

# EQUITY TITLE COMPANY

801 N. BRAND BOULEVARD, SUITE 400  
GLENDALE, CA 91203  
PHONE: (818) 291-4400  
FAX: (818) 242-9176

DATED AS OF SEPTEMBER 10, 2019 AT 7:30 A.M.

**ESCROW L.A.**  
**11911 SAN VICENTE BLVD., SUITE 300**  
**LOS ANGELES, CA 90049**

**ATTENTION: SHARON SHARP**

**YOUR NO.: 1323 NORTH HAYWORTH F**  
**PROPERTY ADDRESS: 1323 NORTH HAYWORTH**  
**AVENUE #F, WEST HOLLYWOOD, CA 90046**

**ORDER NO.: 3910119-05766**  
**TITLE OFFICER: SCOTT LEGG AND CORY MEZA**  
**EMAIL: glendaleunit50@equitytitle.com**

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## "PRELIMINARY REPORT"

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, **Equity Title Company** HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B ATTACHED. THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAN THAT SET FORTH IN THE ARBITRATION CLAUSE, ALL ARBITRABLE MATTERS SHALL BE ARBITRATED AT THE OPTION OF EITHER THE COMPANY OR THE INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. LIMITATIONS ON COVERED RISKS APPLICABLE TO THE CLTA AND ALTA HOMEOWNER'S POLICIES OF TITLE INSURANCE WHICH ESTABLISH A DEDUCTIBLE AMOUNT AND A MAXIMUM DOLLAR LIMIT OF LIABILITY FOR CERTAIN COVERAGES ARE SET FORTH IN THE POLICY. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE THAT ISSUED THIS REPORT.

**PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT B OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.**

**IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.**

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

ALTA/CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE, IF APPLICABLE, OR  
CLTA/ALTA STANDARD OWNER'S POLICY; AND/OR  
ALTA LOAN POLICY, IF APPLICABLE, OR CLTA STANDARD LOAN POLICY

**A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.**

**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 AS TO PARCELS 1 AND 2; AN EASEMENT MORE PARTICULARLY DESCRIBED AS PARCEL 3.**

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**RICHARD S. GOLDEN, OR HIS SUCCESSOR(S) IN TRUST, AS TRUSTEE OF THE JESSICA MICHELE GOLDEN IRREVOCABLE TRUST U/A/D 6-28-07**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**SEE EXHIBIT "A" ATTACHED HERETO**

**EXHIBIT "A"**

**A CONDOMINIUM COMPRISED OF:**

**PARCEL 1:**

**AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 37077, IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 977 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**EXCEPT UNITS A TO H INCLUSIVE AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED JULY 9, 1981 AS INSTRUMENT NO. 81-686007, OFFICIAL RECORDS.**

**PARCEL 2:**

**UNIT "F" AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.**

**PARCEL 3:**

**A NON-EXCLUSIVE EASEMENT TO BE USED WITH OTHERS FOR ENJOYMENT AND USE OF THOSE CERTAIN COMMON AREA FACILITIES LOCATED ON LOT 1 OF TRACT 37074, AS PER MAP RECORDED IN BOOK 949 PAGES 64 AND 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN EASEMENT DEED RECORDED AUGUST 24, 1982 AS INSTRUMENT NO. 82-852672, OFFICIAL RECORDS.**

**\*\*\*END OF LEGAL DESCRIPTION\*\*\***

**SCHEDULE B**

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2019-2020, A LIEN NOT YET DUE OR PAYABLE.

B. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2018-2019

|                     |            |      |
|---------------------|------------|------|
| TOTAL:              | \$6,749.81 |      |
| FIRST INSTALLMENT:  | \$3,374.91 | PAID |
| PENALTY:            | \$0.00     |      |
| SECOND INSTALLMENT: | \$3,374.90 | PAID |
| PENALTY:            | \$0.00     |      |

ASSESSED VALUATION:

|               |              |
|---------------|--------------|
| LAND VALUE:   | \$274,899.00 |
| IMPROVEMENTS: | \$274,899.00 |
| EXEMPTION:    | \$7,000.00   |

|            |              |
|------------|--------------|
| CODE AREA: | 01319        |
| A. P. NO.: | 5554-004-084 |

C. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY EASEMENTS OR SERVITUDES APPEARING IN THE PUBLIC RECORDS.

AFFECTS: COMMON AREA

3. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS, 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 INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: JUNE 20, 2013 AS INSTRUMENT NO. [20130916533](#), OF OFFICIAL RECORDS.

**4. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS AND ANY OTHER AMOUNTS OR OBLIGATIONS SECURED THEREBY**

**AMOUNT:** \$345,000.00  
**DATED:** OCTOBER 14, 2005  
**TRUSTOR:** JESSICA GOLDEN, A SINGLE PERSON A. KA JESSICA MICHELE GOLDEN  
**TRUSTEE:** FIRST AMERICAN TITLE  
**BENEFICIARY:** ABN AMRO MORTGAGE GROUP, INC., A CORPORATION  
**RECORDED:** OCTOBER 20, 2005 AS INSTRUMENT NO. 05-2526395, OF OFFICIAL RECORDS.  
**LOAN NO.:** 0216159737

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO LASALLE BANK MIDWEST NATIONAL ASSOCIATION BY ASSIGNMENT RECORDED MARCH 7, 2008 AS INSTRUMENT NO. 20080394346, OF OFFICIAL RECORDS.

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO JESSICA GOLDEN, A/K/A JESSICA MICHELE GOLDEN BY ASSIGNMENT RECORDED MAY 5, 2008 AS INSTRUMENT NO. 20080783295, OF OFFICIAL RECORDS.

PLEASE NOTE: IF THIS LOAN IS TO BE PAID AS A SHORT PAY, PLEASE CONTACT THIS OFFICE FOR ADDITIONAL REQUIREMENTS AT LEAST TEN DAYS PRIOR TO CLOSING.

- 5. ANY DEFECT OR INVALIDITY IN THE TITLE OF THE VESTEES IN THE EVENT SUCH TRUST IS INVALID OR FAILS TO CONFER SUFFICIENT POWERS IN THE TRUSTEES, OR IN THE EVENT THERE IS A LACK OF COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE TRUST INSTRUMENTS.**
- 6. ANY DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS WHICH NAME PARTIES WITH THE SAME OR SIMILAR NAMES AS THE VESTEE(S)**

**REQUIREMENTS:**

7. PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE:
- A. THE RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT SUBJECT TO FURTHER REQUIREMENTS OF THIS COMPANY.
- B. THIS TRANSACTION MAY BE SUBJECT TO A CONFIDENTIAL ORDER ISSUED PURSUANT TO THE BANK SECRECY ACT. THE POLICY ISSUING AGENT MUST BE PROVIDED WITH CERTAIN INFORMATION NECESSARY TO COMPLY WITH THE CONFIDENTIAL ORDER PRIOR TO THE CLOSING. THIS TRANSACTION WILL NOT BE INSURED AND THIS ISSUING AGENT AND/OR ITS UNDERWRITER WILL NOT BE INVOLVED IN THE CLOSING AND SETTLEMENT UNTIL THIS INFORMATION IS SUBMITTED, REVIEWED AND FOUND TO BE COMPLETE.
- C. WITH RESPECT TO THE TRUST(S) REFERRED TO HEREIN:
1. A CERTIFICATION PURSUANT TO SECTION 18100.5 OF THE CALIFORNIA PROBATE CODE IN A FORM SATISFACTORY TO THE COMPANY.
2. COPIES OF THOSE EXCERPTS FROM THE ORIGINAL TRUST DOCUMENTS AND AMENDMENTS THERETO, WHICH DESIGNATE THE TRUSTEE AND CONFER UPON THE TRUSTEE THE POWER TO ACT IN THE PENDING TRANSACTION.
3. OTHER REQUIREMENTS WHICH THE COMPANY MAY IMPOSE FOLLOWING ITS REVIEW OF THE MATERIAL REQUIRED HEREIN AND OTHER INFORMATION WHICH THE COMPANY MAY REQUIRE.
- D. THE NAME SEARCH NECESSARY TO ASCERTAIN THE EXISTENCE OF MATTERS REFERRED TO IN ITEM NO. 6 HAS NOT BEEN COMPLETED. IN ORDER TO COMPLETE THIS PRELIMINARY REPORT OR COMMITMENT, WE WILL REQUIRE A STATEMENT OF INFORMATION.

**IMPORTANT: PLEASE FORWARD THE STATEMENT OF INFORMATION TO US AS SOON AS POSSIBLE, BUT NO LATER THAN 10 WORKING DAYS BEFORE CLOSING. THIS WILL HELP TO AVOID ANY LAST MINUTE DELAYS WITH YOUR CLOSING AND RECORDING.**

**\*\*\*END OF SCHEDULE B\*\*\***

## Statement of Information

Equity Title Company maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your title and escrow services. **PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY; INCLUDING SIGNATURES AND DATE. NOT PROVIDING REQUESTED INFORMATION MAY CAUSE A DELAY IN THE CLOSE OF YOUR TRANSACTION. - THANK YOU -**

ESCROW NO. \_\_\_\_\_ TITLE ORDER: 3910119-05766  
NAME \_\_\_\_\_ SOC. SEC. NUMBER \_\_\_\_\_  
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER \_\_\_\_\_  
DATE OF BIRTH \_\_\_\_\_ BIRTHPLACE \_\_\_\_\_ HOME PHONE \_\_\_\_\_

YOUR BUSINESS PHONE \_\_\_\_\_ YOUR CELL PHONE \_\_\_\_\_ YOUR FAX \_\_\_\_\_

YOUR E-MAIL \_\_\_\_\_ SPOUSE/DOMESTIC PARTNER E-MAIL \_\_\_\_\_

LIVED IN USA SINCE \_\_\_\_\_ LIVED IN CALIFORNIA SINCE \_\_\_\_\_

(CIRCLE ONE) NAME OF SPOUSE/  
DOMESTIC PARTNER \_\_\_\_\_ SOC. SEC. NUMBER \_\_\_\_\_  
FIRST FULL MIDDLE NAME LAST DRIVER'S LICENSE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ BIRTHPLACE \_\_\_\_\_ PREVIOUS NAME \_\_\_\_\_

SPOUSE/DOMESTIC PARTNER BUSINESS PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_

LIVED IN USA SINCE \_\_\_\_\_ LIVED IN CALIFORNIA SINCE \_\_\_\_\_

IF MARRIED, OR IN A DOMESTIC PARTNERSHIP, DATE: \_\_\_\_\_ AT \_\_\_\_\_ CITY AND STATE \_\_\_\_\_

PREVIOUS MARRIAGE(S) OR DOMESTIC PARTNERSHIP(S) (if no previous marriage or domestic partnership, write "NONE"):

(CIRCLE ONE) NAME OF FORMER DECEASED DATE \_\_\_\_\_  
SPOUSE/DOMESTIC PARTNER \_\_\_\_\_ DIVORCED WHERE \_\_\_\_\_

(CIRCLE ONE) NAME OF FORMER DECEASED DATE \_\_\_\_\_  
SPOUSE/DOMESTIC PARTNER \_\_\_\_\_ DIVORCED WHERE \_\_\_\_\_

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

CHILDREN:  
NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

(ATTACH ADDITIONAL PAGE, IF NECESSARY)

### INFORMATION COVERING PAST 10 YEARS.

Residence: \_\_\_\_\_  
NUMBER AND STREET CITY ZIP CODE FROM TO

NUMBER AND STREET CITY ZIP CODE FROM TO

Your Employment: \_\_\_\_\_  
NUMBER AND STREET CITY ZIP CODE FROM TO

FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

Spouse/Domestic Partner Employment: \_\_\_\_\_  
FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

FIRM NAME AND ADDRESS CITY ZIP CODE FROM TO

### HAVE YOU OR YOUR SPOUSE/DOMESTIC PARTNER OWNED OR OPERATED A BUSINESS?

☐ YES ☐ NO IF SO, PLEASE LIST NAMES \_\_\_\_\_

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 STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: 1323 N HAYWORTH Ave

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

Date: \_\_\_\_\_ X \_\_\_\_\_  
(SIGNATURE)

Date: \_\_\_\_\_ X \_\_\_\_\_  
(SPOUSE/DOMESTIC PARTNER SIGNATURE)

Commission Expiration Date:

## Owners Affidavit:

In connection with the property located at: 1323 N HAYWORTH Ave Unit F  
West Hollywood, CA

The undersigned Owner(s) (if more than one, each jointly and severally) ("OWNER") of the above described Property, makes the following statements, declarations, representations and warranties to Equity Title Company ("Company") and to Underwriter:

[ \_\_\_\_ ] 1. Owner warrants and represents that I/we is/are the owner of the property, that they have no pending court proceedings including but not limited to bankruptcies or unsatisfied judgment(s) of record, or in any court. No State of California, Federal, or any other tax liens filed or taxes assessed against them which may result in liens against the real property involved in this transaction, including notices, citations and violations imposed by the covenants, conditions and restrictions, bylaw and rules and regulations of any homeowners' association.

[ \_\_\_\_ ] 2. Owner represents that they have not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property.

[ \_\_\_\_ ] 3. Owner represents that they know of no claims, encroachments, rights, interests, easements, rights of way, liens, agreements, notices, options, contracts, HOA charges or fees, HOA liens, or other matters affecting the Property, whether verbal, written, unrecorded, or appearing in the public records.

[ \_\_\_\_ ] 4. Owner represents that they have not leased, permitted or granted to any other person or entity, verbally, in writing or otherwise, any right to use, possess, occupy or inhabit the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property.

[ \_\_\_\_ ] 5. Owner understands that Title Company and Underwriter will rely on the statements, declarations, representations and warranties herein to close the transaction of which this affidavit and report referenced herein are material parts, and to issue a policy or policies of title insurance on the Property, and Owner agrees to indemnify and hold Title Company and/or Underwriter harmless from and against any loss or damage either or both may sustain, including, but not limited, to reasonable attorney's fees and all court costs should any of the statements, declarations, representations and warranties herein be incorrect.

EXCEPTIONS: [ \_\_\_\_ ] There are no exceptions to the above statements

[ \_\_\_\_ ] The only exceptions to the above statements are:

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

## NOTES:

**WE DEPOSIT FUNDS RECEIVED ON YOUR BEHALF IN STATE OR FEDERALLY-CHARTERED BANKS THAT ARE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). THE ACCOUNT IS CURRENTLY HELD AT COMERICA BANK.**

**FDIC DEPOSIT INSURANCE COVERAGE APPLIES TO A MAXIMUM AMOUNT OF \$250,000 PER DEPOSITOR FOR DEPOSITS HELD IN THE SAME LEGAL OWNERSHIP CATEGORY AT EACH BANK. FOR EXAMPLE, FUNDS HELD ON YOUR BEHALF IN AN ACCOUNT MAINTAINED BY US WILL BE COMBINED WITH ANY INDIVIDUAL ACCOUNTS HELD DIRECTLY BY YOU AT THE SAME BANK. YOU ARE RESPONSIBLE FOR MONITORING THE TOTAL AMOUNT OF DEPOSITS THAT ARE OWNED DIRECTLY OR INDIRECTLY BY YOU IN ANY ONE BANK.**

**IF YOU HAVE QUESTIONS ABOUT FDIC DEPOSIT INSURANCE, CONTACT YOUR FINANCIAL OR LEGAL ADVISORS OR GO TO [HTTP://WWW.FDIC.GOV/DEPOSIT/DEPOSITS/INDEX.HTML](http://www.fdic.gov/deposit/deposits/index.html). WE DO NOT GUARANTEE THE SOLVENCY OF ANY BANK INTO WHICH FUNDS ARE DEPOSITED AND WE ASSUME NO LIABILITY FOR ANY LOSS YOU INCUR DUE TO THE FAILURE, INSOLVENCY OR SUSPENSION OF OPERATIONS OF ANY BANK OR THE \$250,000 FDIC DEPOSIT INSURANCE LIMIT.**

**UNLESS OTHERWISE AGREED IN WRITING, EACH OF THE PRINCIPALS AGREES, UNDERSTANDS AND ACKNOWLEDGES THAT: THE ESCROW ACCOUNT IS NON-INTEREST-BEARING; NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO ANY OF THE PRINCIPALS WITH RESPECT TO SUCH FUNDS' AND Equity Title Company AND ITS AFFILIATES MAY INSTEAD RECEIVE DIRECT AND INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO Equity Title Company FOR ITS SERVICES AS AN ESCROW HOLDER IN THIS TRANSACTION.**

**NOTE:** IF APPLICABLE, AND UNLESS OTHERWISE DIRECTED IN WRITING, Equity Title Company ISSUES THE **ALTA HOME OWNER'S POLICY** ON RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**NOTE:** THIS COMPANY REQUIRES CURRENT BENEFICIARY DEMANDS PRIOR TO CLOSING. NO PAYOFFS WILL BE MADE USING "VERBAL" FIGURES

**NOTE:** EFFECTIVE JANUARY 1, 1990, ASSEMBLY BILL 512, ENACTED AS CHAPTER 598, WILL ADD SECTION 12413.1 TO THE CALIFORNIA INSURANCE CODE DEALING WITH THE "GOOD FUNDS" ISSUE. FUNDS DEPOSITED BY:

- ☐ CASH AND BY ELECTRONIC TRANSFER (WIRED FUNDS) WILL BE AVAILABLE FOR SAME DAY DISBURSEMENTS.
- ☐ CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS WILL BE AVAILABLE FOR NEXT DAY DISBURSEMENTS.
- ☐ ALL OTHER TYPES OF CHECKS WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DAY PROVIDED IN REGULATION CC ADOPTED BY THE FEDERAL RESERVE BOARD OF GOVERNORS.
- ☐ A DRAFT WILL NOT BE AVAILABLE FOR DISBURSEMENT UNTIL THE DRAFT HAS BEEN SUBMITTED FOR COLLECTION AND PAYMENT RECEIVED BY OUR BANK.

**PLEASE NOTE:** THIS COMPANY WILL MAKE DISBURSEMENTS ONLY IN THE SAME MANNER AS WHICH FUNDS ARE RECEIVED. SHOULD THIS COMPANY BE REQUESTED TO MAKE ANY DISBURSEMENTS BY ELECTRONIC TRANSFER (WIRED FUNDS), THIS COMPANY WILL REQUIRE FUNDS TO BE DEPOSITED TO OUR ACCOUNT BY ELECTRONIC TRANSFER.

# EQUITY TITLE COMPANY

801 N. BRAND BOULEVARD, SUITE 400  
GLENDALE, CA 91203  
PHONE: (818) 291-4400

YOUR NO.:

OUR NO.: 3910119-05766

DATE: SEPTEMBER 10, 2019 AT 7:30 A.M.

SCOTT LEGG AND CORY MEZA, TITLE OFFICER

## LENDERS SUPPLEMENTAL REPORT

THE ABOVE NUMBERED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

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 116.2 ATTACHED.

WHEN ISSUED, THE CLTA ENDORSEMENT FORM 116.2 WILL REFERENCE A RESIDENTIAL CONDOMINIUM UNIT

KNOWN AS

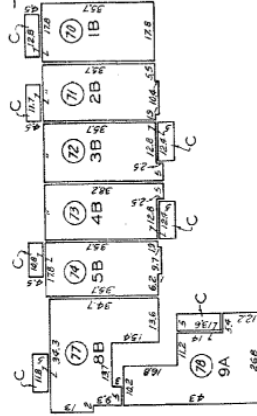
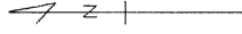
**1323 NORTH HAYWORTH AVENUE #F, IN THE CITY OF WEST HOLLYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.**

ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

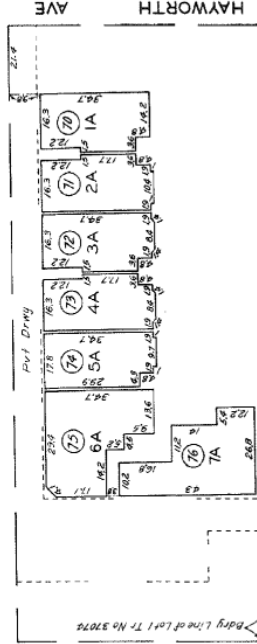
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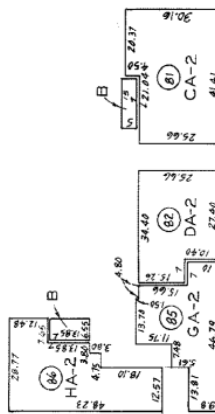
REVISED  
8/30/04/07 - 84  
8/10/05/04 - 84



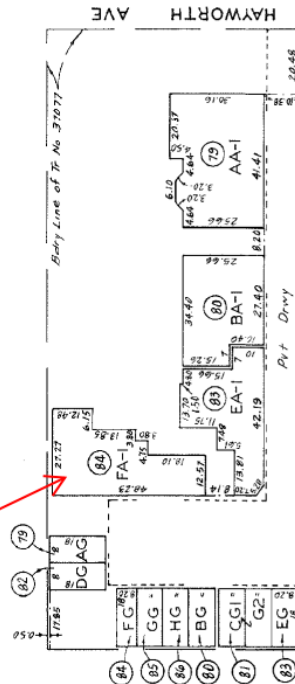
2ND LEVEL



1ST LEVEL



2ND FLOOR



1ST FLOOR

SUBDIVISION OF AIRSPACE  
CONDOMINIUM TRACT NO 37077

For common area see sheet 1.  
See Recorded Condominium Plans for elevations of units.

SUBDIVISION OF AIRSPACE  
CONDOMINIUM TRACT NO 37074

For common area and note on dimensions see sheet 1.  
See Recorded Condominium Plans for elevations of units.

This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the company assumes no liability for any loss occurring by reason of reliance thereon.

# FACTS

## WHAT DOES Equity Title Company DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and credit card or other debt
- checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Equity Title Company chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does Equity Title Company share? | Can you limit this sharing? |
|--|----------------------------------|-----------------------------|
| For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                              | No                          |
| For our marketing purposes—to offer our products and services to you   | No                               | We don't share              |
| For joint marketing with other financial companies   | No                               | We don't share              |
| For our affiliates' everyday business purposes—information about your transactions and experiences   | Yes                              | No                          |
| For our affiliates' everyday business purposes—information about your creditworthiness   | No                               | We don't share              |
| For our affiliates to market to you  | No                               | We don't share              |
| For nonaffiliates to market to you   | No                               | We don't share              |

### Questions?

[www.titleresources.com](http://www.titleresources.com)

## Who we are

|                               |                      |
|-------------------------------|----------------------|
| Who is providing this notice? | Equity Title Company |
|-------------------------------|----------------------|

## What we do

|  |  |
|--|--|
| How does Equity Title Company protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  |
| How does Equity Title Company collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ apply for insurance or pay insurance premiums</li> <li>■ provide your mortgage information or show your driver's license</li> <li>■ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>        |
| Why can't I limit all sharing?                                 | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |

## Definitions

|                 |   |
|-----------------|---|
| Affiliates      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul> |
| Nonaffiliates   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Equity Title Company does not share with nonaffiliates so they can market to you</i></li> </ul>  |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Equity Title Company does not share with nonaffiliated financial companies for joint marketing purposes</i></li> </ul>  |

**Equity Title Company**  
**Available Discounts**

Equity Title 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 residential dwelling.

Such discounts could apply to:

- 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 with your title officer to determine your qualification for any of these discounts.

**EXHIBIT B (Revised 11-01-2014)**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (Revised 04/08/14)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building 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 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 the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by 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.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B PART 1**

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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 / ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE 2013 (Revised 12/02/13)**

Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

**EXCLUSIONS FROM COVERAGE**

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

**3. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12/02/13)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations.  
This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### 4. 2006 ALTA LOAN POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

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

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

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

##### EXCEPTIONS FROM COVERAGE

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

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

#### 5. 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

##### EXCEPTIONS FROM COVERAGE

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

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