# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Issued through the Office of:*

Pioneer Title Agency, Inc.
*1550 E. Missouri Ave.*
*Phoenix, AZ 85014*

*Authorized Signatory*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607*
*(612) 371-1111* *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

## COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

***Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:***

| | |
|---|---|
| Issuing Agent: | Pioneer Title Agency, Inc. |
| Issuing Office: | 1550 E. Missouri Ave., Phoenix, AZ 85014 |
| ALTA® Universal ID: | 0000097 |
| Loan ID Number: | |
| Issuing Office File Number: | 74208178-042-MML |
| Property Address: | 16713 E Ashbrook Dr, Unit A, Fountain Hills, AZ 85268 |
| Revision Number: | |

# SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **October 30, 2026 at 7:30 AM**

2. Policy to be issued:

   (a) **ALTA Homeowners Policy 9-21-21**
   Proposed Insured: **TO COME**
   Proposed Amount of Insurance: **$To Come**

   (b) **None**
   Proposed Insured:
   Proposed Amount of Insurance: **$0.00**

   (c) **None**
   Proposed Insured:
   Proposed Amount of Insurance: **$0.00**

3. The estate or interest in the Land at the Commitment Date is: **FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in:

   **Scott D. Erkelens, as the Successor Trustee of The Fern Senff Family Trust, dated December 20, 2022**

5. The Land is described as follows:

   **See Exhibit A attached hereto and made a part hereof.**

*Issued through the Office of:*

Pioneer Title Agency Inc.
*1550 E. Missouri Ave.*
*Phoenix, AZ 85014*

*Authorized Signatory*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607*
*(612) 371-1111* *www.oldrepublictitle.com*

By President

Attest Secretary

**Note: Please direct all inquiries and correspondence to Michele Lucero, your escrow officer, at (480) 464-4495 or Michele.Lucero@PioneerTitleAgency.com. (AW1)**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

# EXHIBIT A
# LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Unit B, of ASHBROOK CONDOMINIUM II REPLAT, according to Declaration of Condominium recorded in Document No. 1996-0715011 and as shown on the plat of said condominium recorded in Book 532 of Maps, Page 6;

TOGETHER WITH an undivided interest in and to the common elements as set forth in said Condominium Declaration and as shown on said plat;

EXCEPT all minerals in said land as reserved to the United States in Patent; and

EXCEPT all underground water and water rights appurtenant thereto, and except all gas, oil, coal and minerals whatsoever, as reserved in Deed recorded in Docket 12965, Page 786, records of Maricopa County, Arizona.

# SCHEDULE B – PART I
# REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. **If the proposed insured purchase is a transaction ultimately determined to require the filing of a report under the FinCEN Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule dated August 29, 2024, then the Transferor and Transferee to this transaction must assist the settlement agent by: (1) Providing the Settlement Agent with all necessary information to file any and all required reports; (2) Complete the Anti-Money Laundering Information Collection & Certification Form; and (3) Provide copies of the driver's license, passport, or other similar identifying documentation as may be required from transferor and transferee entities and trusts, their beneficial owners and parties who exercise substantial control.**

   **No title insurance policy will be issued to any purchaser unless the transferor and transferee, and their beneficial owners and parties who exercise substantial control, provide all information necessary to file all required FinCEN forms.**

   **For more information, please visit www.fincen.gov/rre-faqs.**

6. Pay first installment 2026 taxes.

7. Proper showing that all assessments levied by the owners association have been paid.

   Name: Ashbrook Condominium Owners Association, Inc.

8. Proper showing that, all regular and special assessments levied by Fountain Hills Sanitary District now due and payable, are paid in full

# SCHEDULE B
# PART I – REQUIREMENTS
(Continued)

9. Record Release and Reconveyance of Deed of Trust:

| | |
|---|---|
| Amount | $108,000.00 |
| Dated | September 18, 2001 |
| Recorded | September 28, 2001 |
| Recorded in | Document No. 2001-0899859 |
| Trustor | Russell B Senff and Fern E Senff as Trustees of the Russell B. Senff and Fern E. Senff Revocable Trust Dated October 4, 1999 |
| Trustee | Bank of America, N.A. |
| Beneficiary | Bank of America, N.A. |

The Beneficial Interest under said Deed of Trust was assigned by mesne assignments of record to:

| | |
|---|---|
| Assignee | US Bank Trust Company National Association, not in its individual capacity, but solely as Owner Trustee for GS Mortgage-Backed Securities Trust 2024-RPL1 |

The last of which was recorded in Document No. 2024-0409293

NOTE: In compliance with this Company's underwriting guidelines, the Release and Reconveyance of the above Deed of Trust which recorded August 8, 2025 in Document No. 2025-0456231 must be verified with the lender or loan servicer. If the Deed of Trust was a MERS loan, the identity of the loan servicer may be obtained from the MERS website: www.mersinc.org or by calling the MERS Helpdesk 1-888-680-6377. After obtaining the identity of the loan servicer, the loan servicer must be contacted and the release verified. This verification must be in writing to Pioneer Title Agency, either on the Recording Instructions, by email or by other memorandum.

10. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.

11. Furnish copies of those excerpts from the original trust agreement and later amendments of the Fern Senff Family Trust that designate Scott D. Erkelens the Successor Trustee and confer on the Successor Trustee the power to act in the pending transaction;

The Right is reserved to make additional exceptions and/or requirements upon the furnishing of the information required.

12. Submit an original Trust Certification/Disclosure in the form prescribed by this Company, dated and executed within thirty days by an acting Trustee of the Fern Senff Family Trust, dated December 20, 2022 for review. Per A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

NOTE: Should less than all of the Trustees or Trustees other than as shown in Schedule A, execute documents it will be necessary to submit excerpts from the original Trust Agreement and all amendments thereto showing that the Trustee has the authority to consummate this transaction, and if an original Trustee is deceased, submit a copy of the death certificate.

# SCHEDULE B
# PART I – REQUIREMENTS
(Continued)

13. The right is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.

14. Furnish a copy of the Death Certificate for Russell B. Senff.

15. Furnish a copy of the Death Certificate for Fern E. Senff.

16. Record Deed from Ahmadreza Salehi, a single man to Scott D. Erkelens, as Successor of The Fern Senff Family Trust, dated December 20, 2022.

    NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

    Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

    (To divest any interest acquired in Warranty Deed recorded in Document No. 2020-0514132.)

17. Record Deed from Scott D. Erkelens, as Successor of The Fern Senff Family Trust, dated December 20, 2022 to Ahmadreza Salehi, a single man.

    NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

    Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

    (To clear any interest in Unit A of the same subdivision.)

18. Record Deed from Scott D. Erkelens, as Successor of The Fern Senff Family Trust, dated December 20, 2022 to Proposed Insured Owner.

    NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

    Compliance with Section 33-404 A.R.S., which states essentially that the names and addresses of the beneficiaries under a trust must appear on the face of any conveyance of Real Property wherein the Grantor or Grantee is named Trustee. Pursuant to A.R.S. 14-10402, the same person cannot be the sole trustee and the sole beneficiary.

# SCHEDULE B
# PART I – REQUIREMENTS
(Continued)

TAX NOTE:

| | |
|---|---|
| Year | 2025 |
| Parcel No. | 176-01-932 |
| Total Tax | $673.74 |
| First Half | $Paid |
| Second Half | $Paid |

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer
301 W. Jefferson
Phoenix, AZ 85003

Phone: (602) 506-8511
website: http://treasurer.maricopa.gov/index.htm

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment or the most recent is (are) as follows:

NONE

NOTE: The address of said land is purported to be: 16713 E Ashbrook Dr, Unit A, Fountain Hills, AZ 85268
The Company assumes no liability as to the validity and/or accuracy of any such address.

NOTE: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

Covered Risk 16 has a deductible of 1% of the Policy Amount or $5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of $25,000.

Covered Risk 18 has a deductible of 1% of the Policy Amount or $5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of $25,000.

Covered Risk 19 has a deductible of 1% of the Policy Amount or $5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of $25,000.

Covered Risk 21 has a deductible of 1% of the Policy Amount or $5,000 whichever is lesser, and a Maximum Dollar Limit of Liability of $25,000.

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**

## SCHEDULE B
## PART I – REQUIREMENTS
(Continued)

- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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**END OF SCHEDULE B – Part I**

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# SCHEDULE B – PART II
# EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. 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.

2. (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.

3. 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.

4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

5. 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.

6. (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.

7. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

# SCHEDULE B
# PART II – EXCEPTIONS
(Continued)

8. Taxes and Assessments collectible by the County Treasurer, a lien payable but not yet due for the following year:

   Second half of 2026

9. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

10. The Rights of Entry to prospect for, mine and remove all minerals in the land, as reserved unto the United States of America in Patent recorded February 28, 1956 in Docket 1839, Page 426, has been limited by Public Law 87754, 87th Congress, 76 Stat. 750 whereby said land has been withdrawn from entry, for prospecting or other purposes under the public land laws, including the mining and mineral leasing laws, copy of said law was recorded October 28, 1966, in Docket 6286, Page 61.

11. The implied right to enter upon said land and prospect for and remove all underground water, oil, gas, coal and minerals whatsoever as reserved in Deed recorded in Docket 12965, Page 786.

12. Liabilities and Obligations imposed by reason of the inclusion of said land within the following named district(s):

    Fountain Hills Sanitary District

13. Liabilities and obligations imposed upon the land, or the owner thereof, by reason of inclusion or membership in Ashbrook Condominium Owners Association, Inc.

14. Water Rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
    This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

15. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 149 of Maps, Page 22.

16. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 150 of Maps, Page 12.

17. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 425 of Maps, Page 12 and Amended in Book 532 of Maps, Page 6.

18. Restrictions, conditions, covenants and reservation of easements, omitting if any, from the above, any restrictions based on race, color, religion or national origin contained in instrument referred to below, which instrument incorporates by reference therein, restrictions contained in instrument recorded in Docket 8821, page 72 and

    Recorded in Document No. 1996-0715011

19. Restrictions, Conditions, Covenants, Reservations, Liabilities, Obligations and Easements, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any

## SCHEDULE B
## PART II – EXCEPTIONS
(Continued)

restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket 9530, Page 332

20. The terms, conditions and provisions as set forth in instrument entitled Request, Consent and Covenants Running with the Land, recorded in Docket 8814, Page 545.

21. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket 9213, Page 469
Purpose cable television lines

22. The terms, conditions and provisions as set forth in instrument entitled Order Establishing Fountain Hills No Fence District No. 62, recorded in Docket 13631, Page 102.

23. Any easements or servitudes, affecting only the “Common Elements”.

**END OF SCHEDULE B – PART II**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2021**
**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:

i. the occupancy, use, or enjoyment of the Land;

ii. the character, dimensions, or location of any improvement on the Land;

iii. the subdivision of land; or

iv. environmental remediation or protection.

b. any governmental forfeiture, police, or regulatory, or national security power.

c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

**2.** Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

**3.** Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by You;

b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;

c. resulting in no loss or damage to You;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or

e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

**4.** Lack of a right:

a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and

b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

**5.** The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

**6.** Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:

i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 30.

**7.** Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

**8.** Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

**9.** Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

**10.** Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## 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.

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risks 16, 18, 19, and 21:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|---|---|---|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less) | $25,000.00 |

Updated 1/1/2026

OLD REPUBLIC TITLE

| FACTS | WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION? |
|---|---|

| | |
|---|---|
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>• Social Security number and employment information<br>• Mortgage rates and payments and account balances<br>• Checking account information and wire transfer instructions<br>When you are no longer our customer, we continue to share your information as described in this notice. |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes —** such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | **Yes** | **No** |
| **For our marketing purposes —** to offer our products and services to you | **No** | **We don't share** |
| **For joint marketing with other financial companies** | **No** | **We don't share** |
| **For our affiliates' everyday business purposes —** information about your transactions and experiences | **Yes** | **No** |
| **For our affiliates' everyday business purposes —** information about your creditworthiness | **No** | **We don't share** |
| **For our affiliates to market to you** | **No** | **We don't share** |
| **For non-affiliates to market to you** | **No** | **We don't share** |

**Go to www.oldrepublictitle.com** (Contact Us)

| Who we are | |
|---|---|
| **Who is providing this notice?** | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do | |
|---|---|
| **How does Old Republic Title protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and Secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy |
| **How does Old Republic Title collect my personal information?** | We collect your personal information, for example, when you:<br>• Give us your contact information or show your driver's license<br>• Show your government-issued ID or provide your mortgage information<br>• Make a wire transfer<br>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only:<br>• Sharing for affiliates' everyday business purposes - information about your creditworthiness<br>• Affiliates from using your information to market to you<br>• Sharing for non-affiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law. |

| Definitions | |
|---|---|
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies.<br>• *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company* |
| **Non-affiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br>• *Old Republic Title does not share with non-affiliates so they can market to you* |
| **Joint marketing** | A formal agreement between non-affiliated financial companies that together market financial products or services to you.<br>• *Old Republic Title doesn't jointly market*. |

| Affiliates Who May be Delivering This Notice | | | | |
|---|---|---|---|---|
| American First Title & Trust Company | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC | Compass Abstract, Inc. | eRecording Partners Network, LLC |
| Genesis Abstract, LLC | Guardian Consumer Services, Inc. | iMarc, Inc. | L.T. Service Corp. | Lenders Inspection Company |
| Lex Terrae National Title Services, Inc. | Lex Terrae, Ltd. | Mississippi Valley Title Services Company | Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. |
| Old Republic Escrow of Vancouver, Inc. | Old Republic Exchange Company | Old Republic Title and Escrow of Hawaii, Ltd. | Old Republic National Title Insurance Company | Old Republic Title Company |
| Old Republic Title Company of Conroe | Old Republic Title Company of Nevada | Old Republic Title Company of Oklahoma | Old Republic Title Company of Oregon | Old Republic Title Company of St. Louis |
| Old Republic Title Information Concepts | Old Republic Title Insurance Agency, Inc. | Old Republic Title, Ltd. | ORT Ancillary Services, Inc. | RamQuest Software, Inc. |
| Republic Abstract & Settlement, LLC | Sentry Abstract Company | Surety Title Agency, Inc. | Trident Land Transfer Company, LLC | |

## Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

**We are committed to Safeguarding Customer Information**
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

**Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Use of Information**
We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment, providing you with services you have requested, and/or complying with governmental reporting or disclosure requirements;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

**Links to Other Websites**
Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

**Confidentiality and Security**
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**