

FATIC 524



Policy No. **FA-35-1423642**

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A 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.

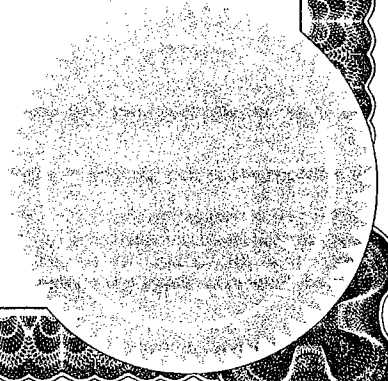
SAMPLE

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY



**OWNER'S POLICY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE A**

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
L051833/mp	FA-35-1423642	October 8, 2005 at 9:15 a.m.	\$349,500.00

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1. Name of Insured:

[REDACTED]

2. The estate or interest in the land which is covered by this policy is:

Fee Simple


3. Title to the estate or interest in the land is vested in:

[REDACTED]

4. The land referred to in this policy is described as follows:

[REDACTED]

LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Blvd., Suite 501
Aventura, FL 33180

By: 
Authorized signatory

This Policy valid only if Schedule B is attached.

**OWNER'S POLICY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B**

Issuing Office File No.: L051833

Owner's Policy Number: FA-35-1423642

EXCEPTIONS FROM COVERAGE


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. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens on the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Taxes and assessments for the year 2005 and subsequent years, which are not yet due and payable.

SAMPLE

Note: Exceptions Numbered 1 through 4 above are hereby deleted.

Special Exceptions:

7. 
8. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Kentucky Corners, as recorded in Plat Book 12, at Page 11.
9. Covenants, conditions, restrictions, liens for liquidated damages, private charges or assessments, options to purchase, rights of first refusal or prior approval of future purchasers or occupants, terms and other provisions of the Declaration of Condominium for CORAL PARK CONDOMINIUM, a Condominium, recorded in Official Records Book 23689, at Page 4444, as amended and supplemented from time to time.
10. The policy does not insure riparian or littoral rights.
11. The policy does not insure or guarantee any interest in and to personal property attached or unattached to the real estate or buildings.

This Policy valid only if Schedule B is attached.

**OWNER'S POLICY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B, Continued**

Issuing Office File No.: L051833

Owner's Policy Number: FA-35-1423642

12. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer, or gas system serving the land described herein are hereby excepted.
13. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
14. The policy does not insure, nor guarantee, the accuracy of the amount of acreage, nor the square footage, contained under the insured lands, as set forth in Schedule A, Item 3, herein.

Note: Florida Form 9.2 endorsement is attached hereto and made a part hereof.

Note: This Policy consists of insert pages labeled Schedule A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

ALL RECORDING REFERENCES ARE WITH RESPECT TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

S A M P L E

Notice of Privacy Policy of *First American Title Insurance Company*

First American Insurance Company ("First American") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures First American takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an First American title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, First American does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. First American may share nonpublic personal information as permitted by law with entities with whom First American has a joint marketing agreement. Entities with whom First American has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as First American uses to protect this information and to use the information for lawful purposes. First American, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

First American, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

SAMPLE

**RESTRICTIONS, ENCROACHMENTS, AND MINERALS ENDORSEMENT
(OWNER'S POLICY -IMPROVED LAND)**

Issued By

First American Title Insurance Company

Issuing Office File No.: L051833

Attached to Policy No.: FA-35-1423642

The Company insures the Insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - a. Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
 - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - c. Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - d. Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - e. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to existing buildings:
 - a. Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. Resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment, other than fences, landscaping or driveways, excepted in Schedule B.
4. Any final court order or judgment denying the right to maintain any existing building on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

SAMPLE

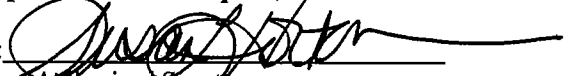
Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1 (a) and 4, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Leopold, Korn & Leopold, P.A.

By: 
Authorized Signatory