

COMPARE TITLE POLICIES

STANDARD - ALTA - HOMEOWNERS

See how the ALTA/CLTA Homeowner's policy compares . . .

1) Someone else owns an interest in your title.	CLTA Standard ALTA Residential Policy ALTA / CLTA Homeowner's Policy
2) A document upon which your title is based is not properly signed, sealed, acknowledged, delivered or recorded.	
3) Your title is affected by forgery, fraud, duress, incompetency, incapacity or impersonation.	
4) You have no legal right of access to and from your land.	
5) Restrictive covenants limit your use of the land.	
6) There is a lien on your title, which includes: (a) a mortgage or deed of trust, (b) judgment, tax, or special assessment, or (c) a charge by a homeowner's or condominium association.	
7) Your title is unmarketable, which allows someone to refuse to purchase, lease, or make a mortgage loan on the land.	
8) Other defects, liens or encumbrances.	
9) Mechanics' liens for labor or material furnished before the policy date.	
10) Someone else has rights affecting your title arising out of leases, contract, or options.	
11) Someone has an unrecorded easement on your land.	
12) Cannot use the property as a single family residence (1 - 4 units) because the use violates an existing zoning law.	
13) Forced removal of existing structures (other than boundary walls or fences) because they: (a) Extend onto other land or an easement; (b) Violate a restriction shown in Schedule B; or (c) Violate an existing zoning law. <i>X - a deductible may apply (but only to the ALTA/CLTA Homeowner's Policy). See note below.</i>	
14) Forced removal of existing boundary walls or fences because they: (a) Extend onto other land, an easement or a building setback line; (b) Violate a restriction shown in Schedule B; or (c) Violate an existing zoning law or zoning regulation. <i>X - a deductible may apply. See note below.</i>	
15) No actual vehicular and/or pedestrian access to the land.	
16) You are forced to correct or remove an existing violation of any covenant, condition, or restriction affecting the land, even if the CC&R is excepted in Schedule B.	
17) Your title is lost or taken because of a violation of any covenant, condition, or restriction affecting the land, which occurred before you acquired title, even if the CC&R is excepted in Schedule B.	
18) Because of an existing violation of a subdivision law: (a) You are unable to obtain a building permit; (b) You are forced to correct or remove the violation; or (c) Someone refuses, based on a legal right, to purchase or make a mortgage loan on the land. <i>X - a deductible may apply. See note below.</i>	
19) You are forced to correct or remove your existing structures (other than boundary walls or fences) because they were built without a building permit. X - a deductible may apply. See note below.	
20) Your existing structures are damaged through the exercise of a right to use an easement affecting the land, even if the easement is excepted in Schedule B.	
21) Forgery, impersonation or other defect affecting your title which occurs <i>after</i> the policy date.	
22) Prescriptive easement or adverse possession against your title occurring <i>after</i> the policy date.	
23) Your existing improvements (or a replacement or modification of them <i>after</i> the policy date) are damaged because of the future exercise of a right to use the land for extraction or development of water, minerals or other substance, even if those rights are excepted in Schedule B and the damage occurs <i>after</i> the policy date.	
24) Your neighbor builds a structure (other than boundary walls or fences) on your property <i>after</i> the policy date.	
25) The residence with the address shown in Schedule A is not located on the land at the policy date.	
26) The failure of the map, if any, attached to the policy to show the correct location of the land according to the public records.	
27) Title can be transferred to a Living Trust <i>after</i> the policy date; extends to heirs and trust beneficiaries.	
28) Automatic increase in coverage up to 150% (at 10% annually for 5 years).	

NOTE: The ALTA / CLTA Homeowner's Policy is intended for one-to-four family residences. Not all coverage afforded by the policy is reflected in this comparison table. The forgoing table is only intended to highlight some of the important aspects of coverage under the ALTA / CLTA Homeowner's Policy and shall not be construed as an expansion of coverage otherwise afforded by the policy. All coverage is subject to any applicable exclusions, conditions or exceptions set forth in the policy. Because of the nature or location of certain properties, an inspection of the property may be necessary to determine if additional exceptions from coverage need to be shown in Schedule B of the policy, which will be noted in the preliminary report. Copies of these policies are available upon request. All areas above marked with an 'X' designates that one or more of the applicable covered risks are subject to a deductible and a maximum limit of liability that is less than the full extent of liability under the policy.

All Policies Revised 2006 S10-24 (S2-01_2009)