



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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 policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment 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.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
16795 Lark Ave., Suite 100 • Los Gatos, CA 95032
(408)354-6737 • FAX (408)354-4319

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Kevin Foley
Email: Kevin.Foley@titlegroup.fntg.com
Title No.: FWPS-4995170263-KF

Escrow Officer: Michelle Santiago
Email: michelle.santiago@ctt.com
Escrow No.: FWPS-4995170263 -MS

TO: Intero Real Estate Services, Inc.
12900 Saratoga Avenue
Saratoga, CA 95070
Attn: Kelly Weimer

PROPERTY ADDRESS(ES): 130 E. San Fernando Street, #326, San Jose, CA

EFFECTIVE DATE: June 15, 2017 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2013

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A CONDOMINIUM, as defined in Sections 783 and 4125 of the California Civil Code, in fee

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

Mary C. Stambaugh, as an unmarried woman

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 467-59-029

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

A CONDOMINIUM ESTATE COMPRISED OF:

PARCEL ONE:

UNIT NO. 326, AS DEPICTED UPON THAT CERTAIN CONDOMINIUM PLAN ("THE PLAN") ATTACHED AS EXHIBIT "B" AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR PASEO VILLAS, (THE "DECLARATION") RECORDED AUGUST 29, 2000 UNDER SERIES NO. 15371061, OF OFFICIAL RECORDS, SANTA CLARA COUNTY, SAID UNIT BEING SITUATED ON A PORTION OF LOT 1 AS SAID LOT SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 9047" (THE "MAP") WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON OCTOBER 15, 1998 IN BOOK 709 OF MAPS, AT PAGES 7, 8, AND 9, OFFICIAL RECORDS.

PARCEL TWO:

AN UNDIVIDED ONE-ONE HUNDRED FOURTH (1/104TH) INTEREST AS TENANT IN COMMON IN AND TO A PORTION OF LOT 1, TRACT NO. 9047 FILED ON OCTOBER 15, 1998 IN BOOK 709 OF MAPS, AT PAGES 7, 8 AND 9, SANTA CLARA COUNTY RECORDS, AS MODIFIED BY THE LOT LINE ADJUSTMENT GRANT DEEDS RECORDED OCTOBER 21, 1999 IN DOCUMENT NO. 15025730, AND AUGUST 2, 2000 IN DOCUMENT NO. 15341743, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 AT THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THIRD STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 30° 40' 56" WEST 160.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

NORTH 59° 19' 04" EAST 95.50 FEET; SOUTH 30° 40' 56" EAST 1.00 FEET;
NORTH 59° 19' 40" EAST 78.33 FEET; NORTH 30° 04' 56" WEST 1.00 FEET;
NORTH 59° 19' 04" EAST 102.40 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1, SAID LINE BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 30° 40' 56" EAST 160.65 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 SOUTH 59° 19' 13" WEST 276.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS A PORTION OF LOT 1 OF TRACT 9047 AND ALSO ENCOMPASSES ALL OF THE AREA AROUND MODIFIED LOT 2 AND LOT 3 BY DOCUMENT NO. 15025730 AND DOCUMENT NO. 15341743, AND AROUND LOT 4, TRACT NO. 9047 BELOW THE ELEVATION 81.00 FEET AND ABOVE THE ELEVATION 95.00 FEET.

EXCEPTING THEREFROM THE FOLLOWING:

1. ALL THE CONDOMINIUM UNITS DEPICTED ON THE PLAN AND DEFINED IN THE DECLARATION OTHER THAN THE UNIT DESCRIBED IN PARCEL ONE ABOVE.
2. THE EXCLUSIVE USE COMMON AREAS AS DEFINED IN THE DECLARATION 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.

EXHIBIT "A"
Legal Description
(continued)

3. NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, SUPPORT, USE, ENJOYMENT AND RIGHTS OVER, UNDER, UPON AND THROUGH THE COMMON AREAS APPURTENANT TO ALL UNITS AS SAID EASEMENTS AND RIGHTS ARE DEFINED IN THE DECLARATION.

PARCEL THREE:

A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT FOR VEHICULAR AND PEDESTRIAN PURPOSES APPURTENANT TO PARCELS ONE AND TWO ABOVE DESCRIBED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOURTH STREET, DISTANT 58.79 FEET SOUTHEASTERLY FROM THE NORTHERLY CORNER OF LOT 2, AS SHOWN ON SAID MAP OF TRACT 9047; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 30° 40' 56" EAST 33.90 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING THIRTEEN (13) COURSES:

SOUTH 59° 19' 04" WEST 97.05 FEET; SOUTH 30° 40' 56" EAST 17.00 FEET;
SOUTH 59° 19' 04" WEST 5.35 FEET; SOUTH 30° 40' 56" EAST 1.00 FEET;
SOUTH 59° 19' 04" WEST 27.67 FEET; NORTH 30° 40' 56" WEST 18.00 FEET;
SOUTH 59° 19' 04" WEST 23.00 FEET; SOUTH 30° 40' 56" EAST 18 FEET;
SOUTH 59° 19' 04" WEST 27.67 FEET; NORTH 30° 40' 56" WEST 1.00 FEET;
SOUTH 59° 19' 04" WEST 5.35 FEET; NORTH 30° 40' 56" WEST 17.00 FEET; SOUTH 59° 19' 04" WEST 90.15 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THIRD STREET, AS SHOWN ON SAID MAP OF TRACT 9047; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 30° 40' 56" WEST 33.90 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

NORTH 59° 19' 04" EAST 30.83 FEET; SOUTH 30° 40' 56" EAST 7.87 FEET;
NORTH 59° 19' 04" EAST 17.00 FEET; SOUTH 30° 40' 56" EAST 2.00 FEET;
NORTH 59° 19' 04" EAST 190.67 FEET; NORTH 30° 40' 56" WEST 9.87 FEET;
NORTH 59° 19' 04" EAST 37.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION FOR INGRESS EGRESS EASEMENT DEFINES THE HORIZONTAL PARAMETERS. IN ADDITION, SUCH BOUNDARIES SHALL ALSO INCLUDE VERTICAL LIMITS BETWEEN THE ELEVATION 81.00 FEET AND 95.00 FEET.

PARCEL FOUR:

A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT FOR PEDESTRIAN PURPOSES ONLY APPURTENANT TO PARCELS ONE AND TWO ABOVE DESCRIBED MORE PARTICULARLY DESCRIBED IN PARCELS A AND B AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAN FERNANDO STREET, DISTANT 131.14 FEET SOUTHWESTERLY FROM THE NORTHERLY CORNER OF LOT 2 OF TRACT 9047; THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES:

SOUTH 30° 40' 56" EAST 30.07 FEET; NORTH 59° 19' 04" EAST 27.92 FEET;
SOUTH 30° 40' 56" EAST 11.67 FEET; SOUTH 59° 19' 04" WEST 10.99 FEET;
SOUTH 30° 40' 56" EAST 9.00 FEET; SOUTH 59° 19' 04" WEST 19.02 FEET;
SOUTH 30° 40' 56" EAST 17.97 FEET; SOUTH 59° 19' 04" WEST 16.67 FEET;
NORTH 30° 40' 56" WEST 27.20 FEET; SOUTH 59° 19' 04" WEST 2.08 FEET;

EXHIBIT "A"
Legal Description
(continued)

NORTH 30° 40' 56" WEST 41.52 FEET TO SAID RIGHT-OF-WAY LINE OF SAN FERNANDO STREET;
THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 59° 20' 12" EAST 20.84 FEET TO THE POINT OF
BEGINNING.

PARCEL B:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAN FERNANDO STREET,
DISTANT 88.60 FEET NORTHEASTERLY FROM THE SOUTHWESTERLY CORNER OF LOT 4 AS SHOWN
ON SAID MAP OF TRACT 9047; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 59° 20' 12" EAST 4.00
FEET; THENCE LEAVING SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

SOUTH 30° 40' 56" EAST 42.24 FEET; NORTH 59° 19' 04" EAST 12.00 FEET;
SOUTH 30° 40' 56" EAST 8.45 FEET; SOUTH 59° 19' 04" WEST 16.00 FEET;
NORTH 30° 40' 56" WEST 50.69 FEET TO SAID RIGHT-OF-WAY LINE OF SAN FERNANDO STREET AND
THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION OF PARCEL A AND PARCEL B FOR INGRESS EGRESS EASEMENT
DEFINES THE HORIZONTAL PARAMETERS. IN ADDITION, SUCH BOUNDARIES SHALL ALSO INCLUDE
VERTICAL LIMITS BETWEEN THE ELEVATION 81.00 FEET AND 95.00 FEET.

PARCEL FIVE:

AN EXCLUSIVE USE AREA APPURTENANT TO PARCELS ONE AND TWO DESCRIBED ABOVE, FOR USE
AS A BALCONY OVER PORTIONS OF LOT 1 OF TRACT 9047, AS DEPICTED AND ASSIGNED UPON THE
PLAN AS "B-326", AND AS DEFINED IN THE DECLARATION.

PARCEL SIX:

AN EXCLUSIVE USE AREA APPURTENANT TO PARCELS ONE AND TWO DESCRIBED ABOVE, FOR USE
AS A PARKING SPACE(S) OVER PORTIONS OF LOT 1 OF TRACT 9047, DEPICTED UPON THE PLAN AS A
"PS-27 AND PS-28", AND AS DEFINED IN THE DECLARATION.

PARCEL SEVEN:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCELS ONE AND TWO DESCRIBED ABOVE, FOR
USES INCLUDING BUT NOT LIMITED, SUBTERRANEAN GARAGE ACCESS, INGRESS AND EGRESS TO
CERTAIN CONDOMINIUM UNITS, ENCROACHMENT, USE AND ENJOYMENT OVER, UPON AND THROUGH
PORTIONS OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP, AND WHICH EASEMENT RIGHTS ARE MORE
PARTICULARLY DEFINED IN THE RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT
RECORDED AUGUST 29, 2000, UNDER SERIES NO. 15371060, OFFICIAL RECORDS, SANTA CLARA
COUNTY.

EXCEPTING FROM ALL OF THE ABOVE, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER SAME,
ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER
HYDROCARBONS BY WHATEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED
FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY CONVEYED
HEREBY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND
OPERATING THEREFOR, AND STORING IN, AND REMOVING THE SAME FROM SAID PROPERTY OR ANY
OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM
LANDS OTHER THAN THE PROPERTY CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS, SHAFTS,
INTO, THROUGH AND ACROSS THE SUBSURFACE OF THE PROPERTY AND TO BOTTOM SUCH

EXHIBIT "A"
Legal Description
(continued)

WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED FEET (500') OF THE SUBSURFACE OF SUCH PROPERTY.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment

Agency: City of San Jose
Recording Date: February 5, 1968
Recording No.: 3363753, Book 8016, Page 263, of Official Records

As Amended in that certain document recorded on November 13, 1973, by Instrument No. 4648551, Book 0647, Page 396, of Official Records, of Official Records.

As Amended in that certain document recorded on November 3, 1980, by Instrument No. 6889961, Book F704, Page 229, of Official Records, of Official Records.

As Amended in that certain document recorded on May 1, 1981, by Instrument No. 7047800, Book G061, Page 479, of Official Records, of Official Records.

As Amended in that certain document recorded on May 29, 1981, by Instrument No. 7071535, Book G118, Page 221, of Official Records, of Official Records.

EXCEPTIONS
(continued)

As Amended in that certain document recorded on June 3, 1981, by Instrument No. 7075260, Book G127, Page 315, of Official Records, of Official Records.

As Amended in that certain document recorded on October 8, 1981, by Instrument No. 7184873, Book G382, Page 605, of Official Records, of Official Records.

Notice of Termination of Effectiveness of the San Antonio Plaza Redevelopment Plan recorded July 19, 2013 as Instrument No. 22310168 of Official Records.

5. Matters contained in that certain document

Entitled: Owner Participation Agreement for San Antonio Plaza Project
Dated: April 10, 1969
Executed by: Redevelopment Agency of the City of San Jose
Recording Date: July 2, 1969
Recording No.: Book 8593 , Page 7 , of Official Records

Reference is hereby made to said document for full particulars.

6. Matters contained in that certain document

Entitled: Contract for Sale of Land for Private Development
Dated: None shown
Executed by: Redevelopment Agency of the City of San Jose and Taylor Woodrow of San Jose Incorporated
Recording Date: April 9, 1973
Recording No.: 4489586, Book 0317, Page 203, of Official Records

Reference is hereby made to said document for full particulars.

7. Matters contained in that certain document

Entitled: Memorandum of DDA
Dated: None shown
Executed by: Redevelopment Agency of the City of San Jose and Paseo Villas LLC
Recording Date: July 1, 1997
Recording No.: 13761530, of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

8. Conditions, Restrictions and Use Limitations as contained in unrecorded Planned Development Permit File No. RPD97-05-001 as disclosed by a Notice of Granting of a Planned Development Permit

Executed by: Redevelopment Agency of the City of San Jose
Recorded: August 20, 1997 as Instrument No. 13820948 of Official Records

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Sidewalk Easement
Affects: Common Area

10. Matters contained in that certain document

Entitled: Declaration and Covenant of Easement for Tract 9047
Dated: July 18, 2000
Executed by: Paseo Villas, LLC, a limited liability company
Recording Date: August 2, 2000
Recording No.: 15341741, of Official Records

Reference is hereby made to said document for full particulars.

11. Matters contained in that certain document

Entitled: Memorandum of Easement
Dated: March 22, 2000
Executed by: Heritage Cablevision of California, Inc. and Paseo Villa, LLC
Recording Date: August 16, 2000
Recording No.: 15358954, of Official Records

Reference is hereby made to said document for full particulars.

12. Conditions, Restrictions and Use Limitations as contained in unrecorded Planned Development Permit File No. RPDA97-01-001 as disclosed by a Notice of Granting of a Planned Development Permit

Executed by: Redevelopment Agency of the City of San Jose
Recorded: August 22, 2000 as Instrument No. 15364860 of Official Records

EXCEPTIONS
(continued)

13. Matters contained in that certain document

Entitled: Reciprocal Easement and Maintenance Agreement
Dated: August 21, 2000
Executed by: Paseo Villas, LLC, a California limited liability company and
Paseo Retail, LLC, a California limited liability company
Recording Date: August 29, 2000
Recording No.: 15371060, of Official Records

Reference is hereby made to said document for full particulars.

As Amended in that certain document recorded on August 18, 2009, by Instrument No. 20403610, of Official Records, of Official Records.

14. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Entitled: Declaration of Covenants, Conditions and Restrictions and Reservation of Easements
Recording Date: August 29, 2000
Recording No.: 15371061 of Official Records

Among other things, said instrument provides: Easements for various purposes. (Affects Common Area)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Liens and charges as set forth in the above mentioned declaration,

Payable to: Paseo Villas Homeowners Association

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 1, 2010
Recording No.: 20624593, of Official Records

EXCEPTIONS
(continued)

Said CC&R's have been amended and restated by an Instrument.

Executed by: Paseo Villas Homeowners Association
Recorded: September 9, 2011 as Instrument No. 21310324 of Official Records.

15. Non-exclusive easements over and through the common area for ingress, egress, public utility, enjoyment, support and repair of the common area and each unit, as provided in the above mentioned declaration and as disclosed by various deeds of record.

Affects: Common Area

16. Matters contained in that certain document

Entitled: Retail Operation and Maintenance Agreement
Dated: March 23, 2001
Executed by: Redevelopment Agency of the City of San Jose and
Paseo Retail, LLC, a California Limited Liability Company
Recording Date: April 2, 2001
Recording No.: 15616046, of Official Records

Reference is hereby made to said document for full particulars.

17. Matters contained in that certain document

Entitled: Memorandum of Easement
Dated: July 11, 2000
Executed by: Capitol Townhouse, Inc.
Recording Date: April 6, 2005
Recording No.: 18306526, of Official Records

Reference is hereby made to said document for full particulars.

18. The fact that said land lies within the Downtown San Jose Property-Based Business Improvement District may be subject to assessment thereunder, payable with the county Taxes or through the City's Director of Finance, as disclosed by a Diagram filed in the office of the County Recorder on July 1, 2014 in Book 49 of Maps of Assessment and Community Facilities Districts at Page 39, and by Notice of Assessment recorded July 31, 2014 as Instrument No. 22667739, Official Records.

And as amended by Amended Notice of Assessment recorded October 24, 2014 as Instrument No. 22749827 of Official Records.

19. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

20. If the Land is located within the area affected by a Geographic Targeting Order issued by FinCEN (California counties of Los Angeles, San Diego, San Francisco, Santa Clara and San Mateo), the Company must be supplied with a completed ALTA Information Collection Form ("ICF").

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 2.** Property taxes, property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:
- | | |
|--------------------|--------------|
| Tax ID No.: | 467-59-029 |
| Fiscal Year: | 2016-2017 |
| 1st Installment: | \$3,518.77 |
| 2nd Installment: | \$3,518.77 |
| Exemption: | \$0.00 |
| Land: | \$229,114.00 |
| Improvements: | \$297,723.00 |
| Personal Property: | \$0.00 |
| Code Area: | 017-101 |
- Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116.2 indicating that the Land includes a condominium designated as unit 326 and known as 130 E San Fernando St., #326, San Jose California to an Extended Coverage Loan Policy.
- Note 4.** Note: The City of San Jose imposes a transfer tax of \$3.30 per thousand, based on the full value of the property at the time a deed or other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** The County of Santa Clara imposes a Monument Preservation fee of \$10.00 for the recording of any Deed with a legal description other than an entire lot as shown on recorded final map.

NOTES
(continued)

- Note 7.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 9.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

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 or 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 or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

**ATTACHMENT ONE
(CONTINUED)**

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

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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (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).

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, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[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:

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:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

[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:

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.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

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.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

PRELIMINARY REPORT TOP SHEET

Help us stay on top of your transaction!

WILL ANY OF THE SITUATIONS AFFECT YOUR TRANSACTION?

- | | | | | |
|------------------------------------------------------------------------|--------------------------|-----|--------------------------|----|
| Are your principals exchanging this property? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Will your principals be using a power of attorney? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Are any of the parties in title deceased? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Has there been a change in marital status? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Will there be a new entity formed?
ie., partnership or corporation. | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Are the sellers of this property non-residents of California? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

**If you answered "YES" to any of these questions,
Please call your Escrow Officer.**

- | | | | | |
|------------------------------------------------------------------------------|--------------------------|-----|--------------------------|----|
| Do all parties signing document have valid
photo I.D. or drivers license? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|------------------------------------------------------------------------------|--------------------------|-----|--------------------------|----|

If "No", now is the time to apply for valid I.D.

This is a "Quick List", call your Escrow Officer if you have additional information that you think may be important, or if you have any questions.

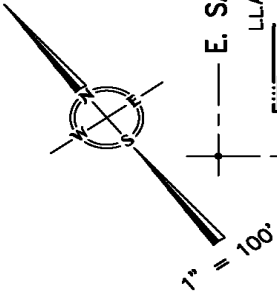
**Thank you for choosing
Chicago Title Company**

TRACT NO. 9047
PASEO VILLAS

BOOK
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PIQ

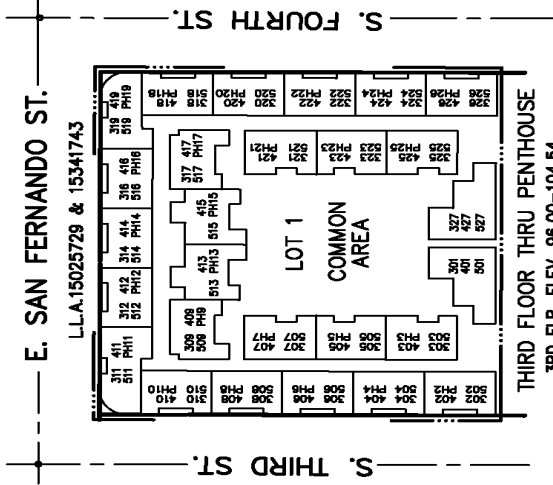


UNIT NO./PCL.	NO. FLOOR	SITUS
301	6	3
302	7	3
303	8	3
304	9	3
305	10	3
306	11	3
307	12	3
308	13	3
309	14	3
310	15	3
311	16	3
312	17	3
314	18	3
316	19	3
317	20	3
318	21	3
319	22	3
320	23	3
321	24	3
322	25	3
323	26	3
324	27	3
325	28	3
326	29	3
327	30	3
401	31	4
402	32	4
403	33	4
404	109	4
405	34	4
406	35	4
407	36	4
408	37	4
409	38	4
410	39	4

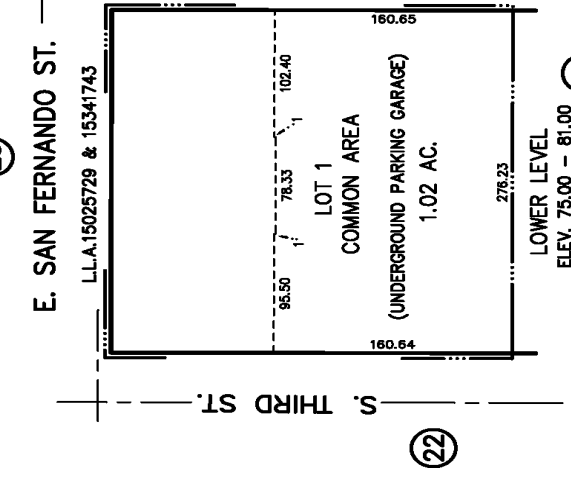
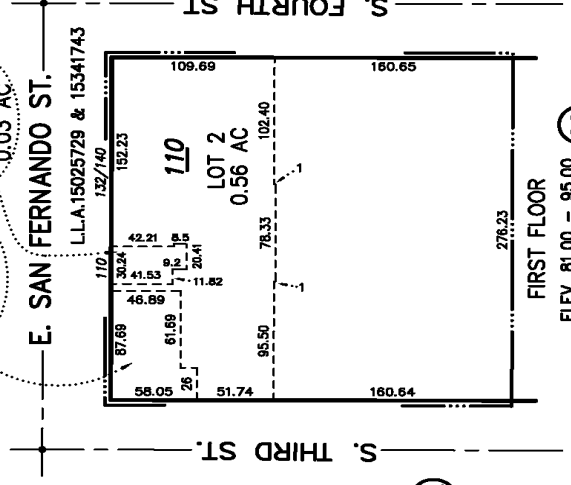
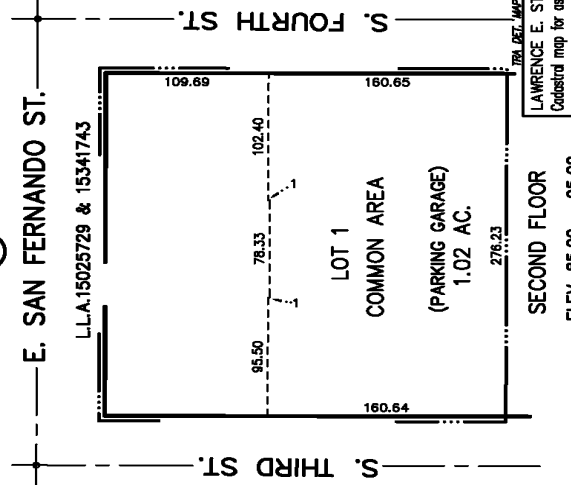
UNIT NO./PCL.	NO. FLOOR	SITUS
411	40	4
412	41	4
413	42	4
414	43	4
415	44	4
416	45	4
417	46	4
418	47	4
419	48	4
420	49	4
421	50	4
422	51	4
423	52	4
424	53	4
425	54	4
426	55	4
427	56	4
501	57	5
502	58	5
503	59	5
504	60	5
505	61	5
506	62	5
507	63	5
508	64	5
509	65	5
510	66	5
511	67	5
512	68	5
513	69	5
514	70	5
515	71	5
516	72	5
517	73	5
518	74	5

UNIT NO./PCL.	NO. FLOOR	SITUS
519	75	5
520	76	5
521	77	5
522	78	5
523	79	5
524	80	5
525	81	5
526	82	5
527	83	5
PH2	84	PENT.
PH3	85	PENT.
PH4	86	PENT.
PH5	87	PENT.
PH6	88	PENT.
PH7	89	PENT.
PH8	90	PENT.
PH9	91	PENT.
PH10	92	PENT.
PH11	93	PENT.
PH12	94	PENT.
PH13	95	PENT.
PH14	96	PENT.
PH15	97	PENT.
PH16	98	PENT.
PH17	99	PENT.
PH18	100	PENT.
PH19	101	PENT.
PH20	102	PENT.
PH21	103	PENT.
PH22	104	PENT.
PH23	105	PENT.
PH24	106	PENT.
PH25	107	PENT.
PH26	108	PENT.

TRACT NO. 9047
PASEO VILLAS



THIRD FLOOR THRU PENTHOUSE
3RD FLR. ELEV. 96.00-104.54
4TH FLR. ELEV. 107.00-115.00
5TH FLR. ELEV. 117.21-125.00
PENTHOUSE ELEV. 127.42-138.42.00



LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2012-2013