ALL PORTIONS OF THE PROJECT EXCEPTING THE UNITS.
6. "EXCLUSIVE USE COMMON AREA" SHALL REFER TO THOSE PORTIONS OF THE COMMON AREA WHICH ARE DESIGNATED HEREIN FOR THE EXCLUSIVE USE OF ONE (1) OR MORE BUT FEWER THAN ALL OF THE OWNERS OF THE UNITS. THE EXCLUSIVE USE COMMON AREA, THE OWNERS OF WHICH SHALL BE ENTITLED TO THE EXCLUSIVE USE THEREOF, ARE IDENTIFIED AS FOLLOWS:
7. "UNIT" SHALL REFER TO A SEPARATE FEE OWNERSHIP INTEREST IN SPACE CONSISTING OF THAT PORTION OF ANY QUALIFIED STRUCTURAL IMPROVEMENT DESIGNATED FOR USE AS A RESIDENCE AND SHALL BE IDENTIFIED HEREIN BY A UNIT NUMBER AND SHALL CONSIST OF THE INTERIOR AIR SPACE ENCOMPASSED THEREBY, INCLUDING THE OUTLETS OF ALL UTILITY INSTALLATIONS THEREIN, AND AS FURTHER DESCRIBED IN THE "GENERAL NOTES" HEREIN
  - (A) "BALCONY AREA" SHALL REFER TO THOSE AREAS DESIGNATED FOR USE AS A BALCONY ON THE SECOND FLOOR. THE EXCLUSIVE USE OF WHICH AREA SHALL BE RESERVED TO THE OWNER OF A PARTICULAR UNIT AND SHALL BE IDENTIFIED HEREIN BY THE LETTER DESIGNATION "B" ADJACENT TO THE PARTICULAR AIR SPACE DESIGNATED FOR SUCH UNIT.
  - (B) "PATIO AREA" SHALL REFER TO THOSE AREAS DESIGNATED FOR USE AS A PATIO ON THE GROUND FLOOR. THE EXCLUSIVE USE OF WHICH AREA SHALL BE RESERVED TO THE OWNER OF A PARTICULAR UNIT AND SHALL BE IDENTIFIED HEREIN BY THE LETTER DESIGNATION "P" ADJACENT TO THE PARTICULAR AIR SPACE DESIGNATED FOR SUCH UNIT



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**AMENDED  
CONDOMINIUM PLANS**

**DEFINITIONS CONTINUED**

- (C) **"STORAGE ROOM"** SHALL REFER TO THOSE AREAS DESIGNATED AS AN AREA FOR STORAGE PURPOSES ADJACENT TO CERTAIN UNITS, THE EXCLUSIVE USE OF WHICH AREA SHALL BE RESERVED TO THE OWNER OF THE PARTICULAR ADJACENT UNIT AND SHALL BE IDENTIFIED HEREIN BY THE DESIGNATION OF THE LETTER "S".
  
- (D) **"CARPORT"** SHALL REFER TO THOSE AREAS DESIGNATED FOR PARKING PURPOSES ADJACENT OR NEAR TO EACH UNIT, THE EXCLUSIVE USE OF WHICH AREA SHALL BE RESERVED TO THE OWNER OF A PARTICULAR UNIT AND SHALL BE IDENTIFIED BY THE DESIGNATION OF THE LETTER "C".



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# AMENDED CONDOMINIUM PLANS

## GENERAL NOTES

THIS CONDOMINIUM PROJECT CONSISTS OF 24 CONDOMINIUMS AS DEFINED HEREIN. THE "COMMON AREA" OF THIS CONDOMINIUM PLAN IS ALL OF THE LAND AND REAL PROPERTY INCLUDED IN THE BOUNDARY LINES OF LOT 1 OF TRACT MAP NO. 29934 ON FILE IN BOOK 311, PAGES 93 AND 94, RIVERSIDE COUNTY RECORDS EXCLUDING THE UNITS AS DEFINED HEREIN, EACH CONDOMINIUM DEPICTED ON THIS MAP INCLUDES A UNIT AS DEFINED HEREIN. APPURTENANT TO EACH FIRST FLOOR PORTION OF A UNIT IS AN EXCLUSIVE COMMON AREA CONSISTING OF AN ADJACENT PATIO AREA DESIGNATED BY THE LETTER "P" AND AN ADJACENT CARPORT AREA DESIGNATED BY THE LETTER "C". APPURTENANT TO EACH SECOND FLOOR PORTION OF THE UNIT IS AN EXCLUSIVE COMMON AREA CONSISTING OF AN ADJACENT BALCONY AREA DESIGNATED BY THE LETTER "B". ALSO APPURTENANT TO SOME UNITS CONDOMINIUMS ARE EXCLUSIVE USE EASEMENTS FOR STORAGE PURPOSES, AS FURTHER DESCRIBED IN DEFINITION 6(C).

EACH CONDOMINIUM HAS AND IS SUBJECT TO AN EASEMENT AGAINST THE ADJOINING CONDOMINIUM AND/OR CONDOMINIUMS FOR THE CONSTRUCTION AND LOCATION OF A COMMON PARTY WALL SEPARATING EACH UNIT FROM AN ADJOINING UNIT. THE FOLLOWING ARE NOT A PART OF A UNIT: BEARING WALLS, COLUMNS, BEAMS, FLOORS, ROOFS, SLABS, FOUNDATIONS, CHIMNEYS, BALCONY RAILINGS, EXTERIOR DOORS, LANDINGS, ENTRY COURTS, RESERVOIRS, TANKS, PUMPS, PRIVATE ON-SITE SEWER LATERALS AND LINES, DRAINS, COMMON MAILBOX STRUCTURES, IRRIGATION EQUIPMENT AND OTHER CENTRAL SERVICES, PIPES, DUCTS, FLUES, CHUTES, CONDUITS, WIRES, EXTERIOR LIGHTING AND OTHER UTILITY INSTALLATIONS (AND/OR THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNITS). ALSO OPEN AND COVERED PARKING SPACES, PAVEMENT, SIDEWALKS, DRIVEWAYS, FENCES, PERIMETER WALLS, RETAINING WALLS, POLES, SIGNS, MONUMENT SIGNS AND ALL LANDSCAPING LOCATED ON THE COMMON AREA.

EACH UNIT INCLUDES AN AIRSPACE BOUNDED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE PERIMETER WALL, FLOORS, CEILINGS, WINDOWS AND DOORS OF SAID UNIT, AND IS IDENTIFIED HEREIN BY ITS RESPECTIVE UNIT NUMBER. THE LOWER BOUNDARY OF EACH AIRSPACE IS A HORIZONTAL PLANE, THE ELEVATION OF WHICH IS AS SHOWN ON THE ATTACHED ELEVATION SHEET, THE MAXIMUM UPPER BOUNDARY IS AS SHOWN ON THE ELEVATION SHEET. THE LATERAL BOUNDARIES OF EACH AIRSPACE ARE VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS AS SHOWN HEREIN FOR EACH AIRSPACE. EACH UNIT ALSO INCLUDES IN ADDITION TO THE PORTION OF THE BUILDING SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED, ALL WINDOWS AND DOORS IN SAID CONDOMINIUM UNIT (INCLUDING ALL LOCKS, HANDLES, SCREENS AND WEATHERSTRIPPING), ALL BUILT-IN APPLIANCES AND FIXTURES AND THE FIREBOX PORTION OF THE FIREPLACE. UNLESS OTHERWISE INDICATED, ALL BOUNDARY LINES BOTH HORIZONTAL AND VERTICAL, INTERSECT AT RIGHT ANGLES.



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**AMENDED  
CONDOMINIUM PLANS**

**GENERAL NOTES CONTINUED**

- 7) THE DIMENSIONS AND ELEVATIONS OF THE AIR SPACES ARE SHOWN ON THE ATTACHED FLOOR PLANS AND REFERENCE PLANS. THE PHYSICAL BOUNDARIES OF A UNIT AS CONSTRUCTED, OR ANY UNIT RECONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH ORIGINAL CONDOMINIUM PLAN THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES, RATHER THAN THE METES AND BOUNDS (OR OTHER DESCRIPTION) EXPRESSED IN THE DECLARATION, OR PLAN, REGARDLESS OF ANY MINOR VARIANCE BETWEEN THE BOUNDARIES SHOWN HEREIN OR IN ANY DEED OR PLAN, AND THE ACTUAL BOUNDARIES OF THE CONDOMINIUM IN WHICH THE UNIT IS LOCATED.
  
- 8) AS STATED ABOVE, CERTAIN CONDOMINIUMS INCLUDE APPURTENANCES TO THE UNITS. EXCLUSIVE USE EASEMENTS FOR PATIOS ARE DESIGNATED "P". EXCLUSIVE USE EASEMENTS FOR BALCONIES ARE DESIGNATED "B". EXCLUSIVE USE EASEMENTS FOR CARPORTS ARE DESIGNATED "C". EXCLUSIVE USE EASEMENTS FOR STORAGE PURPOSES ARE DESIGNATED "S". THE BOUNDARIES ARE DESCRIBED AS FOLLOWS: THE LOWER VERTICAL BOUNDARY IS THE SURFACE OF THE CONCRETE FLOOR FOR THE PATIO, BALCONY, CARPORT OR STORAGE ROOM. THE UPPER VERTICAL BOUNDARY IS A PLANE WHICH IS 8.00 FEET ABOVE THE LOWER VERTICAL BOUNDARY. THE LATERAL BOUNDARIES ARE THE VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS HEREON. UNLESS OTHERWISE INDICATED, ALL BOUNDARY LINES BOTH HORIZONTAL AND VERTICAL, INTERSECT AT RIGHT ANGLES.
  
- 9) EACH CONDOMINIUM ALSO INCLUDES THE RIGHT AND EASEMENT TO USE IN COMMON WITH OTHERS THE COMMON AREA. THE COMMON AREA SHALL INCLUDE, WITHOUT LIMITATION, THE PROPERTY, THE QUALIFIED STRUCTURAL IMPROVEMENTS (EXCEPTING THEREFROM THE UNITS THEMSELVES), TOGETHER WITH ALL BEARING WALLS, COLUMNS, BEAMS, FLOORS, ROOFS, SLABS, FOUNDATIONS, CHIMNEYS, EXTERIOR DOORS, LANDINGS, ENTRY COURTS, RESERVOIRS, TANKS, PUMPS, PRIVATE ON-SITE SEWER LATERALS AND LINES, DRAINS, COMMON MAILBOX STRUCTURES, IRRIGATION EQUIPMENT AND OTHER CENTRAL SERVICES, PIPES, DUCTS, FLUES, CHUTES, CONDUITS, WIRES, EXTERIOR LIGHTING AND OTHER UTILITY INSTALLATIONS WHEREVER LOCATED (EXCEPT ALL UTILITY INSTALLATIONS AND/OR OUTLETS THEREOF WHEN LOCATED WITHIN THE UNITS), OPEN PARKING SPACES, COVERED CARPORTS, PAVEMENT, SIDEWALKS, DRIVEWAYS, FENCES, PROJECT PERIMETER WALLS, RETAINING WALLS, POLES, SIGNS, MONUMENT SIGN AND ALL LANDSCAPING LOCATED ON THE COMMON AREA.
  
- 10) EACH CONDOMINIUM ALSO INCLUDES AN UNDIVIDED 1/24<sup>TH</sup> (ONE-TWENTY-FOURTH) FRACTIONAL FEE INTEREST IN THE COMMON AREA OF THE PROPERTY.



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**AMENDED  
CONDOMINIUM PLANS**

**GENERAL NOTES CONTINUED**

- 11) THIS CONDOMINIUM PLAN AND THE DIMENSIONS SHOWN HEREIN ARE INTENDED TO CONFORM TO CALIFORNIA CIVIL CODE SECTION 1351 (E). WHICH REQUIRES, WITH RESPECT TO THE LAND AND REAL PROPERTY DESCRIBED IN THE ABOVE REFERENCED TRACT, THE INCLUSION HEREIN OF FLOOR PLANS OF THE BUILDINGS TO BE BUILT THEREON IN SUFFICIENT DETAIL TO IDENTIFY EACH RESIDENTIAL AIR SPACE, ITS RELATIVE LOCATION AND APPROXIMATE DIMENSIONS. DIMENSIONS SHOWN HEREIN ARE NOT INTENDED TO BE SUFFICIENTLY ACCURATE ENOUGH TO USE FOR COMPUTATION OF FLOOR AREA OR AIRSPACE VOLUME ENCOMPASSED IN ANY OR ALL OF THE UNITS. THE FLOOR PLANS CONTAINED HEREIN INTENTIONALLY OMIT INFORMATION WITH RESPECT TO SUCH DETAILS AS PROTRUSIONS OF VENTS, DUCTS, BEAM COLUMNS, WINDOW CASINGS AND OTHER SUCH FEATURES INTO THE AIR SPACE ENCOMPASSED BY THE UNITS AS SHOWN.
- 12) ALL BUILDING POSITIONING DIMENSIONS SHOWN HEREIN ARE MEASURED AT RIGHT ANGLES TO THE EXTERIOR SURFACES OF THE BUILDING AND/OR THE PROJECT BOUNDARY, UNLESS OTHERWISE NOTED.
- 13) ALL DIAGRAMS HENCE ESTABLISHING EACH SUCH AIR SPACE LIMITS SHALL HAVE THE FOLLOWING BOUNDARIES:
  - A) THE UPPER AND LOWER BOUNDARIES ARE THE INTERIOR FINISHED SURFACES OF THE FLOORS AND CEILINGS, WHERE THEY EXIST. OTHERWISE, THEY SHALL BE HORIZONTAL PLANES EXTENDING THROUGHOUT THE VERTICAL LIMITS SHOWN.
  - B) THE LATERAL BOUNDARIES ARE THE INTERIOR FINISHED SURFACES OF THE PERIMETER WALLS, WINDOWS AND DOORS, WHERE THEY EXIST. OTHERWISE, THEY SHALL BE VERTICAL PLANES EXTENDING THROUGHOUT THE HORIZONTAL LIMITS SHOWN.
- 14) ALL BUILDING DIMENSIONS ARE SHOWN FROM CONSTRUCTION PLANS, THESE MAY VARY FROM THE FINISHED LIVING AREA. REFER TO PARAGRAPHS 5, 6 AND 7 FOR ESTABLISHING ACTUAL PHYSICAL BOUNDARIES.
- 15) BENCHMARK: CITY OF PALM SPRINGS BENCHMARK NO. "14-7", A 2" BRASS DISC SET ON TOP OF CURB 200 FEET NORTH OF BARISTO WASH ON WEST SIDE OF CALLE EL SEGUNDO. ELEVATION = 432.594
- 16) THE BASIS OF BEARINGS IS THE CENTERLINE OF CALLE EL SEGUNDO AS SHOWN ON RS 79/36, TAKEN AS NORTH 00° 04' 07" EAST.

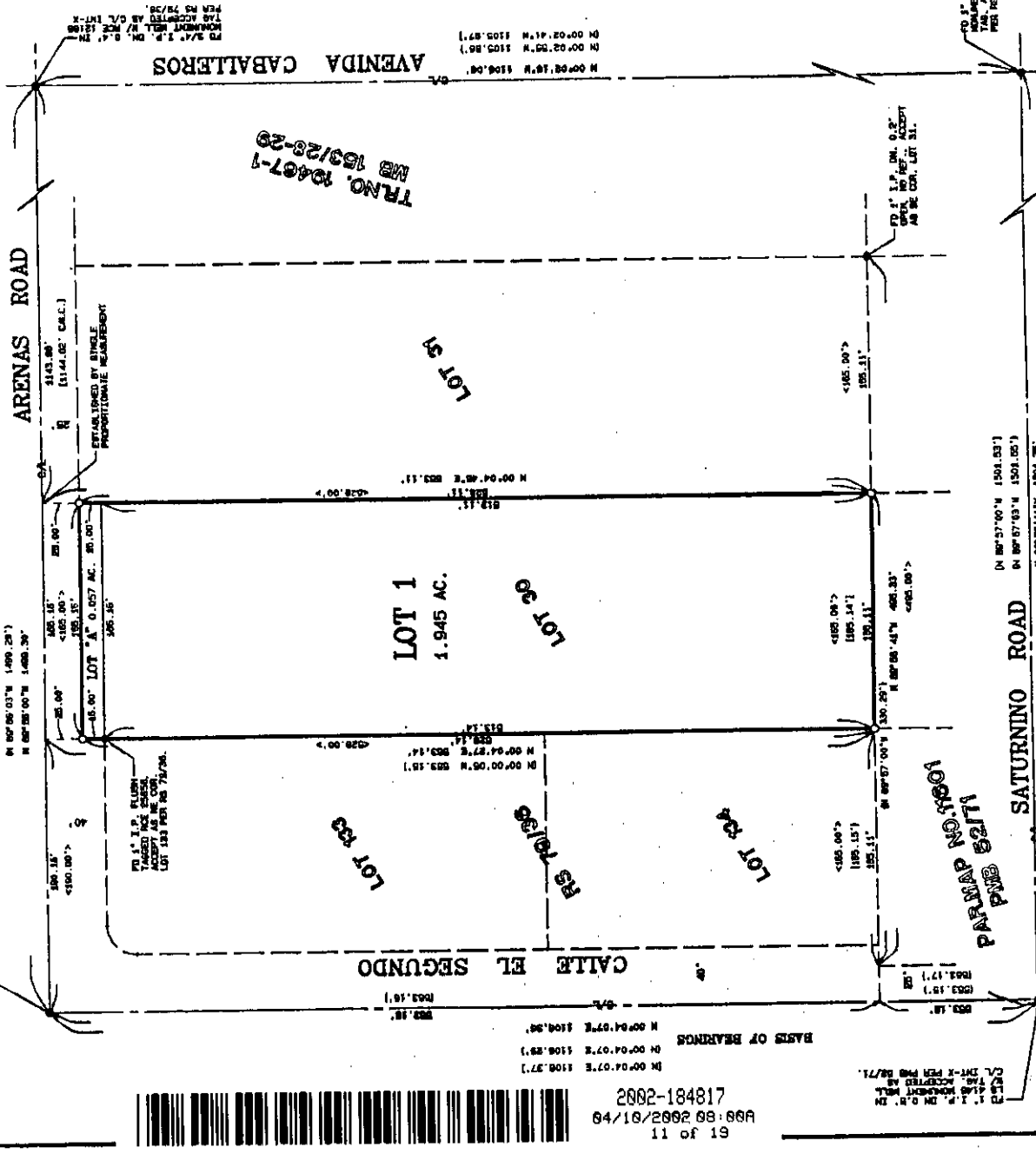


2002-184817  
04/18/2002 08:00A  
10 of 19

# TRACT MAP NO. 29934

BRING A SUBDIVISION OF LOT 30 IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, T 4 S, R 4 E, S.E.1/4 FOR CONDOMINIUM PURPOSES

MAINIERO, SMITH AND ASSOCIATES, INC. AUGUST 2001



### ENGINEER'S NOTES

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF CALLE EL SEGUNDO, AS SHOWN ON RS 78/36, TAKEN AS N 00° 04' 07.1\"

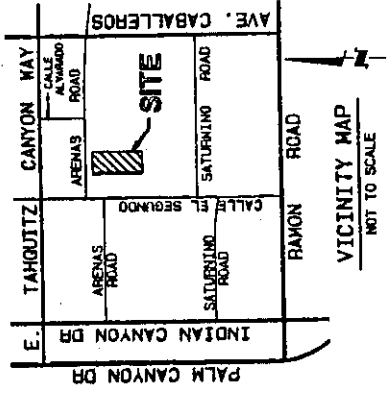
- INDICATES FOUND MONUMENT AS NOTED
  - INDICATES SET 1" I.P. DOWN 6", TAGGED RCE 26401
  - ) INDICATES RECORD DATA PER RS 78/36, UNLESS NOTED OTHERWISE
  - 1) INDICATES RECORD DATA PER MB 153/28-29
  - > INDICATES RECORD DATA PER 80V.T. SUPPLEMENTAL PLAT OF SEC. 14, T 4 S, R 4 E, S.E.1/4, ACCEPTED SEPTEMBER 7, 1927
  - 1) INDICATES RECORD DATA PER PMS 52/71
- SET NAIL AND TAG IN CURB AT THE PROLONGATION OF ALL FRONT LOT CORNERS, STAMPED RCE 26401. SET NAIL AND TAG IN CURB AT THE CORNER OF EACH E.C.S. EITHER AS A POINT OR RADIAL TO CENTERLINE, AS APPROPRIATE, STAMPED RCE 26401.
- AT ALL REAR LOT CORNERS, SET 1" I.P. DOWN 6" IN NATURAL GROUND, TAGGED RCE 26401. SET NAIL AND TAG IN CONC. FOOTING STAMPED RCE 26401. SET NAIL AND TAG IN FENCING MATERIAL, TAGGED RCE 26401, AS APPROPRIATE.
- TOTAL GROSS AREA = 2.002 ACRES  
TOTAL NET AREA = 1.945 ACRES

### EASEMENT NOTES

AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES APPROVED 9-21-01, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY SET MONUMENT ON FILE IN THE BUREAU OF INDIAN AFFAIRS UNDER NUMBER 37264-47. (UNPLOTTABLE)

AN EASEMENT FOR STREET PURPOSES APPROVED 7-26-86, IN FAVOR OF THE CITY OF PALM SPRINGS PER DOCUMENT ON FILE IN THE BUREAU OF INDIAN AFFAIRS UNDER NUMBER 504-585. (UNPLOTTABLE)

AN EASEMENT FOR WATER PIPELINES IN FAVOR OF PALM SPRINGS WATER COMPANY, PER INST. REC. 3-17-80 IN BOOK 1709 AT PAGE 159, D.R. (UNPLOTTABLE)



SET 1" I.P. DN 6" IN GROUND, TAGGED RCE 26401. SET NAIL AND TAG IN CONC. FOOTING, TAGGED RCE 26401. SET NAIL AND TAG IN FENCING MATERIAL, TAGGED RCE 26401, AS APPROPRIATE.

PLAT OF PALM SPRINGS TRACT MAP NO. 29934, SHEET 2 - 162510, 29934, 16273402, 29934-01 03 21 PM / 1627-1  
J.M. 1457

SHEET 9 OF 17

C-122  
11

# FIRST FLOOR REFERENCE PLAN UNITS 1-24

ARENAS ROAD

C-122  
12

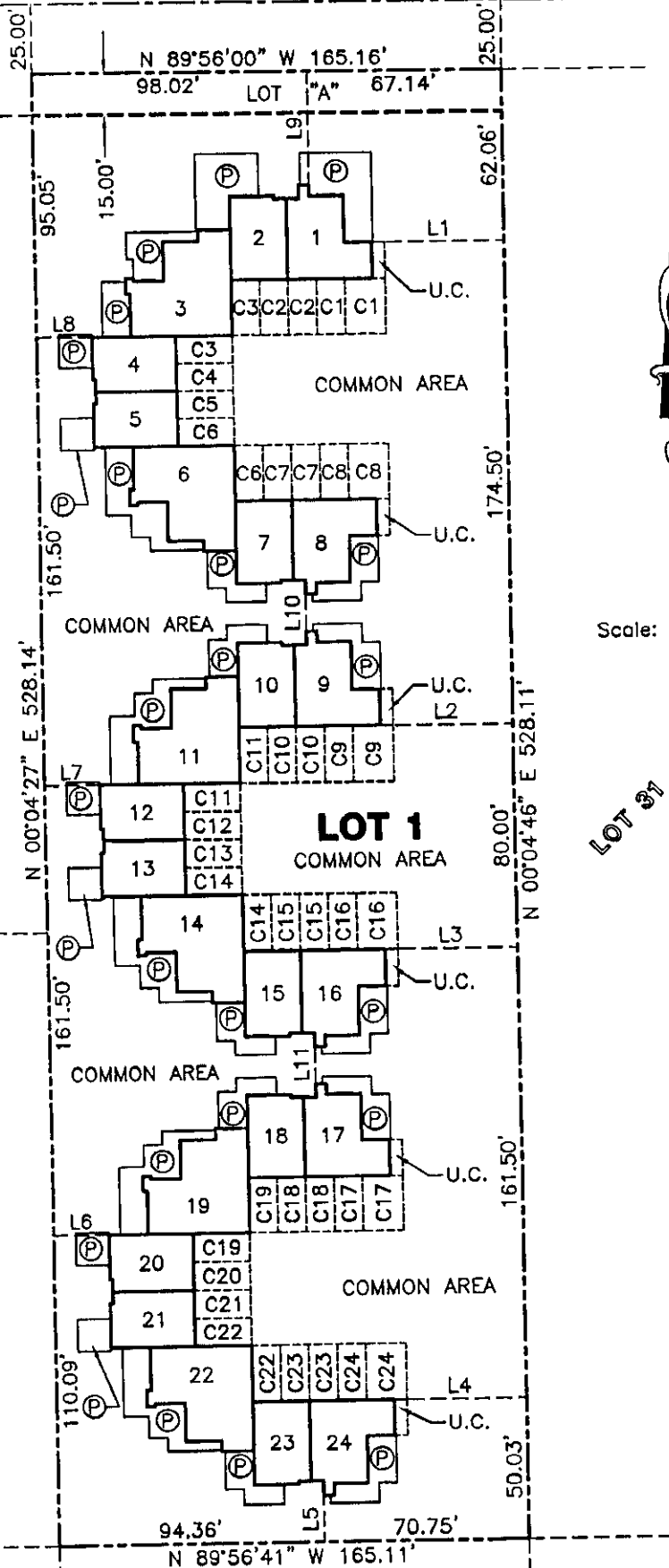
NUMBER	DIRECTION	DISTANCE
L1	N 89°55'14" W	45.51'
L2	N 89°55'14" W	45.53'
L3	N 89°55'14" W	45.52'
L4	N 89°55'14" W	45.47'
L5	N 00°03'19" E	16.06'
L6	N 89°55'33" W	20.02'
L7	N 89°55'33" W	19.99'
L8	N 89°55'33" W	20.02'
L9	N 00°04'00" E	41.07'
L10	N 00°13'41" E	13.50'
L11	N 00°04'45" W	13.50'

- U.C. UTILITY CLOSET (COMMON AREA)
- ⊙ CARPORT AREA
- Ⓟ PATIO AREA
- Ⓟ BALCONY AREA

LOT 133

RS 70/30

LOT 134



Scale: 1" = 60'

LOT 37

SHEET 10 OF 17



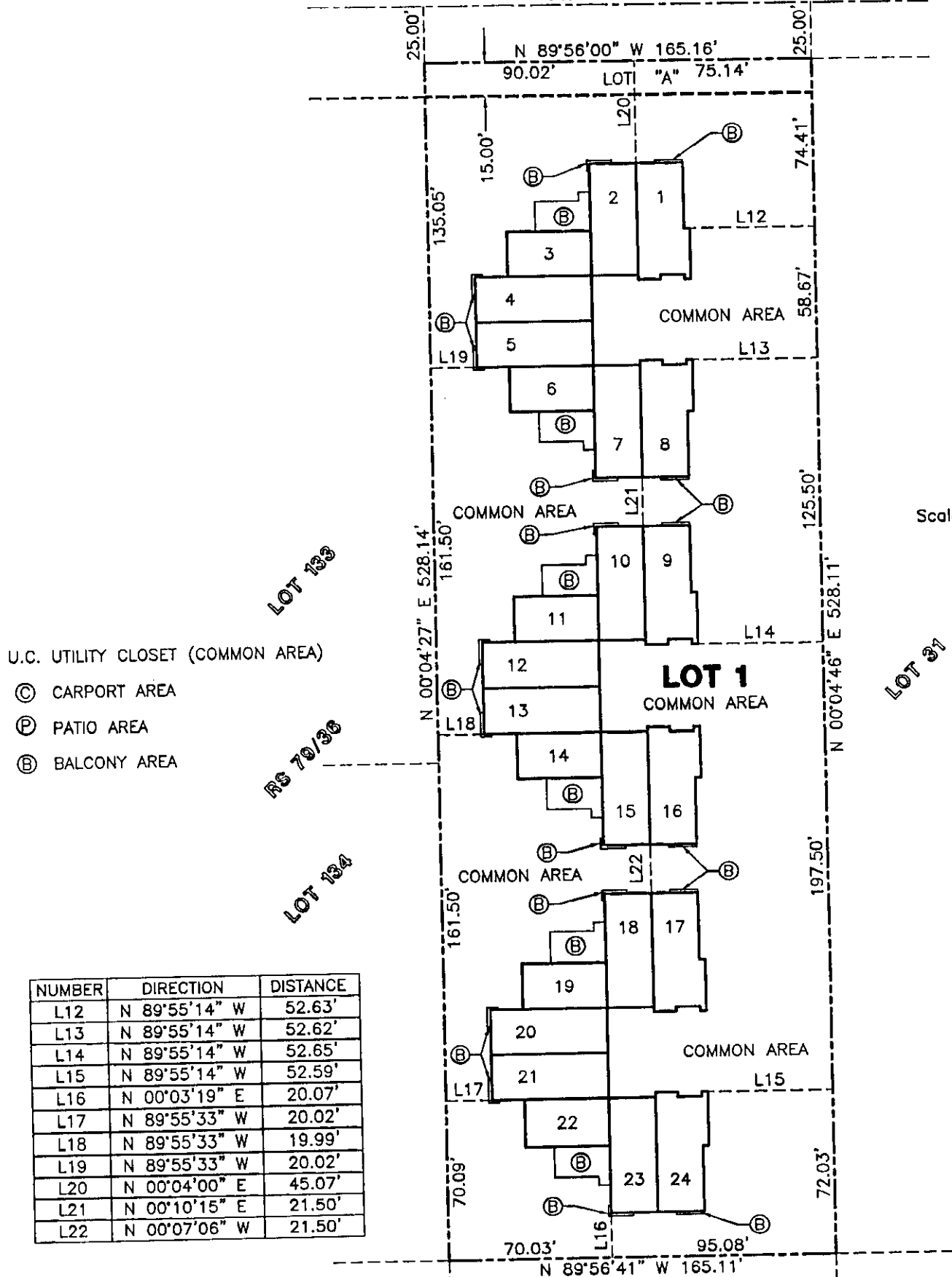
2002-184817  
04/10/2002 08:00A  
12 of 19



# SECOND FLOOR REFERENCE PLAN UNITS 1-24

ARENAS ROAD

C-122  
13



- U.C. UTILITY CLOSET (COMMON AREA)
- ⊙ CARPORT AREA
- Ⓟ PATIO AREA
- Ⓟ BALCONY AREA

Scale: 1" = 60'

NUMBER	DIRECTION	DISTANCE
L12	N 89°55'14" W	52.63'
L13	N 89°55'14" W	52.62'
L14	N 89°55'14" W	52.65'
L15	N 89°55'14" W	52.59'
L16	N 00°03'19" E	20.07'
L17	N 89°55'33" W	20.02'
L18	N 89°55'33" W	19.99'
L19	N 89°55'33" W	20.02'
L20	N 00°04'00" E	45.07'
L21	N 00°10'15" E	21.50'
L22	N 00°07'06" W	21.50'

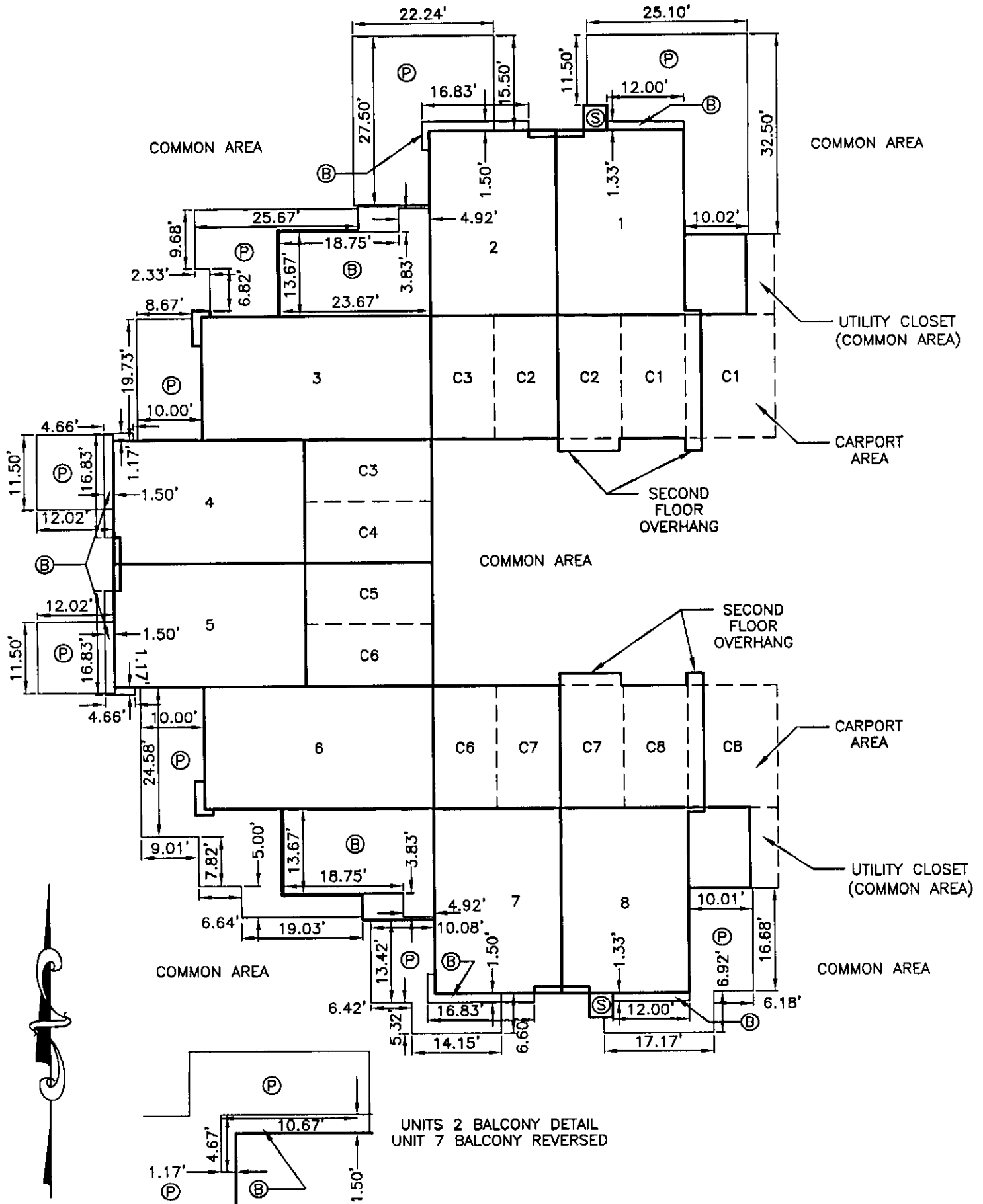


2002-184917  
04/18/2002 08:09A  
13 of 19

SHEET 11 OF 17

# PATIO AND COMMON AREA PLAN UNITS 1-8

C-122  
14



UNITS 2 BALCONY DETAIL  
UNIT 7 BALCONY REVERSED

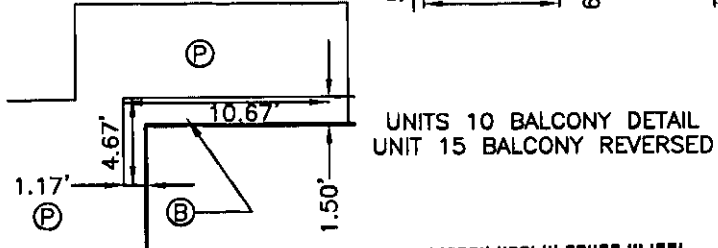
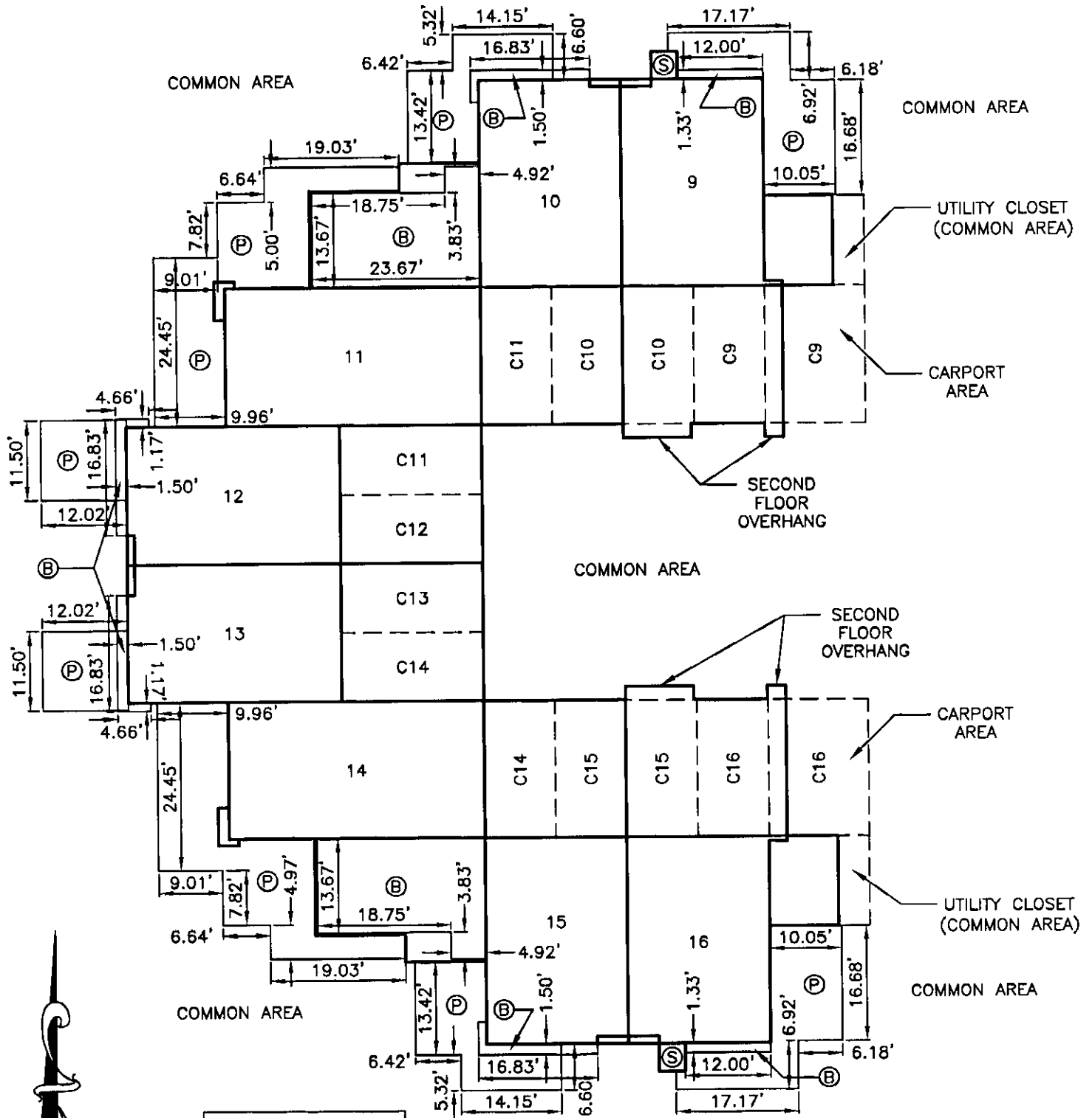


2002-184817  
04/10/2002 08:00R  
14 of 19

SHEET 12 OF 17

# PATIO AND COMMON AREA PLAN UNITS 9-16

C-122  
15



Scale: 1" = 20'

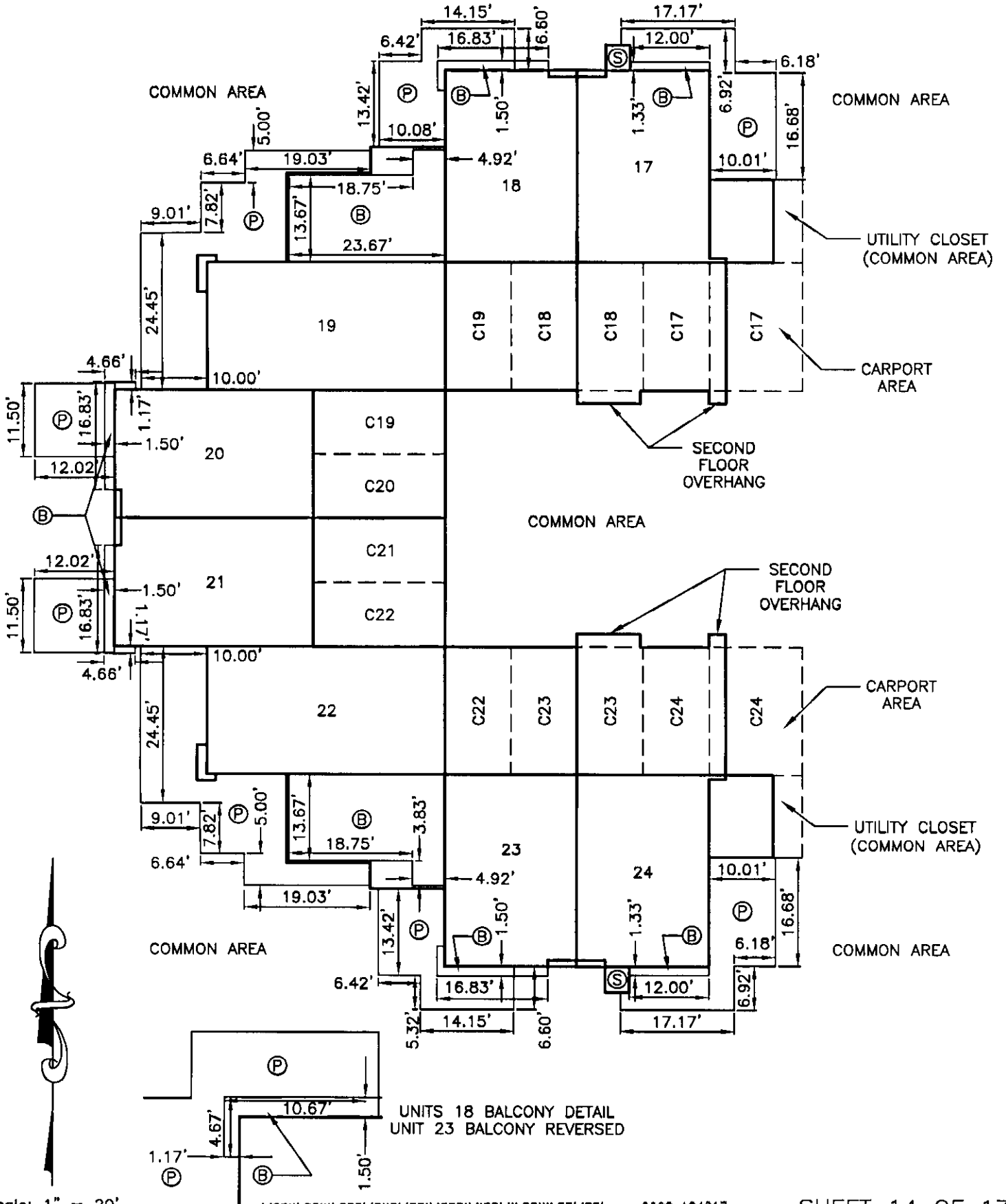


2002-184817  
04/10/2002 08:08:00  
15 of 19

SHEET 13 OF 17

# PATIO AND COMMON AREA PLAN UNITS 17-24

C-122  
1/6



Scale: 1" = 20'



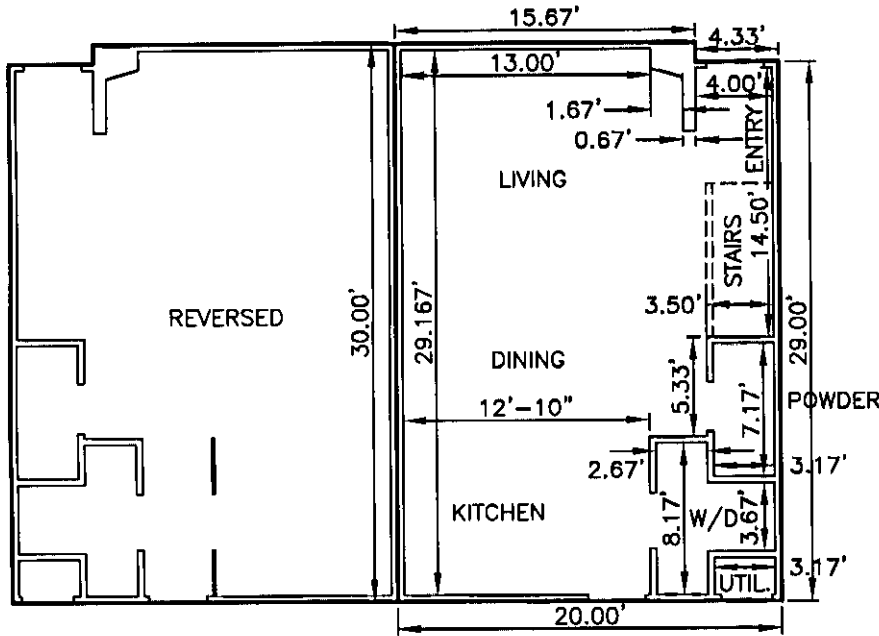
2002-184817  
04/10/2002 09:00A  
16 of 19

SHEET 14 OF 17

# UNIT TYPE A FLOOR PLAN AND ELEVATIONS

C-122  
17

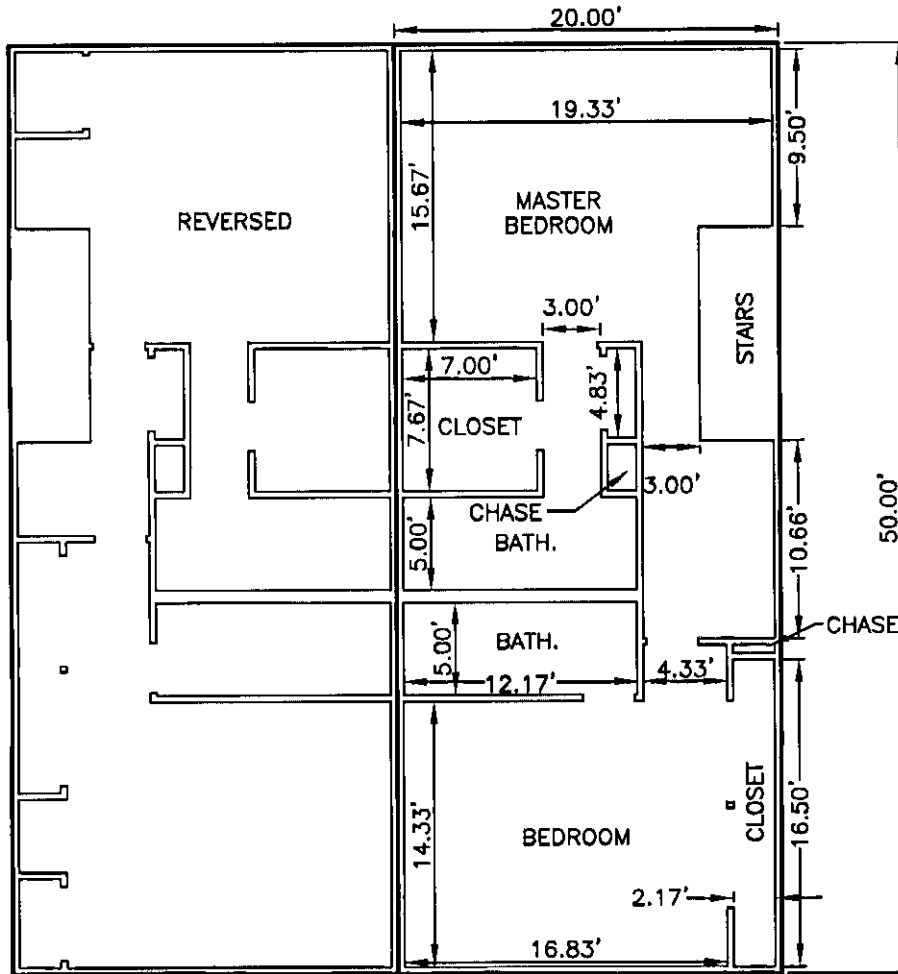
## FIRST FLOOR



## ELEVATIONS

UNITS 2, 4, 5 & 7
FIRST FLOOR
F.F. = 436.50
C.E. = 445.50
SECOND FLOOR
F.F. = 446.75
C.E. = 455.75
UNITS 10, 12, 13 & 15
FIRST FLOOR
F.F. = 436.40
C.E. = 445.40
SECOND FLOOR
F.F. = 446.65
C.E. = 455.65

## SECOND FLOOR



## UNITS

STANDARD	REVERSED
2	4
5	7
10	12
13	15
18	20
21	23

Scale: 1" = 10'



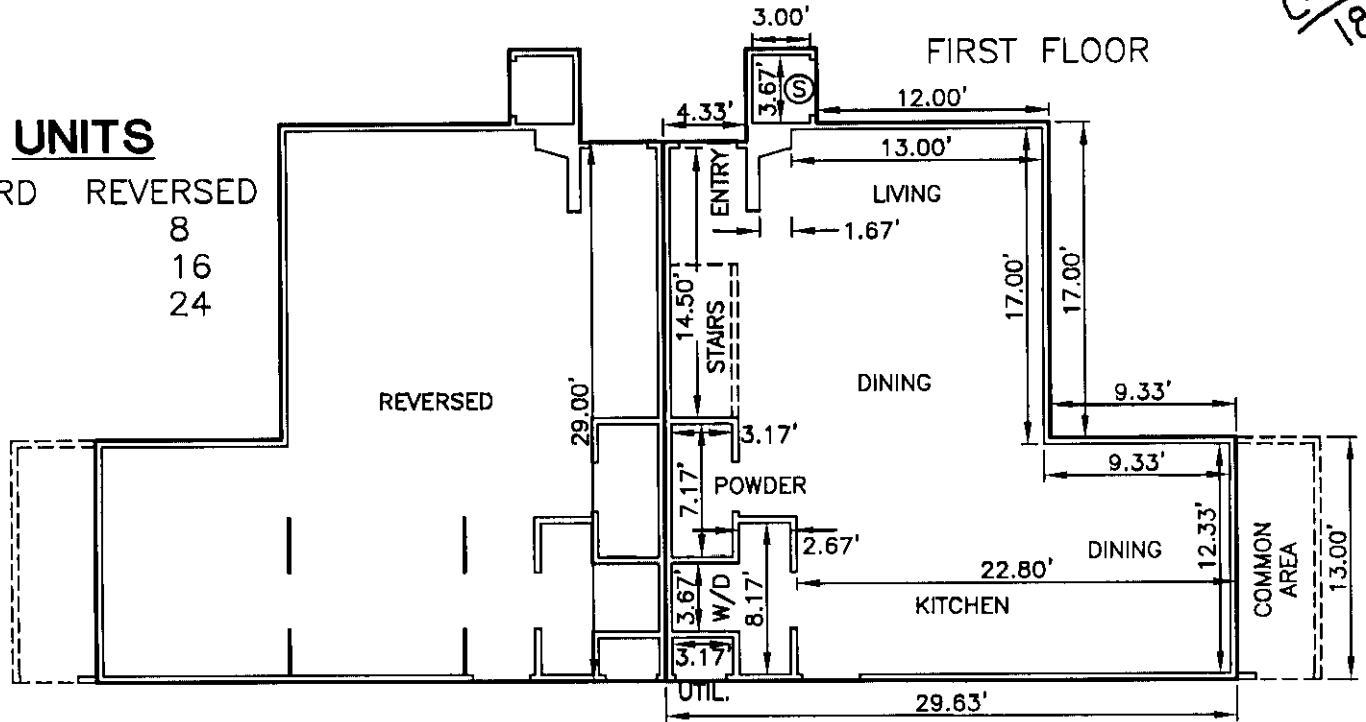
2002-184817  
04/16/2002 08:00A  
17 of 19

SHEET 15 OF 17

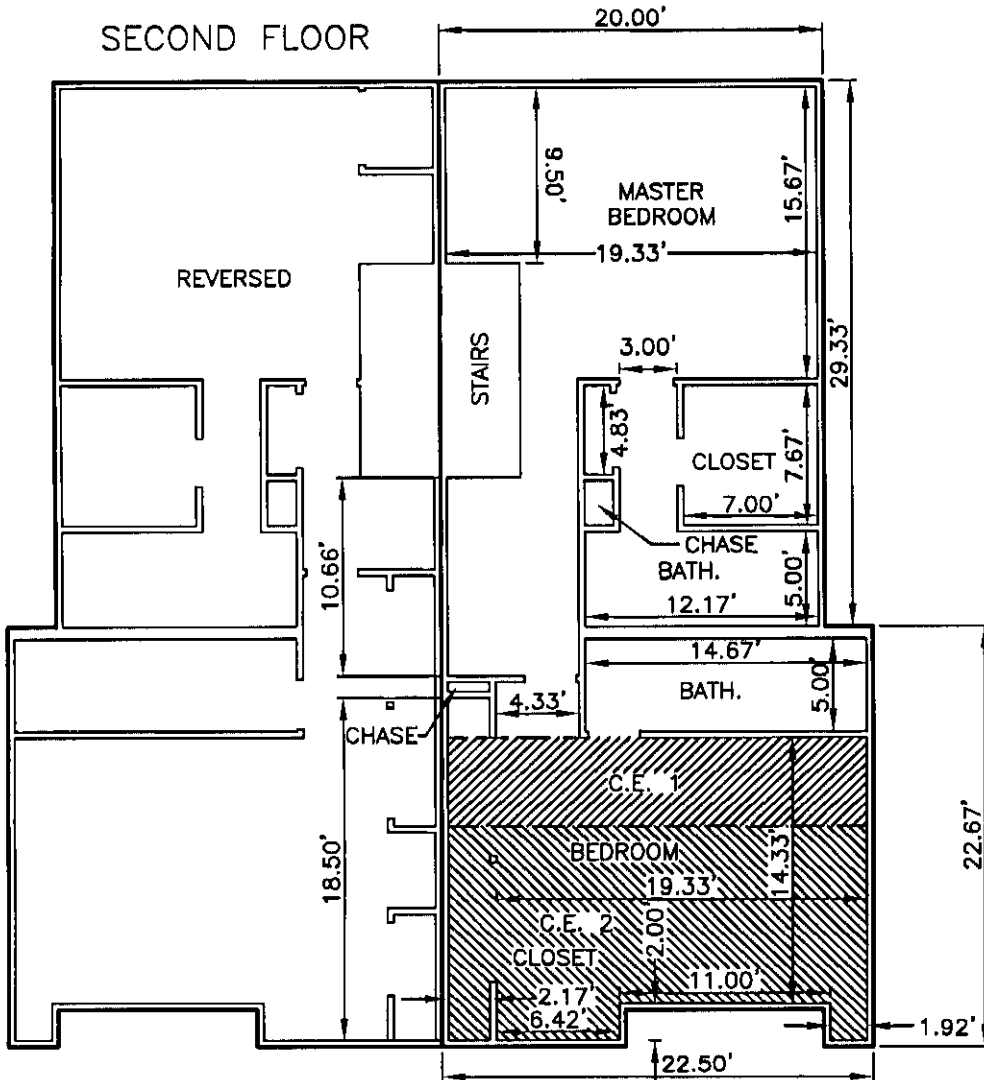
# UNIT TYPE B FLOOR PLAN AND ELEVATIONS

C-122  
18

UNITS	
STANDARD	REVERSED
1	8
9	16
17	24



## SECOND FLOOR



## ELEVATIONS

### UNITS 1 & 8

#### FIRST FLOOR

F.F. = 436.50

C.E. = 445.50

#### SECOND FLOOR

F.F. = 446.75

C.E. = 455.75

C.E. 1 = 461.75

C.E. 2 = 458.75

### UNITS 9 & 16

#### FIRST FLOOR

F.F. = 436.40

C.E. = 445.40

#### SECOND FLOOR

F.F. = 446.65

C.E. = 455.65

C.E. 1 = 461.65

C.E. 2 = 458.65

### UNITS 17 & 24

#### FIRST FLOOR

F.F. = 436.30

C.E. = 445.30

#### SECOND FLOOR

F.F. = 446.55

C.E. = 455.55

C.E. 1 = 461.55

C.E. 2 = 458.55

Scale: 1" = 10'



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04/18/2002 08:00A  
18 of 19

SHEET 16 OF 17

# UNIT TYPE C FLOOR PLANS AND ELEVATIONS

C-122  
19

## ELEVATIONS

### UNITS 1 & 8

#### FIRST FLOOR

- F.F. = 436.50
- C.E. = 445.50
- C.E. 1 = 453.17

#### SECOND FLOOR

- F.F. = 446.75
- C.E. = 455.75
- C.E. 2 = 458.50

### UNITS 9 & 16

#### FIRST FLOOR

- F.F. = 436.40
- C.E. = 445.40
- C.E. 1 = 453.07

#### SECOND FLOOR

- F.F. = 446.65
- C.E. = 455.65
- C.E. 2 = 458.15

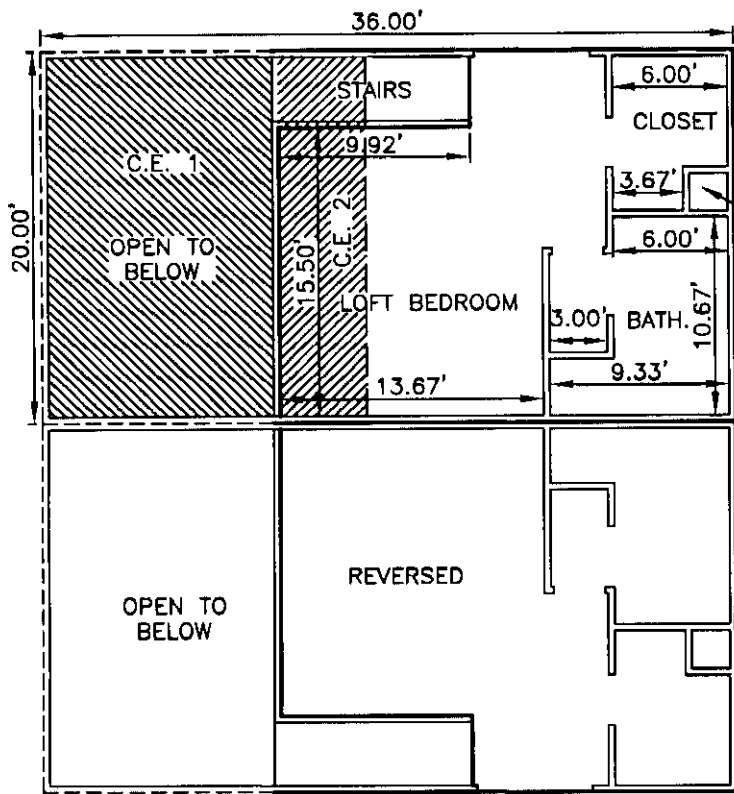
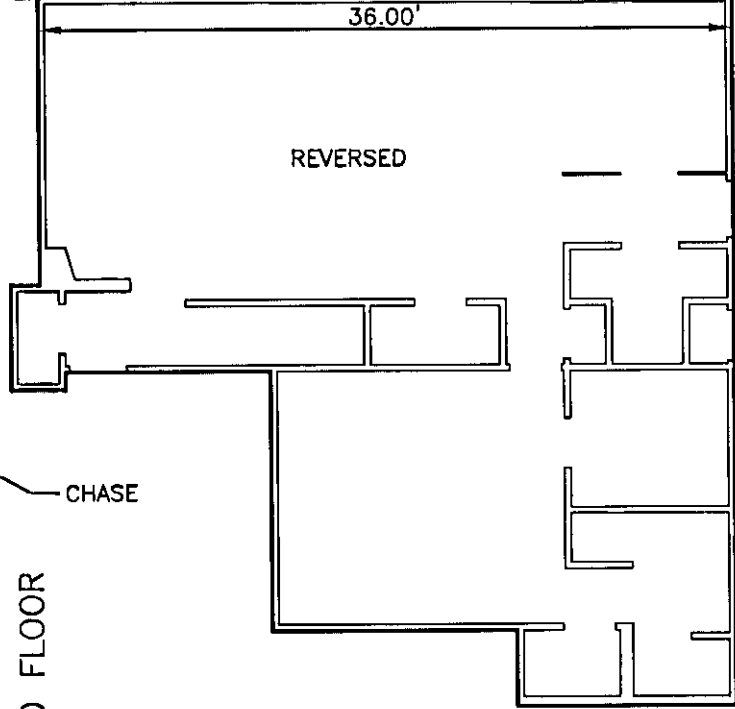
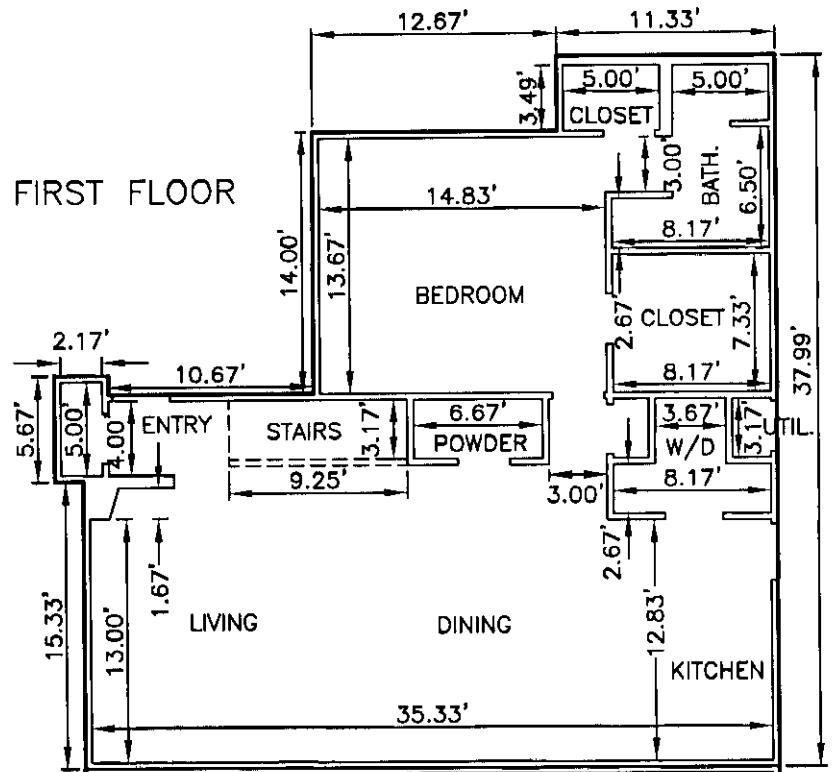
### UNITS 17 & 24

#### FIRST FLOOR

- F.F. = 436.30
- C.E. = 445.30
- C.E. 1 = 452.97

#### SECOND FLOOR

- F.F. = 446.55
- C.E. = 455.55
- C.E. 2 = 458.05



## UNITS

STANDARD	REVERSED
3	6
11	14
19	22

Scale: 1" = 10'

SHEET 17 OF 17

2002-184817  
84/18/2662 88:98F  
19 of 19

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 29934**  
BEING A SUBDIVISION OF LOT 30 IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, T 4 S, R 4 E, S.B.M. FOR CONDOMINIUM PURPOSES

MAINIERO, SMITH AND ASSOCIATES, INC. AUGUST 2001

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOT 1A.

PALM SPRINGS MODERN HOMES I, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: VANTAGE POINTE HOMES, L.P., A CALIFORNIA LIMITED PARTNERSHIP  
ITS: MANAGING MEMBER

BY: VANTAGE DEVELOPMENT, A CALIFORNIA CORPORATION  
ITS: GENERAL PARTNER

BY: Dennis A. Cunningham  
DENNIS A. CUNNINGHAM  
PRESIDENT

**NOTARY'S ACKNOWLEDGEMENT**

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON 09/26/2001 BEFORE ME Sandra S. Fox  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Dennis A. Cunningham WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT WAS/WERE 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.

MY COMMISSION EXPIRES 04/01/2002 MY PRINCIPAL PLACE OF BUSINESS IS Riverside COUNTY.

Sandra S. Fox  
Sandra S. Fox  
(PRINT NAME)

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS HAS BEEN OMITTED:  
CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES PER DOCUMENT APPROVED 9-17-51, ON FILE IN THE BUREAU OF INDIAN AFFAIRS UNDER NUMBER 37564-47.

PALM SPRINGS WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER WITH LINES PER U.S.G. B.C. 3-17-35 IN BOOK 1703 AT PAGE 148, 0 4

**ENGINEER'S STATEMENT**

I, ROBERT S. SMITH, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING MARCH OF 2001; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN; THAT ALL MONUMENTS WILL BE SUFFICIENT TO DEFINE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.



Robert S. Smith  
ROBERT S. SMITH  
RCE 26401  
REG. EXP. 3/31/04  
DATE 9/25/01

**CITY ENGINEER'S STATEMENT**

I, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 29934 CONSISTING OF TWO SHEETS, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DAVID BARAKIAN  
RCE 28931  
REG. EXP. 3/31/03  
DATED: 9/26/01



**SOILS REPORT**

PURSUANT TO SECTION 66400 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT NO. 544-0233 WAS PREPARED BY SLADEN ENGINEERING ON LOT 1A, T 4 S, R 4 E, S.B.M. AND IS ON FILE IN THE BUILDING DEPARTMENT OF THE CITY OF PALM SPRINGS, CALIFORNIA.

**RECORDER'S STATEMENT**

FILED THIS 11th DAY OF Dec. 2001  
AT 8:00 P.M. IN BOOK 311 OF MAPS  
CLERK OF THE CITY OF PALM SPRINGS.

NO. 2001-626454  
FEE \$ 8.00

GARY L. ORSO, COUNTY RECORDER-ASSASSOR-CLERK  
BY: [Signature] DEPUTY  
SUBDIVISION GUARANTEE BY:  
FIRST AMERICAN TITLE INSURANCE COMPANY

**TAX COLLECTOR'S STATEMENT**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, ON THIS DATE THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES-HEM A LIEN-BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 0

PAUL MCDONNELL  
COUNTY TAX COLLECTOR  
BY: [Signature] DEPUTY  
DATED 12-14-01

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 0 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME THIS MAP OF THIS MAP WITH THE COUNTY RECORDER, A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, A LIEN-BUT NOT YET DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_  
GERALD A. MALONEY  
CLERK OF THE BOARD OF SUPERVISORS  
BY: \_\_\_\_\_ DEPUTY  
CASH TAX BOND  
PAUL MCDONNELL  
COUNTY TAX COLLECTOR  
BY: \_\_\_\_\_ DEPUTY

**CITY CLERK STATEMENT**

I, PATRICIA A. SANDERS, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL AT IT'S REGULAR MEETING HELD ON THE 11th DAY OF October, 2001, DULY APPROVED THE WITHIN MAP OF TRACT MAP NO. 29934, AND HEREBY ACCEPTS ON BEHALF OF THE PUBLIC LOT "A" FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE TENTATIVE MAP FOR SAID TRACT MAP WAS APPROVED BY THE CITY COUNCIL AT IT'S REGULAR MEETING HELD ON THE 11th DAY OF October, 2001.

DATED: 10-11-2001 BY: [Signature]  
CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS

**TRACT MAP NO. 29934**  
BEING A SUBDIVISION OF LOT 30 IN THE NORTHWEST ONE-QUARTER  
OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, T 4 S, R 4 E, S.B.M.

FOR CONDOMINIUM PURPOSES  
MAINIERO, SMITH AND ASSOCIATES, INC. AUGUST 2001



**ENGINEER'S NOTES**

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF CALLE EL SEGUNDO AS SHOWN ON RS 79/36, TAKEN AS N 00°04'07\"/>

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. DOWN 6", TAGGED RICE 26401
- (-) INDICATES RECORD DATA PER RS 79/36, UNLESS NOTED OTHERWISE
- (-) INDICATES RECORD DATA PER MB 153/20-29
- <-> INDICATES RECORD DATA PER GOV'T. SUPPLEMENTAL PLAT OF SEC. 14, T.4 S., P.4 E., S.B.M., ACCEPTED SEPTEMBER 7, 1927
- (-) INDICATES RECORD DATA PER PMB 52/71

SET NAIL AND TAG IN CURB AT THE PROLONGATION OF FRONT LOT CORNERS, STAMPED RICE 26401. SET NAIL AND TAG IN CURB AT ALL B.C.'S AND E.C.'S EITHER PERPENDICULAR OR RADIAL TO CENTERLINE, AS APPROPRIATE, STAMPED RICE 26401. AT ALL REAR LOT CORNERS, SET 1" I.P. DOWN 6" IN NATURAL GROUND, TAGGED RICE 26401. SET NAIL AND TAG IN CONC. FOOTING STAMPED RICE 26401. SET NAIL AND TAG IN FENCING MATERIAL, TAGGED RICE 26401, AS APPROPRIATE.

TOTAL GROSS AREA = 2.002 ACRES  
TOTAL NET AREA = 1.945 ACRES

**EASEMENT NOTES**

AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES APPROVED 9-17-51, IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER DOCUMENT ON FILE IN THE OFFICE OF INDIAN AFFAIRS UNDER NUMBER 37954-47. (UNPLOTTABLE)  
AN EASEMENT FOR STREET PURPOSES APPROVED 7-26-86, IN FAVOR OF THE CITY OF PALM SPRINGS PER DOCUMENT ON FILE IN THE BUREAU OF INDIAN AFFAIRS UNDER NUMBER 584-555. (UNPLOTTABLE)  
AN EASEMENT FOR WATER PIPELINES IN FAVOR OF PALM SPRINGS WATER COMPANY, PER INST. REC. NO. 17-55 II; BOOK 1709 AT PAGE 156, O.R. (UNPLOTTABLE)

FO 1" I.P. DN. 0.3' IN MONUMENT WELL. MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 52/71.

FO 1" I.P. DN. 0.5' IN MONUMENT WELL. MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 70/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
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MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

ED 3/21, 1991  
MONUMENT SET AS SHOWN. TAGS ACCEPTED AS C/L INT-X PER RS 79/36.

TRNO. 16043  
MB 116133-89

(N 39°56'05" W 1489.34')  
(N 89°55'03" W 1493.29')  
(N 89°56'00" W 1489.30')

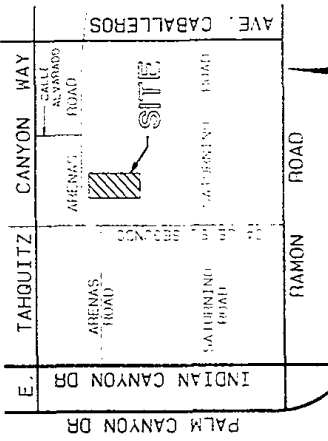
FO 1" I.P. FLUSH TAGGED RICE 26556. ACCEPT AS NE COR. LOT 133 PER RS 79/36.

CALLE EL SEGUNDO

ARENAS ROAD

AVENIDA CABALLEROS

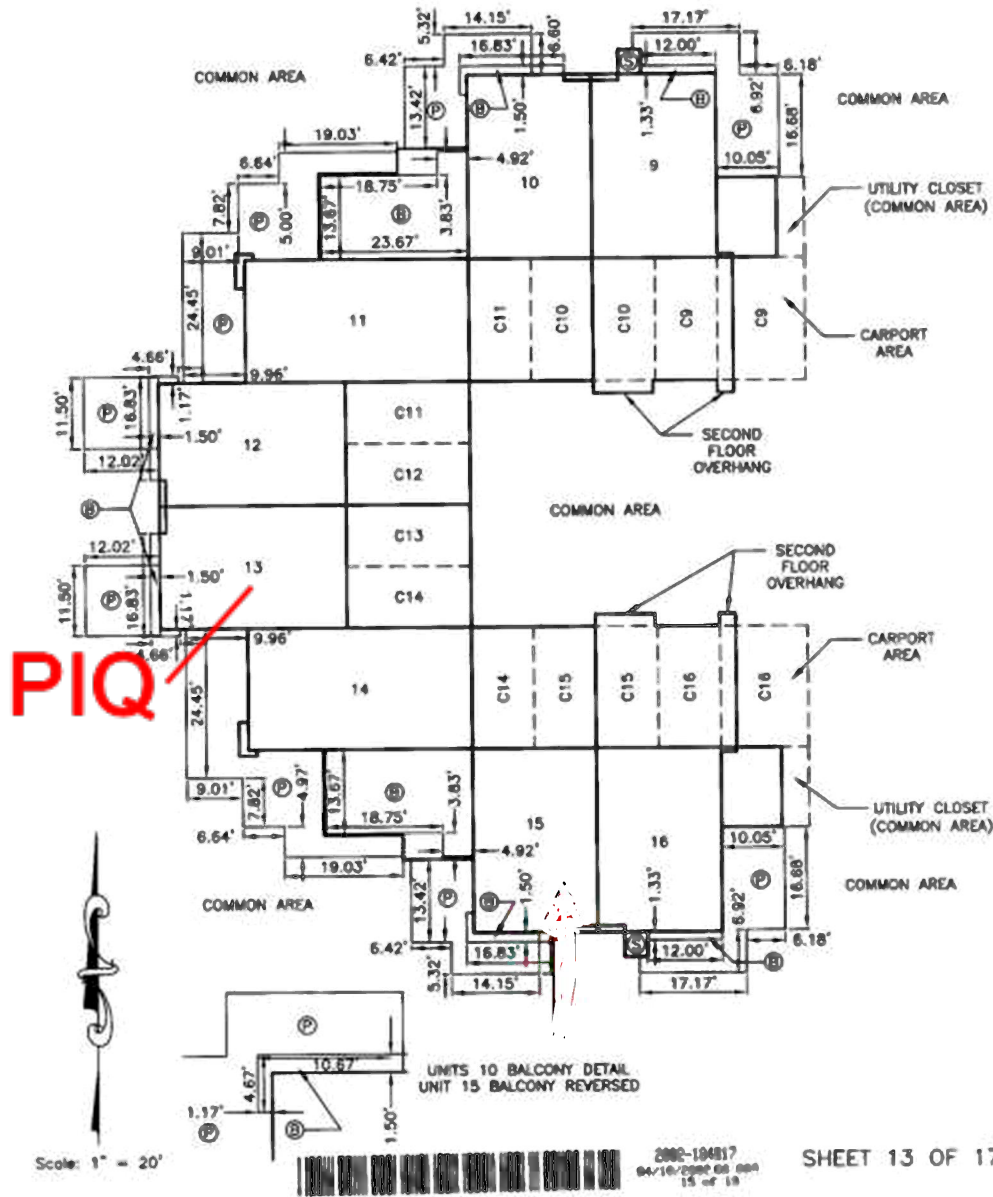
SATURNINO ROAD



VICINITY MAP  
NOT TO SCALE

PATIO AND COMMON AREA PLAN UNITS 9-16

C-122  
15



This [map/plat](#) is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distance, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# Tax Search



Riverside, California  
**Searched: 508-088-054**  
 Order: IE2402061

Tax Year: 2023-2024  
 Tax Cover: 03/15/2024  
 Searched By: NEXTACE TPSIMAGE  
 LOGIN  
 Searched On: 3/25/2024 8:07 PM

Company: FIDELITY NATIONAL TITLE | SAN BERNARDINO - (FNFSTR) | 06 | CRN: 00036-00011

APN:	<b>508-088-054</b>
Described As:	<b>UNIT 13 CM 128/095 INT. IN COMMON IN LOT 1 OF TR 29934 MB 311/093</b>
Address:	<b>671 E ARENAS RD</b>
City:	<b>PALM SPRINGS</b>
Billing Address:	<b>19232 RIDGE RD SW VASHON WA 98070</b>
Assessed Owner(s):	<b>MAU DAVID GORDON; MAU DAVID GORDON TRUST 5/5/20</b>
Search As:	<b>Unit 13 of Common Lot 1 Map 311/93 (Tr 29934)</b>

Tax Rate Area:	<b>011-052</b>	<b>Value</b>	Conveyance Date:	<b>OCT 2021</b>
Use Code:	<b>174</b>	Land:	Conveying Instrument:	<b>2021-0641774</b>
<b>CONDO OR PUD</b>		Improvements:	Date Transfer Acquired:	
Region Code:		Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:		Inventory:	Year Last Modified:	
Taxability Code:		<b>Exemptions</b>	<b>Square Footage</b>	
Tax Rate:	<b>1.309143</b>	Homeowner:	Land:	
Auditor Tax Rate:	<b>1.264430</b>	Inventory:	Improvements:	
		Personal Property:	Tax Defaulted:	
		Religious:		
		All Other:		
Bill #:	<b>2023003563303</b>	Net Taxable Value:	<b>566,100.00</b>	Total Tax:
Issue Date:				<b>7,411.06</b>

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>3,705.53</b>	<b>370.55</b>	<b>12/10/2023</b>	<b>PAID</b>	<b>12/08/2023</b>	<b>0.00</b>
<b>2nd</b>	<b>3,705.53</b>	<b>408.61</b>	<b>04/10/2024</b>	<b>UNPAID</b>		<b>3,705.53</b>
<b>Total Balance:</b>						<b>3,705.53</b>

Bonds: <b>0</b>	Parcel Changed:	Sold to State: <b>0</b>	Mello-Roos: <b>N</b>	NSF: <b>N</b>
-----------------	-----------------	-------------------------	----------------------	---------------

Account	Special Lien Description	Amount
<b>01-0000</b>	<b>GENERAL PURPOSE</b>	<b>5,661.00</b>
<b>03-5128</b>	<b>PALM SPRINGS UNIFIED SCHOOL B &amp; I 1992 A</b>	<b>820.45</b>
<b>03-9001</b>	<b>DESERT COMMUNITY COLLEGE B &amp; I</b>	<b>223.61</b>
<b>04-5121</b>	<b>DESERT WATER AGENCY</b>	<b>452.88</b>
<b>68-1378</b>	<b>FLOOD CONTROL STORMWATER / CLEANWATER/WHITE WATER</b>	<b>3.62</b>
<b>68-1864</b>	<b>CSA #152 CITY OF PALM SPRINGS</b>	<b>9.50</b>
<b>68-2617</b>	<b>CITY OF PALM SPRINGS SEWER CHARGE*</b>	<b>240.00</b>

\*\*\* END OF REPORT \*\*\*

**The following notice is pursuant to California Government Code  
Section 12956.1(b)(1))**

## **Notice**

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, 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 by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

## **Restrictive Covenant Modification**

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

### **To Record a Restrictive Covenant Modification, you must:**

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

### **This document requires the following:**

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Above Space for Recorder's Use Only

## RESTRICTIVE COVENANT MODIFICATION

I (We) \_\_\_\_\_ have an ownership interest of record in the property located at \_\_\_\_\_ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date)

In book \_\_\_\_\_ and page \_\_\_\_\_, or Document No. \_\_\_\_\_ of the Official records of the County of \_\_\_\_\_, State of California.

The document referenced above was originally indexed in the following manner \_\_\_\_\_ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated \_\_\_\_\_



\_\_\_\_\_  
Printed Name(s)

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 }  
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 signatures(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 \_\_\_\_\_

RECORDING REQUESTED BY:

**Recording Requested By**  
First American Title Company

**DOC # 2002-184818**

04/10/2002 08:00A Fee:226.00  
Page 1 of 74

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO:

Palm Springs Modern Homes I  
74-140 El Paseo, #4 - PMB 520  
Palm Desert, California 92260

Tel: (760)776-6587 Fax: (760)776-9516



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**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS**

**FOR**

**48 @ ARENAS -- TRACT NO. 29934**

**(A Condominium Project)**

226

T  
SF

022-2341

[CCR,CM - 10/31/00]  
[This Set: 01/18/02]

Document Prepared By:

Timothy S. Murakami, Esq.  
1990 So. Bundy Drive, Suite 540  
Los Angeles, California 90025  
Tel: (310)979-0325

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.



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EXECUTION PAGE

SUBORDINATION BY LIENHOLDER

EXHIBIT A - ORIGINAL PROPERTY

EXHIBIT B - ADDITIONAL PROPERTY

EXHIBIT C - CALIFORNIA CIVIL CODE SECTIONS:  
1354, 1365, 1365.5, 1365.7, 1365.9 1366, 1368, 1368.4 and 1375

EXHIBIT D - PUBLIC PARCEL



## CALIFORNIA CIVIL CODE SECTIONS

Current as of 01/02

[ Page 14 of 14 ]

(g)(2) (C) A statement that if 5 percent of the members of the association request a special meeting of the members to discuss the matter within 15 days of the date the notice is mailed or delivered to the members of the association, a meeting of the members shall be held, unless governing documents of the association provide for a different procedure for calling a special meeting of the members, in which case, the statement shall inform the members of that procedure; and

(g)(2) (D) Compliance with this paragraph shall excuse the association from satisfying the requirements of Section 1368.4.

(h)(1) The only method of seeking judicial relief for the failure of the association to comply with this section shall be the assertion, as provided for in this subdivision, of a procedural deficiency to an action for damages by the association against the builder after such an action has been filed. A verified application asserting such a procedural deficiency shall be filed with the court no later than 90 days after the answer to the plaintiff's complaint has been served, unless the court finds that extraordinary conditions exist.

(h)(2) Upon the verified application of the association or the builder alleging substantial noncompliance with this section, the court shall schedule a hearing within 21 days of the application to determine whether the association or builder has substantially complied with this section. The issue may be determined upon affidavits or upon oral testimony, in the discretion of the court.

(h)(3) (A) If the court finds that the association did not substantially comply with this section, the court shall stay the action for up to 90 days to allow the association to establish substantial compliance. The court shall set a hearing within 90 days to determine substantial compliance by the association. At any time, the court may, for good cause shown, extend the period of the stay upon application of the association.

(h)(3) (B) If, within the time set by the court pursuant to this section, the association has not established that it has substantially complied with this section, the court shall determine if, in the interest of justice, the action should be dismissed without prejudice, or if another remedy should be fashioned. Under no circumstances shall the court dismiss the action with prejudice as a result of the association's failure to substantially comply with this section. In determining the appropriate remedy, the court shall consider the extent to which the builder has complied with this section.

(h)(3) (C) If the alleged noncompliance of either the builder or the association resulted from the unreasonable withholding of consent for inspection or testing by an owner of a separate interest, it shall not be considered substantial noncompliance, provided that the party alleged to be out of compliance did not encourage the withholding of consent.

(h)(4) If the court finds that the builder did not pay all of the costs of inspection and testing pursuant to paragraph (3) of subdivision (a), or that the builder did not pay its required share of the costs of holding the meeting and of all expenses attributable to sending the settlement offer pursuant to subparagraph (C) of paragraph (1) of subdivision (g) of this section, the court shall order the builder to pay any deficiencies within 30 days, with interest, and any additional remedy which the court determines, in the interest of justice, should be fashioned.

(i) As used in this section:

(i)(1) "Association" shall have the same meaning as defined in subdivision (a) of Section 1351.

(i)(2) "Builder" means the declarant, as defined in subdivision (g) of Section 1351.

(i)(3) "Common interest development" shall have the same meaning as in subdivision (c) of Section 1351, except that it shall not include developments or projects with less than 20 units.

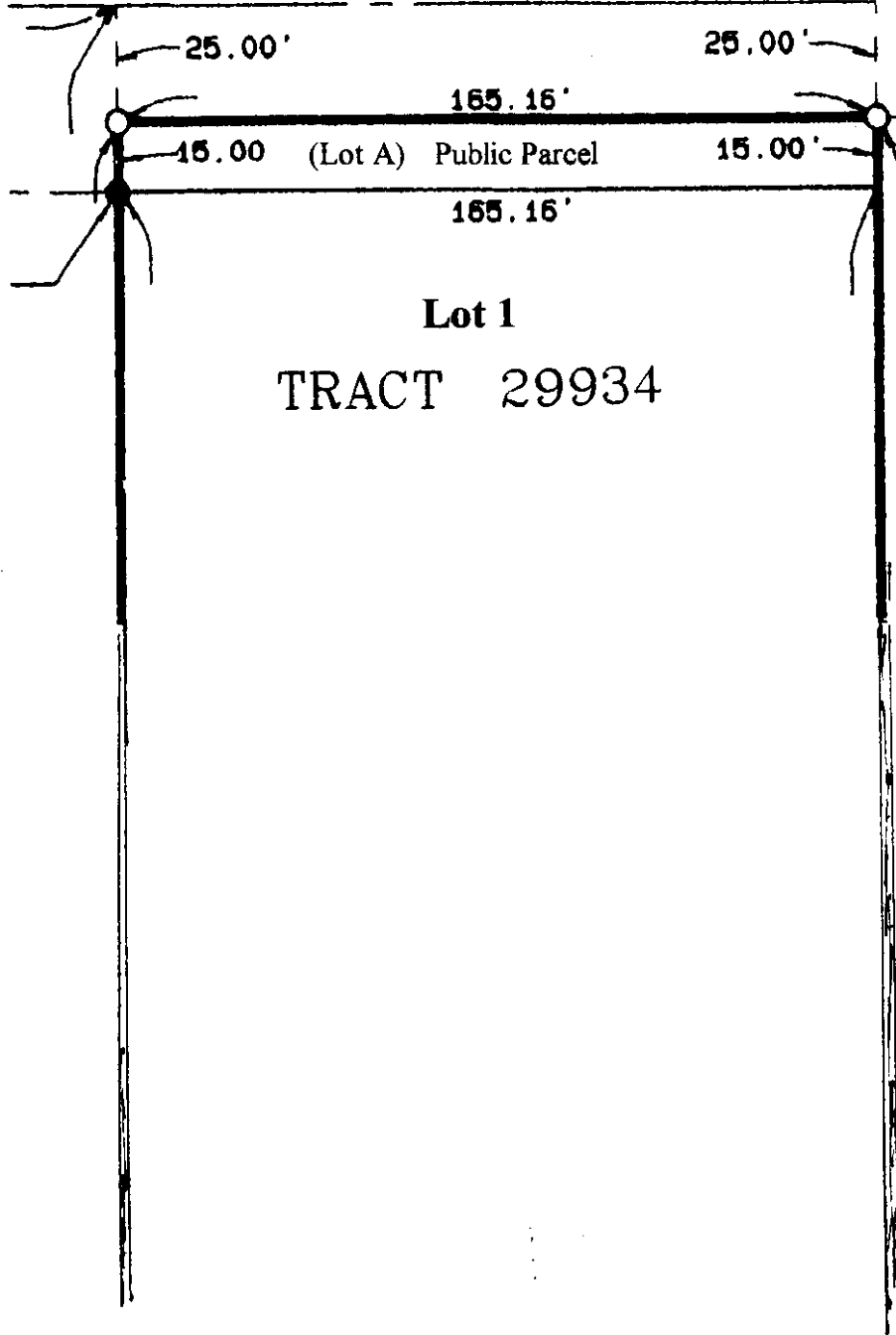


EXHIBIT D

PUBLIC PARCEL

IN THE CITY OF PALM SPRINGS, RIVERSIDE COUNTY, CALIFORNIA

ARENAS ROAD



RECORDING REQUESTED BY:  
48 @ ARENAS, INC.

AND WHEN RECORDED MAIL TO:

Wayne S. Guralnick, Esq.  
Guralnick & Gilliland, LLP  
74-399 Highway 111, Ste. M  
Palm Desert, CA 92260

DOC # 2004-0655801

08/19/2004 08:00A Fee:15.00

Page 1 of 4

Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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17

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR 48 @ ARENAS, INC.

[Cover Page]

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE 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.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR 48 @ ARENAS, INC.**

**THIS FIRST AMENDMENT** is made this 28 day of MAY, 2004, by the written consent of at least sixty-seven percent (67%) of the membership of the Association, which is legally described as

*Lot 1 of Tract No. 29934, in the City of Palm Springs, as per Map filed in Book 311, Pages 93 and 93, of Maps in the Office of the County Recorder of Riverside County.*

and

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for 48 @ Arenas, Inc. (hereinafter "Declaration") was recorded April 10, 2002, as Instrument No. 2002-184818, records of Riverside County, California; and

**WHEREAS**, pursuant to Article 15.01 of the Declaration, at least sixty-seven percent (67%) of the voting power of the Association must consent to amend the Declaration, which consent was obtained; and

**WHEREAS**, pursuant to Article 15.01 of the Declaration, requires that two (2) Association officers execute an instrument certifying that the amendment was approved by at least sixty-seven percent (67%) of the voting power of the Association.

**NOW, THEREFORE**, the undersigned officers of the Association declare that Section 3.01 of Article III be amended within the Declaration as set forth in Exhibit A, attached hereto and made a part hereof by this reference.

**CERTIFICATE OF OFFICERS**

The undersigned, as Officers of the Board of Directors of 48 @ Arenas, Inc. hereby certify and acknowledge under penalty of perjury that the above First Amendment to the Declaration was approved by written consent of at least sixty-seven (67%) of the total voting power of the Association, evidence of which is on file in the office of the Association.

48 @ ARENAS, INC.  
*A California Nonprofit Mutual Benefit Corporation*

Date: 5/28/04

By: Oliver P. Cleary President  
Printed Name: Oliver P. Cleary Title: President

Date: \_\_\_\_\_

By: Alfred Yue Treasurer  
Printed Name: ALFRED YUE Title: Treasurer





EXHIBIT A

The text of the First Amendment to the Declaration shall be as follows:\*

**3.01 Unit Use.**

(b) An Owner may rent a Unit for residential purposes provided:

- (1) ~~There is a written agreement.~~ All leases must be in writing and be for a minimum of thirty (30) days.



2004-0655801  
08/19/2004 08:00A  
3 of 4

\* ~~Strike out~~ indicates deletions; double-underline indicates additions.

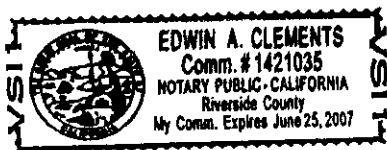
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On MAY 28, 2004, before me, EDWIN A CLEMENTS,  
Notary Public, personally appeared OLIVER P. CLARY AND ALFRED YUE,

personally known to me — OR —  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.



~~WITNESS my hand and official seal,~~

Edwin A. Clements  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

Amendment  
\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

- PARTNERS  LIMITED
- ATTORNEY-IN-FACT  GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

1  
\_\_\_\_\_  
NUMBER OF PAGES

5-28-04  
\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



2708

Recording Requested By /  
Return To:  
LOANDEPOT.COM, LLC  
4800 N. SCOTTSDALE RD, SUITE 3800  
SCOTTSDALE, AZ 85251  
(760)797-6014  
ATTN: DOC CONTROL

2021-0641775

10/29/2021 08:53 AM Fee: \$ 74.00

Page 1 of 21

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



Prepared By:  
REGINA GUTIERREZ  
LOANDEPOT.COM, LLC  
26642 TOWNE CENTRE DRIVE  
FOOTHILL RANCH, CA 92610  
(760)797-6014

[Space Above This Line For Recording Data]

Apn: 508-088-054

Order #  
210-2274781-10

Deed of Trust

(Please fill in document title(s) on this line)

MAU

Loan #: 400711006

MIN: 100853704007110060

MERS Phone: 1-888-679-6377

PIN: 508-088-054

- 1  Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 2  Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_ (date) as document number \_\_\_\_\_ of Official Records, or,
- 3  Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 4  Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_ of Official Records, or
- 5  Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier, or,
- 6  Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 7  Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_, or,
- 8  Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 9  Exempt from fee under GC27388.1 for the following reasons:

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION  
(Additional recording fee applies)

EX 21960.16



21960|2|2|400711006

Recording Requested By /  
Return To:  
LOANDEPOT.COM, LLC  
ATTN: DOC CONTROL  
4800 N. SCOTTSDALE RD, SUITE  
3800  
SCOTTSDALE, AZ 85251  
(760) 797-6014

Prepared By:  
REGINA GUTIERREZ  
LOANDEPOT.COM, LLC  
26642 TOWNE CENTRE DRIVE  
FOOTHILL RANCH, CA 92610  
(760) 797-6014

[Space Above This Line For Recording Data]

## DEED OF TRUST

MAU  
Loan #: 400711006  
MIN: 100853704007110060  
MERS Phone: 1-888-679-6377  
PIN: 508-088-054

Trustor/Borrower:  
DAVID GORDON MAU  
19232 RIDGE RD SW, VASHON, WA 98070

Property Address: 671 EAST ARENAS ROAD, PALM SPRINGS, CA 92262

### DEFINITIONS

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

- (A) "**Security Instrument**" means this document, which is dated **OCTOBER 19, 2021**, together with all Riders to this document.
- (B) "**Borrower**" is **DAVID GORDON MAU, TRUSTEE OF THE DAVID GORDON MAU TRUST DATED MARCH 5, 2020**. Borrower is the trustor under this Security Instrument.
- (C) "**Lender**" is **LOANDEPOT.COM, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DE**. Lender's address is **26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610**.
- (D) "**Trustee**" is **ORANGE COAST TITLE COMPANY OF SOUTHERN CALIFORNIA**.
- (E) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "**Note**" means the promissory note signed by Borrower and dated **OCTOBER 19, 2021**. The Note states that Borrower owes Lender **FOUR HUNDRED FORTY-FOUR THOUSAND AND 00/100 Dollars (U.S. \$444,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2051**.
- (G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



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

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

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

**SEE EXHIBIT A ATTACHED**

which currently has the address of **671 EAST ARENAS ROAD, PALM SPRINGS, CA 92262** ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and



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will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of



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Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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



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also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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

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





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

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

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

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

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if



Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment,



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

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

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

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

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

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

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

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



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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the



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other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or



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warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

\_\_\_\_\_  
DAVID GORDON MAU, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID GORDON MAU TRUST UNDER TRUST INSTRUMENT DATED MARCH 5, 2020

BY SIGNING BELOW, the undersigned, Settlor(s) of the DAVID GORDON MAU TRUST under trust instrument dated MARCH 5, 2020 acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

\_\_\_\_\_  
- TRUST SETTLOR - DAVID GORDON MAU



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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

County of Riverside

On October 19, 2021 before me,

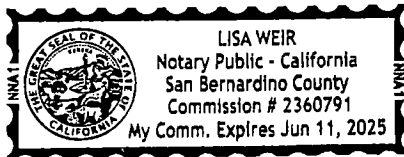
Lisa Weir Notary Public  
(here insert name and title of the officer)

personally appeared **DAVID GORDON MAU**, 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 *Lisa Weir* (Seal)



Individual Loan Originator: **JON-ERIC LEHMAN**, NMLSR ID: 255616  
Loan Originator Organization: **LOANDEPOT.COM, LLC**, NMLSR ID: 174457



**Exhibit "A"**

A Condominium Comprised of :

Parcel 1:

An undivided one/twenty-fourth (1/24) interest as a tenants in common in the Common area of Lot(s) 1 of Tract No: 29934, in the City of Palm Springs, County of Riverside, State of California, as defined in the Condominium Plan for the project recorded April 10, 2002 as Instrument No. 2002-184817, of Official Records of said County, California ("Condominium Plan").

Excepting therefrom, nonexclusive easements for enjoyment, ingress, encroachment, pedestrian, walkway, general recreation purposes, maintenance, repair, drainage, support and for other purposes, all as described in the Declaration referred to below.

Parcel 2:

Unit No. 13, consisting of certain air space and elements as described in the Condominium Plan mentioned above.

Parcel 3:

An exclusive use common area, appurtenant to Parcels One and Two above, for all uses and purposes of a balcony and over and across that portion of Lot 1 of Tract No. 29934 designated as "B" on the above-referenced Condominium Plan, adjacent to Parcel 2 above, and accessible from Parcel 2 above only.

Parcel 4:

An exclusive use common area, appurtenant to Parcels One and Two above, for all uses and purposes of a patio area over and across that portion of Lot 1 of Tract No. 29934 designated as "P)" on the above-referenced Condominium Plan, and adjacent to Parcel 2 above, and accessible from Parcel 2 above only.

Parcel 5:

Exclusive use common areas, appurtenant to Parcels One and Two above, for all uses and purposes of a carport over and across those portions of Lot 1 of Tract No. 29934 designated as "C-13" on the above-referenced Condominium Plan.



**CONDOMINIUM RIDER****MAU**

Loan #: 400711006

MIN: 100853704007110060

THIS CONDOMINIUM RIDER is made this 19<sup>TH</sup> day of OCTOBER, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **LOANDEPOT.COM, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**671 EAST ARENAS ROAD, PALM SPRINGS, CA 92262**

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**48 AT ARENAS**

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent

**MULTISTATE CONDOMINIUM RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

**MULTISTATE CONDOMINIUM RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

  
\_\_\_\_\_  
DAVID GORDON MAU, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID GORDON MAU TRUST UNDER TRUST INSTRUMENT DATED MARCH 5, 2020

BY SIGNING BELOW, the undersigned, Settlor(s) of the DAVID GORDON MAU TRUST under trust instrument dated MARCH 5, 2020 acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

  
\_\_\_\_\_  
- TRUST SETTLOR - DAVID GORDON MAU

**MULTISTATE CONDOMINIUM RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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**SECOND HOME RIDER****MAU**Loan #: **400711006**MIN: **100853704007110060**

THIS SECOND HOME RIDER is made this **19TH** day of **OCTOBER, 2021**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **LOANDEPOT.COM, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **671 EAST ARENAS ROAD, PALM SPRINGS, CA 92262** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing,

**MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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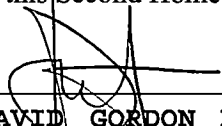
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which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

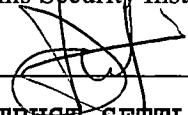
**8. Borrowers Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender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

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

  
\_\_\_\_\_

DAVID GORDON MAU, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID GORDON MAU TRUST UNDER TRUST INSTRUMENT DATED MARCH 5, 2020

BY SIGNING BELOW, the undersigned, Settlor(s) of the DAVID GORDON MAU TRUST under trust instrument dated MARCH 5, 2020 acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

  
\_\_\_\_\_

- TRUST SETTLOR - DAVID GORDON MAU

**MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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**INTER VIVOS REVOCABLE TRUST RIDER**

**MAU**  
**Loan #: 400711006**  
**MIN: 100853704007110060**

**DEFINITIONS USED IN THIS RIDER.**

(A) "Revocable Trust." The **DAVID GORDON MAU TRUST** created under trust instrument dated **MARCH 5, 2020**, for the benefit of **DAVID GORDON MAU**.

(B) "Revocable Trust Trustee(s)." **DAVID GORDON MAU**, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **DAVID GORDON MAU**, settlor(s) of the Revocable Trust signing below.

(D) "Lender." **LOANDEPOT.COM, LLC**.

(E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

**671 EAST ARENAS ROAD, PALM SPRINGS, CA 92262.**

[Property Address]

**THIS REVOCABLE TRUST RIDER** is made this **19TH** day of **OCTOBER, 2021**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**CALIFORNIA INTER VIVOS REVOCABLE TRUST RIDER**

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**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

**A. ADDITIONAL BORROWER(S)**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

  
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**DAVID GORDON MAU, AS TRUSTEE OF THE DAVID GORDON MAU TRUST UNDER TRUST INSTRUMENT DATED MARCH 5, 2020**

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

  
\_\_\_\_\_

**- TRUST SETTLOR - DAVID GORDON MAU**

BY SIGNING BELOW, the undersigned individual(s) acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

  
\_\_\_\_\_

**- BORROWER - DAVID GORDON MAU**

*[Sign Original Only]*

**CALIFORNIA INTER VIVOS REVOCABLE TRUST RIDER**

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