



Contact Information:
WFG National Title Insurance Company
2860 Zanker Road, Suite 203
San Jose, CA 95134
Phone: (408) 560-3000
Fax: (408) 608-1900
E-mail: jessleemontoya@wfgtitleco.com

PRELIMINARY REPORT

Escrow Officer: **Jess Lee Montoya**

Ramiro Rodriguez
Supreme Realty
2150 Trade Zone Blvd Suite 204A
San Jose, CA 95131

Order No.: 18-202855

Property Address:
1062 Summerplace Drive
San Jose, CA 95122

APN: 477-69-320

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance 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 of describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien, or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit One attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit One. 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 One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. 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 or policies of title insurance contemplated by this report is/are:

ALTA® HomeOwner's Policy (12-02-13)
ALTA® Ext Loan Policy (06-17-06)
Issued by WFG National Title Insurance Company

Dated as of: **July 26, 2018 at 7:30 am**

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 Parcel(s) One, Two and Three; an easement as more particularly described herein as to Parcel(s) Four, Five, Six, Seven and Eight

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

Ferdinand Habon and Diwata Habon, husband and wife as joint tenants

[view image](#)

The land referred to in this report is situated in the State of California, County of Santa Clara, and is described as follows:

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

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

UNIT NO. 184 IN BUILDING COMMON AREA PARCEL 21 (THE "BUILDING") AS DEPICTED UPON THAT CERTAIN CONDOMINIUM PLAN (THE "PLAN") RECORDED ON OCTOBER 25, 1991 IN BOOK L904, PAGE 1864 AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERSIDE A COMMON INTEREST DEVELOPMENT (THE "DECLARATION") RECORDED OCTOBER 25, 1991 IN BOOK L904, PAGE 1886, ALL OF OFFICIAL RECORDS, SANTA CLARA COUNTY, SAID UNIT AND BUILDING BEING SITUATED ON LOT 2 AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 6673" (THE "MAP"), WHICH MAP WAS FILED FOR RECORD ON JANUARY 15, 1981 IN BOOK 478 OF MAPS, AT PAGE 34 TO 37 INCLUSIVE, SANTA CLARA COUNTY RECORDS, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 6, 1983 IN BOOK H870, PAGE 372 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

EXCEPTING AND RESERVING THEREFROM EASEMENTS AS DEFINED IN THE DECLARATION.

PARCEL TWO:

AN UNDIVIDED 1/8 INTEREST IN THE BUILDING COMMON AREA PARCEL 21 DESCRIBED IN PARCEL ONE ABOVE, AS DEFINED IN THE "DECLARATION" AND AS DEPICTED ON THE "PLAN", AND FURTHER DEFINED IN THE "ANNEXATION".

EXCEPTING THEREFROM AND RESERVING THE FOLLOWING:

1. ALL THE CONDOMINIUM UNITS DEPICTED ON THE "PLAN" AND DEFINED IN THE "DECLARATION" AND THE "ANNEXATION" OTHER THAN THE UNIT DESCRIBED IN PARCEL ONE ABOVE.
2. THE EXCLUSIVE USE COMMON AREAS AS DEFINED IN THE "DECLARATION" AND THE "ANNEXATION" AND/OR DEPICTED ON THE "PLAN" WHICH ARE SET ASIDE AND ALLOCATED FOR THE EXCLUSIVE USE OF THE OWNERS OF CONDOMINIUMS OTHER THAN THE CONDOMINIUM UNIT DESCRIBED IN PARCEL ONE ABOVE.
3. A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT OVER UPON AND THROUGH THE BUILDING COMMON AREA PARCEL 21 APPURTENANT TO ALL UNITS LOCATED IN THE BUILDING DESCRIBED IN PARCEL ONE ABOVE AS SUCH EASEMENTS ARE DEFINED IN THE "DECLARATION".

PARCEL THREE:

AN UNDIVIDED 1/128TH INTEREST IN LOT 2 ("PROJECT COMMON AREA") AS SHOWN ON THE MAP AND AS FURTHER DEFINED IN THE "DECLARATION".

FURTHER EXCEPTING THEREFROM BUILDING COMMON AREA PARCELS 19, 20, 21, 22 AND 24 AND THE UNITS CONTAINED THEREIN, AND FUTURE PHASE CONDOMINIUM PARCELS 13 THROUGH 18, INCLUSIVE, AND THE UNITS CONTAINED THEREIN AND FUTURE PHASE CONDOMINIUM PARCELS 23, 25 AND 26, INCLUSIVE, AND THE UNITS CONTAINED THEREIN, ALL AS SHOWN ON THE "PLAN" AND FURTHER DEFINED IN THE "DECLARATION".

ALSO EXCEPTING THEREFROM, THE UNDERGROUND WATER, WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED IN THE DEED FROM NEWPORT EQUITIES TRUST, A CALIFORNIA BUSINESS TRUST, TO SAN JOSE WATER WORKS, A CALIFORNIA CORPORATION. RECORDED JULY 10, 1981 IN BOOK G207, PAGE 266, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM, THE UNDERGROUND WATER, WITHOUT THE RIGHT OF SURFACE ENTRY, AS GRANTED IN THE DEED FROM NEWPORT EQUITIES TRUST, A CALIFORNIA BUSINESS TRUST, TO SAN JOSE WATER WORKS, A CALIFORNIA CORPORATION, RECORDED JULY 10, 1984 IN BOOK 1220, PAGE 649, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

ALSO EXCEPTING AND RESERVING THEREFROM, ALL MINERALS, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER WHICH MAY BE PRODUCED FROM SAID LOT WHICH UNDERLIE A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LOT FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LOT BY MEANS, OF MINES, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LOT, IT BEING UNDERSTOOD THAT THE OWNER OF SAID MINERALS, OIL, GAS PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NOT RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LAND LOT FOR ANY PURPOSE WHATSOEVER.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT OF THE BUILDING COMMON AREA PARCEL IN WHICH THE UNIT IS SITUATED, SAID BUILDING COMMON AREA PARCEL IS SHOWN ON THE "PLAN" AND FURTHER DEFINED IN THE "DECLARATION" AND "ANNEXATION".

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT OVER, UPON AND THROUGH THE PROJECT COMMON AREA AS DEFINED IN THE "DECLARATION".

PARCEL SIX:

THE EXCLUSIVE RIGHT TO USE AND ENJOYMENT OF THE APPURTENANT "EXCLUSIVE USE COMMON AREAS" AS DEFINED IN THE "DECLARATION" AND AS DEPICTED ON THE "PLAN", WHICH ARE ATTACHED TO SAID UNITS OR ASSIGNED BY A LETTER AND A CORRESPONDING UNIT NUMBER DESCRIBED IN PARCEL ONE ABOVE.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS OVER AND UPON THAT PORTION OF LOT 3 THAT PROVIDES ACCESS TO PARCEL ONE AND TWO ABOVE, AS CREATED IN THAT CERTAIN DEED RECORDED FEBRUARY 27, 1985 IN BOOK J275, PAGE 508 OFFICIAL RECORDS, SANTA CLARA COUNTY, LOT 3 BEING SHOWN UPON THE "MAP" AND AS AMENDED BY THE "CERTIFICATE OF CORRECTION".

PARCEL EIGHT:

THE EXCLUSIVE RIGHT TO THE USE AND ENJOYMENT OF THE "EXCLUSIVE USE COMMON AREA" PARKING SPACE AS DEFINED IN THE "DECLARATION" AND AS DEPICTED ON THE "PLAN", DESIGNATED P-405 AND P-448.

APN: 477-69-320

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

- 1a. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
- 1b. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 1c. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
- 1d. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
- 2. 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 or 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.

- 3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens provided by applicable condominium law or the Condominium Declaration and Bylaws. 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, recorded on October 25, 1991, as Instrument No.: [11106612](#), of Official Records.

Reference is hereby made to said document for full particulars.

Homeowners Association: Summertown Owners Association

- 4. The terms, conditions, provisions and Easement(s) contained in the document entitled Drainage Easement Agreement, recorded on August 12, 1992, as Instrument No. [11493741](#), Official Records.

Reference is hereby made to said document for full particulars.

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

Amount:	\$320,000.00
Dated:	November 23, 2005
Trustor:	Ferdinand Habon, and Diwata Habon, husband and wife as joint tenants
Trustee:	CTC Foreclosure Services Corporation
Beneficiary:	Mortgage Electronic Registration Systems, Inc.
Lender:	America's Wholesale Lender
Recorded:	December 2, 2005
Instrument No.:	18702298 , of Official Records.

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

Amount:	\$40,000.00
Dated:	November 23, 2005
Trustor:	Ferdinand Habon, and Diwata Habon, husband and wife as joint tenants

Trustee: CTC Foreclosure Services Corporation
Beneficiary: Mortgage Electronic Registration Systems, Inc.
Lender: Countrywide Bank, N.A.
Recorded: December 2, 2005
Instrument No.: [18702299](#), of Official Records.

END OF EXCEPTIONS

REQUIREMENTS

- Req. No. 1. Statements of information from all parties to the transaction.
- Req. No. 2. Prior to the issuance of title insurance, it will be necessary that we be furnished a written statement from the Homeowners Association of which said property is a member, which will provide that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing we ask that you obtain and forward said statement at your earliest convenience.
- Req. No. 3. Determination of whether reporting is required under any applicable U.S. Department of Treasury FINCEN Geographic Targeting Order (GTO) and, if reporting under the GTO is required, providing to the Company the information and identity documents required to comply with the GTO and complete the report.

NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.
- Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Note 11: 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, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference **Condominium/Townhome**

known as

1062 Summerplace Drive, City of San Jose, County of Santa Clara, California

Note 12: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None

Note 13: Property taxes for the fiscal year 2017-2018 shown below are paid. For proration purposes the amounts are:

1st Installment:	\$3,069.32
2nd Installment:	\$3,069.32
Parcel No.:	477-69-320 View Taxes
Code Area:	017-172

Exhibit One (Rev. 06-15-14)
CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
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 or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land 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.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of \$2,500 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection,
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

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

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

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

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

PART II

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

2006 ALTA OWNER'S POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance 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 which 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.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

**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, attorneys' fees or expenses which arise by reason of:

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

STATEMENT OF INFORMATION

**CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: 18-202855, ESCROW NO.: 18-202855AND
PROPERTY ADDRESS: 1062 SUMMERPLACE DRIVE, SAN JOSE, CA 95122**

- 1. IMPROVEMENTS:** NONE/VACANT LAND SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL
2. OCCUPIED BY: OWNER TENANTS
3. CONSTRUCTION WITHIN LAST 6 MONTHS? YES NO
 IF YES, INDICATE WORK DONE: _____

PARTY 1	PARTY 2
FIRST _____ MIDDLE <input type="checkbox"/> NONE _____ LAST _____	FIRST _____ MIDDLE <input type="checkbox"/> NONE _____ LAST _____
FORMER LAST NAME(S), IF ANY _____	FORMER LAST NAME(S), IF ANY _____
BIRTHPLACE _____ BIRTH DATE _____	BIRTHPLACE _____ BIRTH DATE _____
SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____	SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____
NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____	NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____

MARRIAGE

SINGLE MARRIED UNMARRIED DATE OF MARRIAGE/DIVORCE: _____

PARTY 1

RESIDENCES FOR LAST 10 YEARS

ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____

PARTY 2

RESIDENCES FOR LAST 10 YEARS

ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____
ADDRESS _____	CITY _____	STATE _____	FROM (DATE) TO (DATE) _____

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____
OCCUPATION _____	FIRM NAME _____	ADDRESS _____	NUMBER OF YEARS _____

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

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

BY _____ BY _____

HOME TELEPHONE: _____ HOME TELEPHONE _____

BUSINESS TELEPHONE _____ BUSINESS TELEPHONE _____

EMAIL _____ EMAIL _____

**Disclosure to Consumer of Available Discounts
Pursuant to California Code of Regulations Section 2355.3**

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

**Electronic Commerce
Group Title Discount Program
First Time Buyer(s)
Senior Citizen Rate
U.S. Military Rate
Consumer Direct Rates
Disaster Loans**

**Expedited/Electronic Refinance Rates
Lender Special Rates 1, 2, 3
Limited Escrow Rates
Home Equity Escrow Rate
REO Escrow Rate
Group Rate Escrow Discount**

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.



ABOUT YOUR PRIVACY

At WFG, we believe it is important to protect the privacy and confidences of our customers. This notice is intended to explain how we collect, use, and protect any information that we may collect. It will explain the choices you may make about the use of that information.

What Information Do We Collect About You?

We collect certain types of information about you. This may consist of:

- Your name, address, and telephone number.
- Your email address.
- Your social security or government ID numbers.
- Your financial information.

We collect this information from:

- The application or other forms you fill out with us.
- The correspondence you and others direct to us.
- Our transactions with you.
- Others involved in your transaction, including the real estate agent or lender.

In some cases, we collect information from third parties. For instance, we may receive real estate information from local assessor's offices.

How Do We Use This Information?

We use the information we collect to respond to your requests. **WE DO NOT SHARE** your information with other companies.

How Can You "Opt Out?"

We do not share your information so there is no need to opt out.

The information We Collect About You On Our Website

When you enter our website, we automatically collect and store certain information. This consists of:

- Your IP Address
- (Internet Protocol Address) and domain name.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.

If you register with us or fill out an on online survey, we will collect additional personal information, such as your name, telephone number, email address and mailing address.

Cookie Usage

In order to provide you with customized service, we make use of "cookies." Cookies are essentially files that help us identify your computer and respond to it. You may disable cookies on your own computer, but you may not be able to download online documents unless cookies are enabled.

How We Use Information

The information we collect concerning:

- Your browser
- The time and date of your visit
- The web pages or services you accessed

is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and to help with maintenance.

We use information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

Your Right to See and Correct Information

If you wish to see the information collected about you, please contact your settlement agent.

Children's Policy

We do not knowingly collect information from children under the age of 18. We delete any information that we discover has been provided by children.

Security

--Generally

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys will be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

--Phishing and Pretexting

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will never send you an unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at Compliance@wfgnationaltitle.com.

Oregon Residents

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt out of tracking their internet access (Do Not Track or DNT), we do not currently respond to the various DNT signals.

How to Contact Us

If you have any questions about our privacy policy, please contact WFG:

- By email: Compliance@wfgnationaltitle.com
- By telephone: 800-385-1590
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE
INLAND PROFESSIONAL TITLE LLC D/B/A WFG NATIONAL TITLE COMPANY OF EASTERN WA
WFG NATIONAL TITLE COMPANY OF COLORADO

