



**FILE NUMBER:**

50042294-103

**COMMITMENT VERSION:**

No.1

**PROPERTY ADDRESS:**

11635 91st Place Northeast, #2B, Kirkland, WA 98034

**PARCEL ID:**

2815200040

**LENDER:**

To Be Determined

**BUYER:**

To Be Determined

**SELLER:**

Russell Donald Chiupka, as his separate estate

**COMPANY CONTACT INFORMATION:**

**Title Team:**

Chad Kilburn Title Team, Title Officer

(425) 896-3895 office

(425) 646-3513 fax

cwtitlechad@cwtitle.net

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

**COMMITMENT FOR TITLE INSURANCE**

**Issued By**

**Title Resources Guaranty Company**

**SCHEDULE A**

**1. Effective Date: 02/05/2024 at 8:00 AM.**

**Commitment No.: 50042294-103**

**2. Policy or Policies to be issued:**

|                         |                  |
|-------------------------|------------------|
| ALTA Homeowner's Policy | Short Term       |
| PROPOSED INSURED:       | To Be Determined |
| AMOUNT:                 | \$10,000.00      |
| PREMIUM:                | \$440.00         |
| TAX:                    | \$44.44          |
| TOTAL:                  | \$484.44         |

|                   |                              |
|-------------------|------------------------------|
| ALTA Loan Policy  | Extended Purchase Money Loan |
| PROPOSED INSURED: | To Be Determined             |
| AMOUNT:           | \$10,000.00                  |
| PREMIUM:          | \$465.00                     |
| TAX:              | \$46.97                      |
| TOTAL:            | \$511.97                     |

**3. The estate or interest in the Land described or referred to in this Commitment is fee simple**

**4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:**

Russell Donald Chiupka, as his separate estate

**5. The Land Is described as follows: See Exhibit "A" attached hereto.**

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**EXHIBIT "A"**  
**Legal Description**

UNIT 2-B, OF GOAT HILL MANOR, A CONDOMINIUM RECORDED IN VOLUME 64 OF CONDOMINIUMS, PAGES 44 THROUGH 45, INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDED UNDER KING COUNTY RECORDING NO. 8306130734, AND ANY AMENDMENTS THERETO;

SITUATE IN THE CITY OF KIRKLAND, COUNTY OF KING, STATE OF WASHINGTON

**Assessor Parcel Number (APN)**

APN: 2815200040

The address for the Exhibit A above is as follows:

11635 91st Place Northeast, #2B, Kirkland, WA 98034

The property address and APN shown above are not part of the legal description for the title to the land to be insured.

Title companies insure properties based on the legal description (not the property address), and the property address is not a part of the legal description. The property address has been added to this page for reference only.

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## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and duly filed of record. In the event that the county recording office is experiencing delays and is unable to record the closing documents on the date the documents are released for recording, CW Title will, so long as sales proceeds are made available to the seller, issue the policy or policies of title insurance listed in Schedule A as of the date the documents were released for recording.
4. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may have additional requirements or exceptions.
6. This transaction may be subject to an order issued pursuant to the Bank Secrecy Act. The policy issuing agent must be provided with certain information necessary to comply with the 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.

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## SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

### EXCEPTIONS

1. See Schedule B – Section II Standard Exceptions.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS

1. Real estate excise tax pursuant to the authority of RCW Chapter 82.45 and WAC 458-61A, and subsequent amendments thereto.  
For conveyances dated January 1, 2020, and after, the tax rate is determined using a graduated scale based on the selling price of said property.

For all transactions recorded on or after July 1, 2005:

A fee of \$10.00 will be charged on all exempt transactions;

A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due;

2. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency, (1st half delinquent on May 1; 2nd half delinquent on November 1):

Tax Year: 2024

Tax Account No. 2815200040

Amount Billed: \$5,531.71 | Amount Paid: \$0.00 | Amount Due: \$5,531.71

Tax Levy Code: 1708

Assessed Values: Land: \$106,200.00 | Improvements: \$542,800.00 | Total: \$649,000.00

Note: Taxes for the year 2024 have not been certified by the assessor's office and are subject to change.

The King County tax records indicate that the subject property is assessed together with an undivided interest in Limited Common Elements.

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3. Notice of tap or connection charges, including any amendments thereto recorded subsequent to the original notice shown below, which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.  
City/County/Agency: Northshore Utility District  
Recorded as document #9207300895 in the [official records](#)
4. Agreement and the terms and conditions thereof.  
Recorded: on May 8, 1984 as Instrument #8405080655 in the [official records](#)  
Regarding: Community Antenna Television System
5. Regulations and requirements pertaining to the establishment and administration of condominiums as set forth in applicable state statutes, and as set forth in that certain Declaration of Condominium recorded on June 13, 1983 as Instrument #8306130734 in the [official records](#) , including, but not limited to, assessments levied by the condominium owner's association.  
  
And amendment thereto recorded on August 10, 1994 as Instrument #9408100840 in the [official records](#)
6. Provisions set forth on the survey map and plans and amendments thereto recorded on June 13, 1983 as Instrument #8306130733 in the [official records](#) .
7. Easements for ingress, egress, pipelines, public utilities and other incidental purposes that affect the Condominium common areas, as disclosed by instruments of record. This exception only affects that portion of the Condominium property defined as a "Common Element" or "Common Area" by the recorded declaration.
8. Deed of Trust and the terms and conditions thereof:  
Grantor: Russell Donald Chiupka, an unmarried man  
Trustee: CW Title  
Beneficiary: Mortgage Electronic Registration Systems ("MERS"), acting solely as Nominee for Evergreen Moneysource Mortgage Company, as Lender  
Original Amount: \$262,800.00  
Dated: April 7, 2016  
Recorded on April 12, 2016 as Instrument #20160412001551 in the [official records](#)
9. Pending proceedings in King County Superior Court for dissolution of marriage/domestic partnership.  
Petitioner: Natalie Anne Moore  
Respondent: Russell Donald Chiupka  
Cause No.: 23-3-06020-6  
Attorney for Petitioner: Undisclosed  
Attorney for Respondent: Undisclosed
10. The land described in this commitment appears to be residential in nature and may be subject to the provisions of R.C.W. 6.13.010, et seq. (Homestead Statute), provided that the land is occupied as a primary residence. If the land is occupied as a primary residence, R.C.W.6.13.060 requires that all documents conveying or encumbering the land must be executed by each spouse or domestic partner, individually. Alternatively, the Company will accept a deed identifying the non-vested spouse occupying the property as the grantor and the vested spouse as grantee. In the event that the company receives documents to insure that are not executed as required, the company may be unable to record or to insure the transaction. Please contact your title officer if you have any questions.

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**(END OF SPECIAL EXCEPTIONS)**

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## NOTES

1. In the past 36 months, there have been no conveyances of record for the property described in Schedule A herein. Title was acquired by deed recorded as document #20140430001020 in the [official records](#).
2. Title will be vested in parties yet to be disclosed. When title is vested, their title will be subject to matters of record against their names.
3. Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Condominium

Known as:

11635 91st Place Northeast, #2B  
Kirkland, WA 98034 [Map](#)

4. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

UNIT 2-B, OF GOAT HILL MANOR, A CONDOMINIUM

5. The Company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owner's and lender's policies committed for has been inserted in schedule a hereof. The forthcoming owner's policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner.  
The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
6. The matters relating to the questions of survey, rights of parties in possession and unrecorded liens for labor and material have been cleared for the loan policy, which when issued, will contain the ALTA 9-06 endorsement.  
The loan policy offers additional coverage which will not be provided in the owner's policy to be issued, except as specified in the Homeowner's Additional Protection endorsement or in the ALTA 2010 Homeowner's policy.
7. If you would like the company to act as trustee in the proposed deed of trust, please note that CW Title may act as trustee of a deed of trust under RCW 61.24.010(1).
8. The Company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
9. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any Company office.

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10. The policy(ies) of insurance may contain a clause permitting arbitration of claims at the request of either the insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
11. A \$5.23 electronic document recording fee and a \$2.00 mailing fee will be charged for each document recorded.
12. When sending documents for recording via U.S. mail or special courier service, please send to the following address, unless specific arrangements have been made with your title unit:

CW Title Recording  
11201 SE 8th Street, Suite 200  
Bellevue, WA 98004  
Attn: Recording Dept.

Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the ALTA Homeowner's Policy of Title Insurance (2-03-10), and/or the ALTA Loan Policy (6-17-06).

If the policy to be issued is the ALTA Homeowner's Policy of Title Insurance (2-03-10), certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

#### Disclosure of Affiliated Business.

CW Title and Escrow has a business relationship with several Windermere Real Estate firms that own shares of CW Title and Escrow through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of CW Title and Escrow. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to CW Title and Escrow. You are not required to use CW Title and Escrow as a condition to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices

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COMMITMENT FOR TITLE INSURANCE

Issued by
TITLE RESOURCES GUARANTY COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

[Handwritten signature]

An Authorized Signature



Title Resources Guaranty Company

By:
President/CEO

[Handwritten signature: Michael Hayden]
Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **SCHEDULE B, PART II (CONTINUED)**

### **Standard Exceptions**

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

#### **SCHEDULE B STANDARD EXCEPTIONS**

##### **THAT WILL APPEAR IN ALTA OWNER'S and LOAN POLICY – STANDARD COVERAGE**

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 is not shown by the Public Records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Worker's Compensation Acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

##### **SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN ALTA OWNER'S POLICY – EXTENDED COVERAGE**

1. Taxes or assessments which are not now payable or 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. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

The following are the Exclusions From Coverage contained in the form of the policy or policies as described in Schedule A of the Commitment.

### **AMERICAN LAND TITLE ASSOCIATION 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
  - (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 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).

**AMERICAN LAND TITLE ASSOCIATION 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.

**AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE  
INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (2-03-10)  
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 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.



|   |  |                                    |
|---|--|------------------------------------|
| <b>FACTS</b>  | WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?  |                                    |
| <b>Why?</b>   | 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.   |                                    |
| <b>What?</b>  | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>Social Security number and account balances</li> <li>Payment history and credit card or other debt</li> <li>Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |                                    |
| <b>How?</b>   | 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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.  |                                    |
| <b>Reasons we can share your personal information</b>   | <b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>  | <b>Can you limit this sharing?</b> |
| <b>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</b> | Yes  | No                                 |
| <b>For our marketing purposes- to offer our products and services to you</b>  | No   | We don't share                     |
| <b>For joint marketing with other financial companies</b>   | No   | We don't share                     |
| <b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>  | Yes  | No                                 |
| <b>For our affiliates' everyday business purposes- information about your creditworthiness</b>  | No   | We don't share                     |
| <b>For our affiliates to market to you</b>  | No   | We don't share                     |
| <b>For nonaffiliates to market to you</b>   | No   | We don't share                     |
| <b>Questions?</b>   | Go to <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>  |                                    |

|   |  |
|---|--|
| <b>Who we are</b>   |  |
| <b>Who is providing this notice?</b>  | TITLE RESOURCES GUARANTY COMPANY   |
| <b>What we do</b>   |  |
| <b>How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?</b> | 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.  |
| <b>How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?</b> | We collect your personal information, for example, when you<br>Apply for insurance or pay insurance premiums<br>Provide your mortgage information or show your driver's license<br>Give us your contact information<br>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.  |
| <b>Why can't I limit all sharing?</b>   | Federal law gives you the right to limit only<br>Sharing for affiliates' everyday business purposes –information about your creditworthiness<br>Affiliates from using your information to market to you<br>Sharing for nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing.  |
| <b>Definitions</b>  |  |
| <b>Affiliates</b>   | Companies related by common ownership or control. They can be financial and nonfinancial companies.<br><i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<a href="https://www.anywhere.re">https://www.anywhere.re</a>); Anywhere Integrated Services, LLC (<a href="https://www.anywhereis.re">https://www.anywhereis.re</a>); and HomeServices of America, Inc. (<a href="https://www.homeservices.com">https://www.homeservices.com</a>).</i> |
| <b>Nonaffiliates</b>  | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br><b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></b>   |
| <b>Joint Marketing</b>  | A formal agreement between nonaffiliated financial companies that together market financial products or service to you.<br><b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></b>  |
| <b>Other Important Information</b>  |  |
| <b>For European Union Customers</b>   | Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>   |
| <b>For our California Customers</b>   | Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>  |

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer Property: 11635 91st Place Northeast, #2B, Kirkland, WA 98034  
 From: CW Title and Escrow Date: 02/05/2024

Thank you for contacting CW Title (hereinafter “Agent”). Agent is jointly owned by WTG LLC (80% owner) and **Anywhere Integrated Affiliates Holdings LLC** (“AIAH”) (20% owner). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. Be advised that AIAH indirectly owns a 30% interest in Title Resources Guaranty Company. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the underwriter below in connection with your transaction with Agent. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| COMPANIES                        | DESCRIPTION OF CHARGES  | ESTIMATE OF RANGE OF CHARGES<br>GENERALLY MADE BY PROVIDER   |
|----------------------------------|-------------------------|--|
| Title Resources Guaranty Company | Title Insurance Premium | Charges based on General Schedule of Rates<br><br>Title Insurance Premium between \$2.62 and \$5.19 per thousand dollars of policy coverage.*<br><br>*This range of charges covers, as an example, policies from \$160,000 to \$1,000,000, however the cost to you will differ depending on the policy amount. |

## Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form and understand that Agent (CW Title) is referring me/us to use the above-described underwriter and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Date (To Be Determined)

\_\_\_\_\_  
Date (Russell Donald Chiupka)