



Priority Title
1100 Flynn Road, Suite 202
Camarillo, CA 93012

Chad Martinson
Pinnacle Estates Properties
971 S Westlake Blvd
Westlake Village, CA 91361

Customer Reference:	76 Little John Lane, Westlake Village
Order Number:	C129911
Title Officers:	Carla Whited and Kristen Whited
Phone:	(805)389-5484
Fax No.:	
E-Mail:	teamcamarillo@prioritytitle.biz
Buyer:	
Owner:	Matthew Young and Jie Wen Zhou
Property:	76 Little John Lane Westlake Village, California 91361-4806

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

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 04, 2026 at 7:30 A.M.

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

2021 ALTA Extended Loan Policy and 2021 ALTA Homeowner's Policy (Agent Use Only)

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

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

Matthew Young and Jie Wen Zhou, husband and wife as joint tenants

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2026-2027, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. The Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
4. Water rights, claims or title to water, whether or not shown by the Public Records.
5. An easement for television system and incidental purposes in the document recorded June 9, 1966 as Instrument No. 3544 in Book D3331, Page 246 of Official Records.
6. An easement for sewer lines and incidental purposes in the document recorded May 11, 1967 as Book D3640, Page 410 of Official Records.

7. The terms and provisions contained in the document entitled "Notification of Floodway and Flood Hazard Area" recorded October 17, 1984 as Instrument No. 84-1244852 of Official Records.
8. The terms and provisions contained in the document entitled "Development Agreement" recorded December 10, 1987 as Instrument No. 87-1958502 of Official Records.
9. Provisions of the dedication statement on the Map of

Tract: 46039
Which recite: We hereby dedicate to the City of Westlake Village the right to restrict the erection of buildings or other structures upon said lots designated for open space or landscape purposes.
10. The terms and provisions contained in the document entitled Memorandum of Agreement, executed by and between Oak Forest Mobile Homes, LTD., a California partnership and PF Consultants, Inc., a California corporation, recorded June 20, 1990, as Instrument No. 90-1093610 of Official Records.
11. Covenants, conditions, restrictions and easements in the document recorded September 20, 1990 as Instrument No. 90-1613048 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.
12. The terms and provisions contained in the document entitled "Declaration of Easement" recorded February 26, 1991 as Instrument No. 91-270216 of Official Records.
13. The terms and provisions contained in the document entitled "Declaration of Easement" recorded February 26, 1991 as Instrument No. 91-270217 of Official Records.
14. Covenants, conditions, restrictions and easements in the document recorded February 25, 2000 as Instrument No. 00-0282544 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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.

Document(s) declaring modifications thereof recorded January 30, 2014 as Instrument No. 20140102648 of Official Records.

15. An easement for construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications and incidental purposes, recorded September 9, 2025 as Instrument No. 20250612752 of Official Records.
In Favor of: Southern California Edison Company, a corporation, its successors and assigns
Affects: said land
16. Section 12956.1 of the Government Code provides the following: If any document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined by California Government Code 12955-P), or ancestry, that said restriction violates State and Federal Fair Housing Laws and is therefore 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.
17. A Deed of Trust to secure an original indebtedness of \$264,000.00 recorded May 19, 2006 as Instrument No. 06-1105497 of Official Records.
Dated: May 3, 2006
Trustor: Matthew Young and Jie Wen Zhou, husband and wife as joint tenants
Trustee: California Reconveyance Company, a California Corp
Beneficiary: Washington Mutual Bank, FA
18. Notice: If this transaction involves a **hard money or a private party loan**, then Priority Title will require the following material:
- a) Two forms of ID from the signer to the Title Agent before closing; one photo ID, and one photo ID and non-photo ID.
 - b) Notary ledger; Notary Journal Page containing the signer's signature and thumbprint.
 - c) Notary affidavit; a Statement from the Notary as to where the signing occurred.
 - d) Notary E&O; a statement from the Escrow Agent whether the notary is covered by liability insurance and has a prior relationship with the escrow agent, as well as proof of E&O coverage for the notary, said E&O insurance should be in excess of \$500,000, said Notary must be on the escrow approved list or on the Underwriters' approved list. Personal Contact with the Customer by the Escrow will be required, the signer must personally appear and execute the loan documents before said notary.
 - e) A completed Statement of Identity (SI).
 - f) Loan Information Sheet; a copy of the lenders instructions specifying what type of policy they need, with endorsements requested.
 - g) If the lender requires 125% coverage, then we will also need the lender's corporate documentation.

Note: if the transaction does **involve hard money or a private party loan**, then **Priority Title will show the following code in their Policy**, (however, this code **will not** show within the Policy if the transaction does not involve hard money or private party lenders):

Any impairment, loss or failure of title to the beneficial interest of the insured in the mortgage

insured by this policy resulting from:

- (a) lack of possession of the original promissory note secured by the insured mortgage, or
- (b) the absence from the original promissory note of a property endorsement to the insured assignee.
- (c) any claim, allegation or determination that the beneficial interest insured herein, or the underlying transaction involves the sale of a Security and/or is in violation of State or Federal Security Laws.

Notice: said hereinabove item will not show within any Policy that is not related to hard money or private party lending.

Prior to the issuance of any policy of title insurance, the Company will require:

- 19. Statements of information from all parties to the transaction.
- 20. The company will require the property owner to complete an Owners Affidavit and Indemnity form prior to the close of escrow.
- 21. Priority Title may require Identity Verification Software Procedures which require the procedural cooperation of Escrow and Owner(s) in establishing verifiable identity confirmations.

LEGAL DESCRIPTION

Real property in the City of Westlake Village, County of Los Angeles, State of California, described as follows:

Lot 110 of Tract No. 46039, in the City of Westlake Village, County of Los Angeles, State of California, as per Map recorded in Book 1137 Pages 88 to 99 inclusive of Maps and as modified by amended Map recorded in Book 1170 Pages 66 to 78 inclusive of Maps, in the Office of the County Recorder of said County.

Except all oil, gas and other hydrocarbon substances lying below a depth of 500 feet, without, however, any right to enter upon the surface of said land as granted to American-Hawaiian Steamship Company by Deed recorded April 5, 1966 in Book D3261 Page 937 of Official Records of said County.

APN: 2057-025-007

INFORMATIONAL NOTES

1. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	\$2,842.02, Paid
Penalty:	\$284.20
Second Installment:	\$2,842.02, Paid
Penalty:	\$294.20
Tax Rate Area:	09036
A. P. No.:	2057-025-007

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Mobile Home known as 76 Little John Lane, Westlake Village, CA 91361-4806.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title Guaranty Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



Priority Title-Camarillo

1100 Flynn Road, Suite 202, **Camarillo, CA 93012**

(805)389-5484 - **Fax (805)285-5254**

Wire Transfer Instructions

To

Priority Title Company

Receiving Bank:

Open Bank
1000 Wilshire Blvd. Suite 100
Los Angeles, CA 90017

Account Name:

ABA 122043958
Priority Title
Account No. XXXXXXXXXX
Please contact your Title Unit for the account number.

PLEASE REFERENCE:

Title Order Number and Title Officer

This information MUST be included in wire text.

Special Note:

PLEASE WIRE THE DAY BEFORE RECORDING.
ALSO, NOTIFY THE TITLE OFFICER OF YOUR INTENT TO WIRE.

THANK YOU

Statement of Information**CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: C129911****NOTE: This form is very important.** It is needed to verify your identity and to eliminate judgments and liens against people with similar names.**THE STREET ADDRESS of the property in this transaction is:** (If none, please leave blank)

ADDRESS _____ CITY and STATE _____

1. Improvements: ☐ Single Residence ☐ Multiple Residence ☐ Commercial ☐ Vacant Land
2. Occupied by: ☐ Owner ☐ Tenants 3. ANY CONSTRUCTION WITHIN THE LAST 6 MONTHS? ☐ YES ☐ NO
4. IF YES to No. 3, STATE NATURE WORK DONE: _____

PARTY 1

First _____ Middle _____ Last _____

Former Last Name(s), if any _____

Birthplace _____ Birth Date _____

Social Security Number _____ Driver's License No. _____

I ☐ am single ☐ am married ☐ have a **registered** domestic partner**Current** Spouse or Registered Domestic Partner (Other Than Party 2):

Name: _____

Former spouse/domestic partner (if none – check this box ☐):☐ Deceased Date: _____ Where: _____☐ Divorce/Dissolution Date: _____ Where: _____

Children from current and/or former marriages and/or domestic partnerships

Child Name: _____ DOB _____

Child Name: _____ DOB _____

PARTY 2

First _____ Middle _____ Last _____

Former Last Name(s), if any _____

Birthplace _____ Birth Date _____

Social Security Number _____ Driver's License No. _____

I ☐ am single ☐ am married ☐ have a **registered** domestic partner**Current** Spouse or Registered Domestic Partner (Other Than Party 1):

Name: _____

Former spouse/domestic partner (if none – check this box ☐):☐ Deceased Date: _____ Where: _____☐ Divorce/Dissolution Date: _____ Where: _____

Children from current and/or former marriages and/or domestic partnerships

Child Name: _____ DOB _____

Child Name: _____ DOB _____

Marriage or Domestic Partnership Between Parties 1 and 2Are Parties 1 and 2: ☐ Married? Date: _____ ☐ Registered Domestic Partners? Date: _____**Party 1 – Occupations for the Last 10 Years (attach an additional page, if necessary)**

Present Occupation _____ Firm Name _____ Address _____ From _____ To _____

Present Occupation _____ Firm Name _____ Address _____ From _____ To _____

Party 1 – Residences for the Last 10 Years (attach additional page, if necessary)

Number and Street _____ City, State, Zip Code _____ From _____ To _____

Number and Street _____ City, State, Zip Code _____ From _____ To _____

Party 2 – Occupations for the Last 10 Years (attach an additional page, if necessary)

Present Occupation _____ Firm Name _____ Address _____ From _____ To _____

Present Occupation _____ Firm Name _____ Address _____ From _____ To _____

Party 2 – Residences for the Last 10 Years (attach additional page, if necessary) (if same as Party 1, write "same")

Number and Street _____ City, State, Zip Code _____ From _____ To _____

Number and Street _____ City, State, Zip Code _____ From _____ To _____

Have any of the above parties owned or operated a business? ☐ No ☐ Yes If yes, please list name(s): _____**I have never been** adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property except as follows: _____**The undersigned declare under penalty of perjury that the above information is true and correct (all parties must sign)**

Phone(s) # _____

E-Mail: _____

Phone(s) # _____

E-Mail: _____

Party 1 Signature _____

Date _____

Party 2 Signature _____

Date _____

OWNER'S AFFIDAVIT AND INDEMNITY

Order Number: C129911

Address/Location: 76 Little John Lane, Westlake Village, CA 91361-4806

APN: 2057-025-007

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer as shown in preliminary title report, and its policy issuing agent Priority Title-Camarillo (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").

2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows:

(if none, please state "None")

3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following:

(if none, please state "None")

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following:

(if none, please state "None")

5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.

6. There are no pending contemplated repairs/improvements to the Property, except the following:

(if none, please state "None")

7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows:

(if none, please state "None")

8. Affiant is not aware of the existence of any of the following:
- a. Improvements encroaching into any easements or over any boundary lines of the Property.
 - b. Adjoining property improvements encroaching onto the Property.
 - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
 - e. Pending repairs/improvements to the adjacent street(s).
 - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
 - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
 - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8k, except as follows:

-
9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following:
(if none, please state "None")

-
11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the list below.

Creditor

Approximate Balance

12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following:
(if none, please state "None")

13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following:
(if none, please state "None")
-

14. Accessory dwelling unit, sometimes referred to as an in-law or mother-in-law unit, secondary dwelling unit, or granny flat, has ever been constructed on, or added to, the Property.
☐ Yes ☐ No

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds the Underwriter and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Date:

Matthew Young

Jie Wen Zhou

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

State of California	)	
	) ss.	
County of _____	)	

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.

Notary Signature

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. 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 notice 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, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 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 their 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.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

Part One:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- | | |
|----------------------------|----------------------------|
| * land use | * land division |
| * improvements on the land | * environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.