








EAGLE™ POLICY

WHY YOU SHOULD SAY "YES" WHEN ASKED IF YOU WANT AN EAGLE™ OWNER'S TITLE INSURANCE POLICY AT YOUR CLOSING...

A Standard Owner's policy of title insurance protects You from the following:

1. Title to the estate or interest being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The **EAGLE™ Policy** provides You with the following **ADDITIONAL COVERAGES**:

-  **AUTOMATIC POLICY LIABILITY INCREASES:** The amount of the policy increases by 5% of the stated amount of the policy each year for the first 5 years to a maximum of **125% of the stated amount of the policy.**
-  **BUILDING PERMIT VIOLATION:** This new coverage protects You against loss if forced to remove an existing structure (other than boundary walls and fences) because it was built by a previous owner who did not obtain a proper building permit. It gives You \$25,000 of coverage after a small deductible of one percent of the policy amount.
-  **RESTRICTIVE COVENANT VIOLATIONS:** The following three important new coverages regarding violations of restrictions that occurred before You bought the property:
 1. Protection against the loss of title because of the violations;
 2. Protection if You are unable to close a sale or obtain a loan because of the violation;
 3. Protection against loss from attempts by others to enforce restrictions against You, subject to a small deductible of one percent of the policy amount.
-  **POST-POLICY FORGERY:** The EAGLE™ Policy provides protection against forgeries which may occur in the future and cloud Your title. This is a completely new form of title insurance coverage.
-  **ENHANCED ACCESS:** This enhanced coverage insures that You have a right of both pedestrian and vehicular access to Your land. Never before has access coverage been so clearly and broadly defined.
-  **POST-POLICY ENCROACHMENT:** You are indemnified if, after purchase, someone else builds a structure (other than boundary walls and fences) which encroaches onto Your land. No other title insurance policy has ever covered this situation.
-  **STRUCTURAL DAMAGE FROM MINERALS EXTRACTION:** The EAGLE™ Policy protects Your home against damage caused by others using the surface of Your land in the course of extracting minerals. This coverage extends to structures modified or built to replace existing structures after the policy was issued.
-  **SUBDIVISION COVERAGE:** You are protected against loss if You cannot close a sale, get a loan or obtain a building permit, because Your land was improperly subdivided prior to Your purchase. It gives You up to \$10,000 of coverage, after a small deductible of one percent of the policy amount.

None of these new coverages have ever been automatically included in any owner's policy
... **UNTIL NOW!**



Please contact your local First American Agent or First American Office for more details.

COVERED RISKS		ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
1. Someone else owns an interest in your title		X	X
2. Encumbrances on your title:			
a. Someone else has an easement over your property (*)		X	X
b. Someone else has a right to limit your use of the property (*)		X	X
c. Someone else has rights affecting your title arising from a lease or contract (*)		X	X
3. Defects in title:			
a. Document in chain of title not properly signed		X	X
b. Defective execution and/or recording of any document		X	X
c. Someone else claims to have rights affecting title due to forgery, fraud or duress		X	X
4. There is a lien on your title because there is:			
a. A mortgage (*)		X	X
b. A judgment, tax lien or special assessment (*)		X	X
c. A charge by a homeowners or condo association (*)		X	X
d. A lien for labor & materials furnished before the policy date (*)		X	X
5. Title is unmarketable		X	X
6. Lack of legal right of access to and from the property		X	X
7. Lack of actual vehicular and pedestrian access to and from the property		X	X
8. Existing violations of restrictive covenants, even those excepted in Schedule B, that result in:			
a. Forced removal or correction of the violation			X
b. Loss of title			X
9. Existing violations of subdivision laws that result in:			
a. The inability to obtain a building permit (#)			X
b. Forced removal or correction of the violation (#)			X
c. The inability to complete a sale or loan transaction (#)			X
10. Building permit violations resulting in the removal or correction of existing structures, excluding boundary walls or fences (#)			X
11. Violations of existing zoning laws that result in the removal or correction of existing structures, including boundary walls and fences (#)			X
12. Cannot use the land for single-family residence because the use violates existing zoning laws			X
13. Forced removal of existing boundary walls and fences because they encroach onto a neighbor's land (#)			X
14. Forced removal of existing structures because they encroach onto an easement or building set-back line, even if they are excepted in Schedule B			X
15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing structure(s) encroaching onto your land			X
16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B			X
17. Attempted enforcement of discriminatory covenants		X	X
18. Assessment of supplemental real estate taxes not previously assessed against the land for periods prior to the policy date			X
19. Post-policy forgery			X
20. Post-policy encroachment by a neighbor			X
21. Post-policy damage from mineral or water extraction			X
22. Post-policy living trust coverage		X	X
23. Post-policy increase in coverage, up to 150% of policy amount			X
24. Post-policy adverse possession claims			X
25. Post-policy cloud on the title			X
26. Post-policy prescriptive easement claims			X
27. Coverage continues forever		X ¹	X
28. Automatic coverage of beneficiaries and heirs		X	X
29. Pays rent for substitute land or facilities			X
30. Pays reasonable costs to relocate personal property			X
31. Covers unrecorded lien by a homeowners association			X
32. Covers unrecorded easements			X
33. Covers rights under unrecorded leases			X
34. Written in "plain" language		X	X
TYPES OF PROPERTIES COVERED			
Residential properties (1-4 Family)		ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
Vacant land		X	X
Commercial properties:			
WHO CAN BE INSURED			
Natural persons		ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
Trustees of a living trust		X	X
Partnerships		X	X
Limited Liability Companies		X	
Limited Partnerships		X	
Limited Liability Partnerships		X	
Corporations		X	

(*) = Unless listed as an exception to coverage in Schedule B of the policy.

(#) = If covered by the enhanced policy, it is subject to a deductible and a maximum liability amount which may be less than the policy amount.

Mechanics Lien is
Always excluded
Policy per Lynn Grieto