



5030 Camino De La Siesta #100
San Diego, CA 92108 • (619) 299-4800

as Agent for Title Resources Guaranty Company
California Department of Insurance License No. 5128-4

CORINTHIAN TITLE & ESCROW
5030 CAMINO DE LA SIESTA, STE 100
SAN DIEGO, CA 92108
ATTN: .

ORDER NO.: 133214-AF

PROPERTY: 320 GRAPEVINE ROAD #102, VISTA, CA
92083



PRELIMINARY REPORT

In response to the above referenced application for a Policy of Title Insurance, Corinthian Title Company, Inc. 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

This report (and any supplements or amendments thereto) 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 14, 2026 at 7:30am

Title Officer: Adam Fukushima
Title Officer Phone: 619-299-4800
Title Officer Fax: 619-872-9333
Title Officer Email: teamadam@corinthiantitle.com

ORDER NUMBER: 133214-AF

Corinthian Title Company, Inc.

By 
Authorized Signatory

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

**ALTA Homeowner's Pol. 1-4 Family Res. 7/01/2021
ALTA Loan Policy (7/01/2021)**

SCHEDULE A

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

A CONDOMINIUM, as defined in Section 783 of the California Civil Code, in Fee Simple.

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

ETHAN CRAIG WALKER AND ZOE CAPPER, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of SAN DIEGO, State of CALIFORNIA, and is described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

AN UNDIVIDED 1/15TH INTEREST IN AND TO LOT 1 OF VISTA TRACT NO. 80-24, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10269, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 24, 1981. EXCEPTING THEREFROM THE FOLLOWING:

(A) ALL LIVING UNITS SHOWN UPON THE CONDOMINIUM PLAN OF VISTA LAS FLORES RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, CALIFORNIA, ON AUGUST 15, 1984 AS FILE NO. 84-311375 OF OFFICIAL RECORDS.

(B) THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS GARAGE, PARKING SPACE, STORAGE SPACE, PATIO, AND DECK, AS SHOWN UPON THE CONDOMINIUM PLAN ABOVE REFERRED TO.

PARCEL 2:

LIVING UNIT NO. 102, AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF LOT 1 DESCRIBED IN PARCEL 1 ABOVE, DESIGNATED AS G-102, P-102, S-102, PA-102 AND D-102, AS SHOWN UPON THE ABOVE REFERRED TO PLAN WHICH ARE APPURTENANT TO PARCELS 1 AND 2 ABOVE DESCRIBED.

Assessor's Parcel Number: **166-690-31-02**

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. **General and Special City and/or County taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2025-2026:

1st Installment:	\$3,234.48 PAID
2nd Installment:	\$3,234.48 PAID
Land:	\$294,008.00
Improvements:	\$210,992.00
Exemption:	\$0.00 HOMEOWNERS
Code Area:	12004

Assessment No.: 166-690-31-02

- B. IF TAXES ARE POSTED PAID WITHIN 30 DAYS OF CLOSING, UNLESS PAID BY IMPOUND, PROOF OF CLEARED FUNDS WILL BE REQUIRED OR THE TAX AMOUNT PLUS ANY PENALTIES WILL BE HELD FOR 30 DAYS PAST THE POSTED DATE.

- C. **Supplemental taxes** for the fiscal year 2024 issued pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State California:

Total:	\$575.70
1st Installment:	\$287.85 PAID
Due Date:	07/31/2025
Penalty Amount:	\$28.78
2nd Installment:	\$287.85 PAID
Due Date:	12/01/2025
Penalty Amount:	\$38.78
Code Area:	12004
Parcel No.:	849-442-80-54

- D. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

Exceptions:

1. **Please note** that Corinthian Title Company may require use of a new ID Verification tool on the following transaction types: vacant land, non-owner occupied property, unencumbered property, hard money loans or a questionable transaction regarding identity verification. Please contact your Title Officer if you have additional questions.

SCHEDULE B
(CONTINUED)

2. **ATTENTION ESCROW HOLDER:** Due to Seller Impersonation Fraud and Notary Impersonation Fraud, Corinthian Title Company, Inc. requires that all conveyance and encumbrance recording documents associated with this transaction be notarized by a trusted Notary Public chosen and scheduled by the escrow officer associated with this file and not the seller, buyer or borrower. The company will require a statement from the escrow officer that they identified and scheduled the trusted Notary Public associated with the signing of the conveyance and/or encumbrance documents. The company also requires the escrow officer associated with this transaction to notify Corinthian Title Company, Inc. prior to closing if they did not choose and schedule the Notary Public for any of the before mentioned documents. If so please contact your Title Officer as Corinthian Title Company, Inc. will require additional information to confirm the identity of the signor and Notary Public.
3. **Water rights, claims or title to water** in or under said land, whether or not shown by the public records.
4. **Matters in various instruments of record** which contain, among other things, easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, power, telephone and other purposes, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

Also the equitable right of use and enjoyment in and to and throughout the common area as well as non-exclusive easements and equitable rights for ingress, egress to the owner herein described.

Reference is hereby being made to various documents and maps of record for full and further particulars.

5. **Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens** provided by applicable condominium law or the Condominium Declaration and Bylaws recorded [September 02, 1927 IN BOOK 1381, PAGE 143 OF DEEDS](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. The Condominium Declaration and Bylaws also provide that any violation thereof shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: 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, veteran or military status, 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.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

SCHEDULE B
(CONTINUED)

6. **Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens** provided by applicable condominium law or the Condominium Declaration and Bylaws recorded [December 24, 1928 IN BOOK 1565, PAGE 217 OF DEEDS](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. The Condominium Declaration and Bylaws also provide that any violation thereof shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

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Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

7. **Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens** provided by applicable condominium law or the Condominium Declaration and Bylaws recorded [December 29, 1928 IN BOOK 1574, PAGE 132 OF DEEDS](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. The Condominium Declaration and Bylaws also provide that any violation thereof shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: 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, veteran or military status, 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.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

SCHEDULE B
(CONTINUED)

8. **Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens** provided by applicable condominium law or the Condominium Declaration and Bylaws recorded [December 28, 1928 IN BOOK 1568, PAGE 231 OF DEEDS](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. The Condominium Declaration and Bylaws also provide that any violation thereof shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: 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, veteran or military status, 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.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

9. **Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens** provided by applicable condominium law or the Condominium Declaration and Bylaws recorded [August 15, 1984 AS INSTRUMENT NO. 1984-311376 OF OFFICIAL RECORDS](#), but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. The Condominium Declaration and Bylaws also provide that any violation thereof shall not defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value.

Note: Section 12956.1 of the Government Code provides the following: 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, veteran or military status, 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.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

SCHEDULE B
(CONTINUED)

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

Amount: \$515,857.00
Dated: 12/21/2024
Trustor: ETHAN CRAIG WALKER AND ZOE CAPPER, HUSBAND AND WIFE AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
Trustee: DAVID E. FENNELL, ESQ., NORTHWEST TRUSTEE SERVICES
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY
AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, LLC
Recorded: [December 26, 2024 AS INSTRUMENT NO. 2024-0355537 OF OFFICIAL
RECORDS](#)
Loan No.: 1224859264

11. **We will require a Statement of Information** from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: ETHAN CRAIG WALKER AND ZOE CAPPER

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

FAILURE TO PROVIDE THE STATEMENT(S) OF INFORMATION IN A TIMELY MANNER MAY DELAY THE CLOSING OF THIS TRANSACTION.

12. **We will require a Statement of Information** from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: BUYERS

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

FAILURE TO PROVIDE THE STATEMENT(S) OF INFORMATION IN A TIMELY MANNER MAY DELAY THE CLOSING OF THIS TRANSACTION.

END OF EXCEPTIONS

Typist Initials: LT

NOTES AND REQUIREMENTS

1. If the contemplated Insured (Buyer) to be named in Schedule A of the policy is not a natural person, an "ALTA Homeowner's Policy of Title Insurance" will NOT be available for issuance and a "CLTA Standard Coverage Policy" may be issued. A natural person is a human being, not a commercial or legal organization or entity. Natural person includes a trustee of a trust, even if the trustee is not a human being. Contact the Corinthian Title Company title officer named on this Preliminary Title Report with any questions.
2. None of the items in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
3. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said land a CONDOMINIUM known as 320 GRAPEVINE ROAD #102, VISTA, CALIFORNIA to an extended coverage policy.
4. **There are NO conveyances** affecting said land, recorded with the County Recorder within 24 months of the date of this report.
5. **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.
6. **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 thereof are **not** included within the demand statement, then Corinthian Title Company, Inc. 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.
7. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a 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 face type 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.

END OF NOTES AND REQUIREMENTS

Corinthian Title Company, Inc.

**Privacy Policy Notice
PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with nonaffiliated third parties unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Corinthian Title Company, Inc..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Notice of Available Discounts

Title Resources Guaranty Company is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one-to-four family dwelling.

Such discounts apply to and include:

- Property located within an area proclaimed a state or federal disaster area;
- Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;
- Property being refinanced.

Please talk to your escrow or title officer to determine your qualification for any of these discounts.

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE – 2021

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.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

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:	<u>1%</u> of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	<u>1%</u> of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	<u>1%</u> of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	<u>1%</u> of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

COVERED RISKS

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

The covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. Judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition, or restriction, which occurred before Your acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement 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; or
 - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures which encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date – other than boundary walls or fences – which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in the Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

We will not pay for any part of the legal action which is not based on a Covered Risk or which is expected or excluded from coverage in the Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

2021 ALTA LOAN POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are expressly 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.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 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. Rights of eminent domain. This exclusion does not modify or limit the coverage provided under Covered Risk 7.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Policy Date, 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 Policy Date (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Policy Date.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law, any consumer protection law or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or for any reason not stated in Covered Risk 13.b. of this policy.
 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Policy Date and the Date of Recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 2 .b. or 11.b.
 9. 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. If a document identified as an Exception or otherwise referred to in this policy contains a provision that under applicable law, illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, then that illegal provision is repudiated and not published or republished. Only the remaining provisions of the document are excepted from coverage.

PART I

This policy does not insure against loss or damage and We 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 Loan 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.

PART II

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

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

AN UNDIVIDED 1/15TH INTEREST IN AND TO LOT 1 OF VISTA TRACT NO. 80-24, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10269, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 24, 1981. EXCEPTING THEREFROM THE FOLLOWING:

(A) ALL LIVING UNITS SHOWN UPON THE CONDOMINIUM PLAN OF VISTA LAS FLORES RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, CALIFORNIA, ON AUGUST 15, 1984 AS FILE NO. 84-311375 OF OFFICIAL RECORDS.

(B) THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS GARAGE, PARKING SPACE, STORAGE SPACE, PATIO, AND DECK, AS SHOWN UPON THE CONDOMINIUM PLAN ABOVE REFERRED TO.

PARCEL 2:

LIVING UNIT NO. 102, AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF LOT 1 DESCRIBED IN PARCEL 1 ABOVE, DESIGNATED AS G-102, P-102, S-102, PA-102 AND D-102, AS SHOWN UPON THE ABOVE REFERRED TO PLAN WHICH ARE APPURTENANT TO PARCELS 1 AND 2 ABOVE DESCRIBED.

Assessor's Parcel Number: **166-690-31-02**

STATEMENT OF INFORMATION

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO. _____

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

THE STREET ADDRESS of the property in this transaction is:

ADDRESS: _____ CITY: _____

IMPROVEMENTS: ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL

OCCUPIED BY: ☐ OWNER ☐ LESSEE ☐ TENANTS

ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION? ☐ YES ☐ NO

PARTY 1:

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

SOCIAL SECURITY NUMBER DRIVERS LICENSE

CURRENT MARITAL STATUS: ___ SINGLE ___ MARRIED ___ UNMARRIED

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER

PARTY 2:

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

SOCIAL SECURITY NUMBER DRIVERS LICENSE

DATE OF MARRIAGE/DIVORCE: _____

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

NUMBER AND STREET CITY FROM TO

OCCUPATION(S) FOR LAST 10 YEARS

PARTY 1:

PRESENT OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

PRIOR OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

PRIOR OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

PARTY 2:

PRESENT OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

PRIOR OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

PRIOR OCCUPATION FIRM NAME & ADDRESS NO.OF YEARS

THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON _____ (DATE), AT _____ (CITY).

BY: _____

PRIMARY TELEPHONE: _____

ALTERNATE TELEPHONE: _____

EMAIL: _____

BY: _____

PRIMARY TELEPHONE: _____

ALTERNATE TELEPHONE: _____

EMAIL: _____

Recording Requested By:

When Recorded Mail To:

Restrictive Covenant Modification
(Racial or Otherwise Unlawfully 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 restriction 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 violated 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 a restriction as shown of page(s) _____ of the document recorded on _____ (date) in Book _____ Page _____ Instrument No. _____ of the Official Records of the County of _____.

A certified copy containing the restrictive language is attached hereto and incorporated by reference.

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.

Print Name: _____ (Signature)

Print Name: _____ (Signature)

(Attach Acknowledgment)

County Counsel, pursuant to Government Code
Section 12956.2, hereby states that it has
determined that the original document
☐ Does ☐ Does not
contain an unlawful restriction.

County, County Counsel

By: _____
Deputy County Counsel

Information for processing a “Restrictive Covenant Modification” form:

1. *Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.*
2. *Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.*
3. *Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.*
4. *The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.*
5. *The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.*
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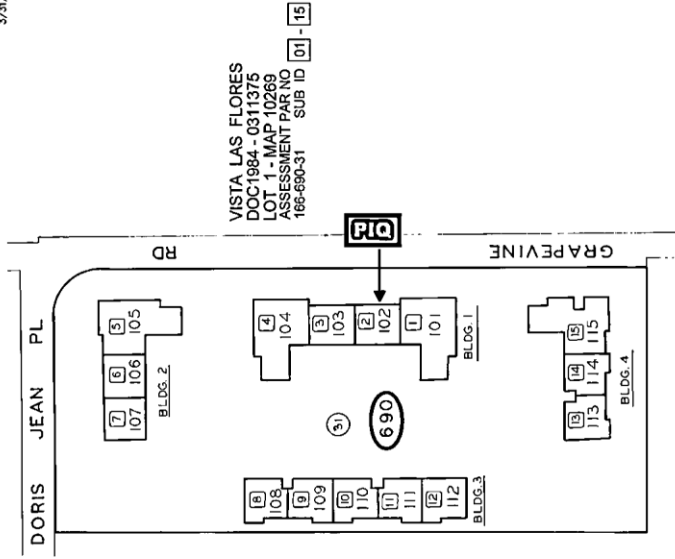
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166-69
SHT 2

NO SCALE

3/31/19 NHC



NOTE: EACH SUB ID INCLUDES
AN UND INT IN COMMON AREA

CONDOMINIUMS

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS
ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS
MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

⊕

SEAL
2-2-19
SAN DIEGO COUNTY
ASSESSOR'S OFFICE
BOOK 166 PG 19 SHT 2