

# Stewart Briefs - Title Policy Coverage Guide

Summary		Title Coverage Description	CLTA STANDARD OWNERS	CLTA/JALTA HOME-OWNERS
1	Basic Coverage	Someone else owns an interest in Your Title.	X	X
2	Basic Coverage	Someone else has rights affecting Your Title because of leases, contracts, or options.	X	X
3	Basic Coverage	Someone else claims to have rights affecting Your Title because of forgery or impersonation. (Forgery, fraud, or duress.)	X	X
4	Basic Coverage	Someone else has an Easement on the Land.	X	X
5	Basic Coverage	Someone else has a right to limit Your use of the Land. (Restrictive covenants.)	X	X
6	Basic Coverage	Your Title is defective. Some of these defects are: 1. Someone else's failure to have authorized a transfer or conveyance of your Title; 2. Someone else's failure to create a valid document by electronic means; 3. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded; 4. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney; 5. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records; 6. A defective judicial or administrative proceeding.	X	X
7	Future Defects	Any of Covered Risks 1 through 6 occurring after the Policy Date. (Title is unmarketable.)		X
8	Liens	Someone else has a lien on Your Title, including a: 1. Lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid; 2. Mortgage; 3. Judgment, state or federal tax lien; 4. Charge by a homeowner's or condominium association; or 5. Lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.		X
9	Encumbrances	Someone else has an encumbrance on Your Title.		X
10	Basic Coverage	Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.		X
11	Actual Access	You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.		X
12	CC&R Violations Forced To Correct	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: 1. Any obligation to perform maintenance or repair on the Land; or 2. Environmental protection of any kind, including hazardous or toxic conditions or substances; 3. 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.		X
13	CC&R Violations Title lost/Taken	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.		X
14	Recorded Notice Map Act Law	The violation or enforcement 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; or f.) environmental protection, if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.		X
15	Abatement, e.g. Brush Removal	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.		X
16	Map Act Law	Because of an existing violation of a subdivision law or regulation affecting the Land: 1. You are unable to obtain a building permit; 2. You are required to correct or remove the violation; or 3. 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.  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.		X

This guide is intended as a reference only.

Compliments Of:

**Stewart Title of CA**  
 5740 Fleet Street. #100, Carlsbad, CA 92008  
 760-602-9293  
[www.StewartCA.com](http://www.StewartCA.com)

**Bev Coalson**  
 619-246-6715  
[bcoalson@stewart.com](mailto:bcoalson@stewart.com)  
**Shawn Harris**  
 760-271-8584  
[shawn.harris@stewart.com](mailto:shawn.harris@stewart.com)



**stewart title**

# Stewart Briefs - Title Policy Coverage Guide

Summary		Title Coverage Description	CLTA STANDARD (OWNERS)	CLTA/JALTA HOME- OWNERS
17	Condemnation	You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if: 1. There is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or 2. The taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.		X
18	Building Permits	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 proper 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 in Schedule A.		X
19	Zoning	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.		X
20	SFR Zoning	You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.		X
21	You encroach on neighbor	You are forced to remove Your existing structures because they encroach onto Your 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.		X
22	Neighbor encroach	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.		X
23	Encroach on easement or setback	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.		X
24	Easement maintenance	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.		X
25	Exercise of mineral rights	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.		X
26	Discriminatory covenants	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.		X
27	Escaped assessments	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.		X
28	Post-policy encroachment	Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.		X
29	Title unmarketable	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.		X
30	Creditors rights	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.		X
31	Incorrect address	The residence with the address shown in Schedule A is not located on the Land at the Policy Date.		X
32	Property shown on map	The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.		X
C O N D I T I O N S	Title forever & additional insureds	CONTINUATION OF COVERAGE a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else. b. This Policy also insures: 1. Anyone who inherits Your Title because of Your death; 2. Your spouse who receives Your Title because of dissolution of Your marriage; 3. The trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or 4. The beneficiaries of Your Trust upon Your death. 5. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.		X
	Inflationary coverage	INCREASED POLICY AMOUNT The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.		X

This guide is intended as a reference only.

Compliments Of:

5740 Fleet Street. #100, Carlsbad, CA 92008  
760-602-9293 ~ [www.StewartCA.com](http://www.StewartCA.com)

**Bev Coalson**

619-246-6715

[bcoalson@stewart.com](mailto:bcoalson@stewart.com)

**Shawn Harris**

760-271-8584

[shawn.harris@stewart.com](mailto:shawn.harris@stewart.com)



**stewart title**