

# ALTA Homeowner's Title Insurance Policy

*\*Subject to deductible and maximum liability, which is less than the policy amount.*

- ◆ Someone else owns an interest in your title.
  - ◆ Someone else has rights affecting your title because of leases, contracts or options.
  - ◆ Someone else claims to have right affecting your title because of forgery or impersonation.
  - ◆ Someone else has an easement on the land.
  - ◆ Someone else has a right to limit your use of the land.
  - ◆ Your title is defective.
  - ◆ Someone else has a lien or encumbrance on your title.
  - ◆ Someone else claims to have rights affecting your title because of fraud, duress, incompetency or incapacity.
  - ◆ The violation or enforcement of those portions of any law or government regulation regarding:
    - a.) Building b.) Zoning c.) Land use d.) Improvements on the land e.) Land division f.) Environmental Protection
  - ◆ An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records describing any part of the land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
  - ◆ You lose your title to any part of the land because of the right to take the land by condemning it.
  - ◆ Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects your title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
  - ◆ Your title is unmarketable, which allows someone else to refuse to perform a contract to purchase the land, lease it or make a mortgage loan on it.
  - ◆ Someone else owns an interest in your title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
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- ◆ You are forced to remove your existing structures because they encroach onto our neighbor's land. If the encroaching structures are boundary walls or fences, the amount of your insurance for this Covered Risk is subject to your deductible amount and our maximum dollar limit of liability shown in Schedule A.
  - ◆ Someone else has a legal right to, and does, refuse to perform a contract to purchase the land, lease it or make a mortgage loan on it because your neighbor's existing structures encroach onto the land.
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- ◆ Any of the Covered Risks 1-6 above *occurring after the Policy Date*.
  - ◆ You do not have actual vehicular and pedestrian access to and from the land, based upon a legal right.
  - ◆ You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the land even if the covenant, condition or restriction is excepted in Schedule B. However, you are not covered for any violation that relates to: a.) Any obligation to perform maintenance or repair on the land. b.) Environmental protection of any kind, including hazardous or toxic conditions or substances. Unless there is a notice recorded in the Public Records, describing any part of the land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
  - ◆ Your title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before you acquired your title, even if the covenant, condition or restriction is excepted in Schedule B.
  - ◆ Because of an existing violation of a subdivision law or regulation affecting the land.
  - ◆ You are forced to remove or remedy your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the property government office. The amount of your insurance for this Covered Risk is subject to your deductible amount and our maximum dollar limit of liability shown on Schedule A.
  - ◆ You are forced to remove or remedy your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If you are required to remedy any portion of your existing structures, the amount of your insurance for this Covered Risk is subject to your deductible amount and our maximum dollar limit of liability shown in Schedule A.
  - ◆ You cannot use the land because use as a single-family residence violates an existing zoning law or zoning regulation.
  - ◆ You are forced to remove your existing structures which encroach onto an easement or over a building set-back line even if the easement or building set-back line is excepted in Schedule B.
  - ◆ Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B.
  - ◆ Your existing improvements (or a replacement or modification made to them after the policy date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the land or excepted in Schedule B.
  - ◆ A taxing authority assesses supplemental real estate taxes not previously assessed against the land for any period before the policy date because of construction or a change of ownership or use that occurred before the policy date.
  - ◆ Your neighbor builds any structures after the policy date - other than boundary walls or fences - which encroach onto the land.
  - ◆ The residence with the address shown in Schedule A is not located on the land at the policy date.
  - ◆ The map, if any, attached to this policy does not show the correct location of the land according to the Public Records.

**Owner's Standard Coverage**

**Owner's Extended Coverage**

**Homeowner's Coverage**

**Fidelity National Title** automatically issues the highest coverage available. This chart is intended for comparison purposes only and is not a full explanation of title policy coverage. Policy coverages are subject to the terms, exclusions, exceptions and deductibles show in the policy.

**\*Coverages reflected are for 1-4 family residences.**