



FILE NUMBER:

50046257-103

COMMITMENT VERSION:

No.1

PROPERTY ADDRESS:

3432 175th Avenue Northeast, Redmond, WA 98052

PARCEL ID:

2260000410

LENDER:

To Be Determined

BUYER:

To Be Determined

SELLER:

Andria C. Kelly, as her separate estate

COMPANY CONTACT INFORMATION:

Title Team:

Chad Kilburn Title Team, Title Officer

(425) 896-3895 office

(425) 646-3513 fax

cwtitlechad@cwtitle.com

www.cwtitle.com

COMMITMENT FOR TITLE INSURANCE**Issued By****First American Title Insurance Company****SCHEDULE A****1. Effective Date: 04/26/2024 at 8:00 AM.****Commitment No.: 50046257-103****2. Policy or Policies to be issued:**EAGLE Owner's Policy (Rev Basic
2-3-10)

PROPOSED INSURED:	To Be Determined
AMOUNT:	\$10,000.00
PREMIUM:	\$660.00
TAX:	\$67.32
TOTAL:	\$727.32

ALTA Loan Policy (6-17-06) Purchase Money Loan

PROPOSED INSURED:	To Be Determined
AMOUNT:	\$10,000.00
PREMIUM:	\$460.00
TAX:	\$46.92
TOTAL:	\$506.92

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:**

Andria C. Kelly, as her separate estate

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

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EXHIBIT "A"
Legal Description

LOT 41 OF EDGEBROOK, ACCORDING TO PLAT RECORDED IN VOLUME 98 OF PLATS AT PAGES 80 AND 81, IN KING COUNTY, WASHINGTON.

SITUATE IN THE CITY OF REDMOND, COUNTY OF KING, STATE OF WASHINGTON.

Assessor Parcel Number (APN)

APN: 2260000410

The address for the Exhibit A above is as follows:

3432 175th Avenue Northeast, Redmond, WA 98052

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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**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B - SECTION I**

REQUIREMENTS: The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

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 – SECTION 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:

GENERAL EXCEPTIONS

- A. 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.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. 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.
- E. (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; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I –Requirements are met.

SPECIAL EXCEPTIONS TO FOLLOW

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**ALTA COMMITMENT
SCHEDULE B – PART II
(Continued)
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.: 2260000410

Amount Billed: \$8,872.04 Amount Paid: \$4,436.02 Amount Due: \$4,436.02

Tax Levy Code: 2025

Assessed Values: Land: \$798,000.00 Improvements: \$274,000.00 Total: \$1,072,000.00

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: Redmond
Recorded on June 4, 1981 as document #8106040664 and 9408091502 in the [official records](#)
4. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the recorded plat of Edgebrook recorded on September 30, 1975 in Book 98, Page 80 as document #7509300698 in the [official records](#).

This policy does not insure that the land described in schedule a is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.

5. LID Covenant and the terms and conditions thereof:
Recorded on October 7, 1975 as document #7510070494 in the [official records](#)
6. Covenants, conditions and restrictions imposed by instrument recorded on October 29, 1975 as document #7510290744 in the [official records](#), including, as applicable, but not limited to, liability for assessments levied by the community association.

Note: Restrictions indicating any preference, limitation or discrimination based on race, color, religion,

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sex, handicap, familial status or national origin have been deleted.

And amendment thereto recorded as document #7803170730 in the [official records](#)

7. Deed of Trust and the terms and conditions thereof:

Grantor: Andria C. Kelly, a married woman as her Sole and Separate Property and Kevin Kelly, her husband

Trustee: First American Title

Beneficiary: Mortgage Electronic Registration Systems ("MERS"), acting solely as Nominee for Rocket Mortgage, LLC, FKA Quicken Loans, LLC, as Lender

Original Amount: \$391,000.00

Dated: November 8, 2021

Recorded: November 18, 2021 as [Document 20211118001637](#), in the official records

8. Matters of record against a party, or persons with similar names. The party is Kevin Kelly. Matters of record are found against persons with similar names. The effects of these matters, if any, on the subject property cannot be determined without further information.

To determine the effects of these matters, if any, on the subject property, the vested party must provide the company with a properly completed [Statement of Identity](#) prior to the date of recording.

After the company examines the affidavit, a supplemental report will be issued.

9. 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.

(END OF SPECIAL EXCEPTIONS)

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NOTES

1. Within the past 36 months, the following conveyances have been recorded in King County, which affect the property described in schedule a herein:

A: Quit Claim Deed as document #20211118001636 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:

Residence (1-4 Families)

Known as:

3432 175th Avenue Northeast
Redmond, WA 98052 [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:

LT 41, EDGEBROOK

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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First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
**FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707**

CONTENTS

AGREEMENT TO ISSUE POLICY

CONDITIONS

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

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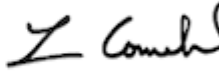
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First American Title Insurance Company



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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SCHEDULE B SECTION 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.

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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.

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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).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.

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**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.

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Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.