## **ALTA Commitment Form**

# COMMITMENT FOR TITLE INSURANCE

# Issued by

# First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

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outhorized Signatory



Case No: 128676

## **COMMITMENT**

## **SCHEDULE A**

1.	Effective Date: September 17, 2014 at 7:00 A.M.			
2.	2. Policy or Policies to be issued:			
	(a) ☐ ALTA Owner's Policy – 6/17/06			Amount - 0 -
		Proposed Insured:	NONE	· ·
	(b) 🗆	ALTA Loan Policy -	- 6/17/06	Amount - 0 -
		Proposed Insured:	NONE	
3.	3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at t effective date hereof vested in:			
	HRAF I	Holdings, LLC, a Dela	aware limited liability company	
4.	The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:			
	ALL OF UNIT 1A, 1B, 1C, 101-108, 2A, 2B, 2C, 201-216, POWDER RIDGE CONDOMINIUMS PHASE 1, BUILDING 3 AMENDED, ALSO ALL COMMON AREA LIMITED ACCESS ÉASEMENT AND FIRE LANE WITHIN POWDER RIDGE CONDOMINIUM PHASE 1, BUILDING 3 AMENDED,			

Property Address

Powder Ridge Condominium Phase 1, Building 3 Amended, Utah 84310

Mountain View Title & Escrow, Inc.

WEBER COUNTY, UTAH.

thorzed Officer or A ent

Escrow Officer: Mike Hendry Countersigned at Ogden, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No. 128676

## **COMMITMENT**

## SCHEDULE B - Section I

## Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

## COMMITMENT

## SCHEDULE B - Section II

## **Exceptions**

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.
- 1. Taxes or assessments which 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. Proceedings by a public agency which 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.
- 2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 4. 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.
- 5. (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.
- 6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

7. Taxes for the year 2008 are delinquent in the amount of \$220.70 plus penalty and interest. Taxes for the year 2009 are delinquent in the amount of \$231.20 plus penalty and interest. Taxes for the year 2010 are delinquent in the amount of \$259.06 plus penalty and interest. Taxes for the year 2011 are delinquent in the amount of \$269.76 plus penalty and interest. Taxes for the year 2012 are delinquent in the amount of \$277.20 plus penalty and interest. Taxes for the year 2013 are delinquent in the amount of \$271.28 plus penalty and interest. Taxes for the year 2014 are due and payable on or before November 30, 2014 in the amount of \$263.66. (FOR EACH UNIT)

SERIAL NUMBER: 23-123-0001 THRU 23-123-0030

## COMMON AREA:

Taxes for the year 2013 were exempt. SERIAL NUMBER: 23-123-0031

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

#### COMMITMENT

#### SCHEDULE B - Section II

## **Exceptions**

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, EDEN CEMETERY DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., POWDER MNTN WATER & SEWER DISTRICT, PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
- 10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
- 11. Reservations contained in Deed from First Security Bank of Utah, N.A. to Holmgren Land & Livestock Company, recorded January 3, 1953 in Book 407, Page 335, Records as follows: Reserving however, unto the Seller, its successors and assigns, all the oil, gas, petroleum and all other minerals and mineral substances of any kind or nature that may be found in, on or under said lands; together with the rights of ingress and egress, over, across and upon the said lands for the purpose of removing any and all oil or gas; together with sufficient rights for the reasonable operation of any gas or oil well of whatever kind or nature; together with sufficient rights for the reasonable operation of any gas or oil well of whatever kind or nature; together with sufficient surface rights of the operation for any mill, refinery or pipeline reasonably necessary or convenient for the operation of any oil or gas well of any kind or nature; together with a perpetual right to enter upon all of said parcels or tracts of land to open, mine, drill wells and trench and lay, maintain and operate pipelines and to erect, maintain and operate all structures, appliances, improvements and fixtures, necessary to convenient in searching for, procuring, producing, treating, caring for and storing transporting and removing any and all such natural gas, oil, petroleum, coal and other minerals and mineral substances of whatever kind or nature that may be found thereon or thereunder and the perpetual right to erect, maintain and operate telephone, telegraph and power lines for the use of the Seller and its beneficiaries and its and their successors in interest; together with the right to maintain, repair, replace and remove any and all such structures, appliances, improvements and fixtures place thereon, and together with full right to develop, produce store and use all water necessary or convenient in carrying on said operation or any part thereof.
- 12. Reservation in Warranty Deed from Parley O. Holmgren, etal, to Bert J. Brown and Evan Brown, recorded in Book 540 Page 494, Records and in Warranty Deed from said Brown to R.W. Davis Livestock Co., recorded December 17, 1974 in Book 1073 Page 31, Records as follows: Reserving and excepting to the Grantors, their successors or assigns forever, an undivided ½ interest in and to all oil, gas, petroleum, naphthalene or other hydrocarbon substances and minerals of whatsoever kind or nature, in, upon or beneath the property herein above described, together with the right of entry and all other rights including the rights of ways and easements

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



LICENSED TITLE INSURANCE AGENCY

## First American Title Insurance Company

Case No: 128676

#### COMMITMENT

#### SCHEDULE B - Section II

## Exceptions

which may be necessary for the development, production, removal of all such substances or minerals together with the right to the full enjoyment of Grantors interest herein reserved. Subject however, to all rights to gas, oil and other minerals of whatsoever kind or nature and the appurtenances thereto, heretofore reserved by any previous owner of any of the aforesaid lands and subject to all easements and rights of way now existing or reserved.

13. Reservation in Warranty Deed, executed March 31, 1980, by R.W. Davis Livestock Company to Western America Development Corporation, Inc., a Utah Corporation, recorded June 9, 1980 in Book 1358, Page 621, Records of Weber County, Utah: "Reserving and excepting to the Grantors, its successors and assigns forever, all oil, gas, petroleum, naphthalene or other hydrocarbon substances and minerals of whatsoever kind or nature in, upon or beneath the property herein above described, together with the right of entry and all other rights including the rights of way and easements which may be necessary for the development, production, removal of all such substances or minerals, together with the full enjoyment of such interest herein reserved.

14. OIL AND GAS LEASE

Lessor: FIRST SECURITY BANK OF UTAH

Lessee: J.W. BLOOM

Recorded: September 10, 1980 Book: 1365 Page: 1358

THE INTEREST OF THE LESSEE ASSIGNED TO VALERO PRODUCING CO.

Recorded: September 10, 1980 Book: 1365 Page: 1362

15. ASSIGNMENT OF OVERRIDING ROYALTY FROM J.W. BLOOM TO JOHN E. HUFFMAN

Recorded: May 27, 1981 Book: 1382 Page: 1019

16. WATER CONTRACT

By and Between: WEBER BASIN WATER CONSERVATION DISTRICT AND POWDER MOUNTAIN

WATER AND SEWER DISTRICT

Recorded: March 14, 1984 Book: 1442 Page: 1715

17. COVENANT AND AGREEMENT

Dated: November 23, 1982

By and Between: OGDEN VALLEY DEVELOPMENT COMPANY AND WEBER COUNTY

Recorded: November 24, 1982 Book: 1413 Page: 1181 Rerecorded: May 17, 1983 Book: 1424 Page: 2418

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

## COMMITMENT

## SCHEDULE B - Section II

## **Exceptions**

18. COVENANT AND AGREEMENT SECURING INSTALLATION OF SEWER IMPROVEMENTS

Dated: November 23, 1982

LICENSED TITLE INSURANCE AGENCY

By and Between: ALVIN F. COBABE AND JUNE COBABE, HUSBAND AND WIFE AND OGDEN

VALLEY DEVELOPMENT COMPANY, A UTAH CORPORATION

Recorded: November 24, 1982

Entry Number: 868460 Book: 1413 Page: 1192

19. The subject property is encroached upon by the Ski Trail Easement as dedicated on the Record of Survey May

for Powder Ridge Condominiums, Phase 1

Dated: September 16, 1988 Recorded: September 20, 1988 Entry Number: 1058214 Book: 30 Page: 92

20. Access via private road and/or street and is subject to maintenance fees thereof.

21. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the land as shown on the Record of Survey Map and as set forth in the declarations referred to herein.

22. EASEMENT AND RIGHT OF WAY GRANT

Grantor: POWDER RIDGE VILLAGE OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT

CORPORATION

Grantee: POWDER MOUNTAIN PROPERTIES, L.L.C., A UTAH LIMITED LIABILITY COMPANY

Location: SEE DEED

Purpose: INSTALLING, MAINTAINING, AND OPERATING WATER, SEWER, ELECTRIC,

TELEPHONE, STORM DRAIN AND OTHER UTILITY LINES AND SERVICES TO AND PROVIDING

INGRESS AND TO AN EGRESS FROM, CERTAIN PARCELS OF LAND

Dated: October 23, 2003 Recorded: October 1, 2003 Entry Number: 1985683

23. EASEMENT AND RIGHT OF WAY GRANT

Grantor: POWDER RIDGE VILLAGE OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT

CORPORATION

Grantee: ROCKWELL DEVELOPMENT CORPORATION, A UTAH CORPORATION

Location: SEE DEED

Purpose: INSTALLING, MAINTAINING, AND OPERATING WATER, SEWER, ELECTRIC,

TELEPHONE, STORM DRAIN AND OTHER UTILITY LINES AND SERVICES TO AND PROVIDING

INGRESS AND TO AN EGRESS FROM, CERTAIN PARCELS OF LAND

Dated: October 1, 2003

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

#### COMMITMENT

## SCHEDULE B - Section II

## Exceptions

Recorded: October 23, 2003 Entry Number: 1985684

24. RIGHT OF WAY EASEMENT

Grantor: POWDER RIDGE VILLAGE OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT

CORPORATION

Grantee: PACIFICORP, AN OREGON CORPORATION

Location: SEE DEED

Purpose: FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCES THERETO, INCLUDING WITHOUT LIMITATION: WIRE,

FIBERS, CABLES AND OTHER CONDUCTORS AND CONDUITS THEREFOR; AND PADS, TRANSFORMERS, SWITCHES, VAULTS AND CABINETS. ALONG THE GENERAL COURSE

Dated: September 30, 2004 Recorded: October 12, 2004 Entry Number: 2061672

25. RIGHTS OF WAY FOR ROAD, DITCHES, CANALS, PIPELINES OF TRANSMISSION LINES NOW EXISTING OVER AND ACROSS THE SUBJECT PROPERTY, AND AS DISCLOSED IN BOOK 24 OF PLATS AT PAGE 80.

(AFFECTS PRIVATE ROAD RIGHT OF WAY)

26. EFFECT OF, IF ANY, FILING OF THE POWDER RIDGE CONDOMINIUMS DEDICATION PLAT INCLUDING EASEMENT(S), SETBACKS, NOTES AND RESTRICTIONS AS SHOWN ON THE SUBDIVISION PLAT

Recorded: November 24, 1982

Entry Number: 868458 Book: 24 Page: 77

ORDER TO VACATE
Dated: September 19, 1988
Recorded: September 19, 1988
Entry Number: 1058213

Book: 1547 Page: 1589

27. EFFECT, IF ANY, OF FILING OF PHASE I POWDER RIDGE CONDOMINIUMS DEDICATION PLAT INCLUDING EASEMENT(S), SETBACKS, NOTES AND RESTRICTIONS AS SHOWN ON THE SUBDIVISION PLAT

Recorded: September 20, 1988 Entry Number: 1058214 Book: 30 Page: 92

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

## COMMITMENT

#### SCHEDULE B - Section II

## **Exceptions**

TERMS AND CONDITIONS OF POWDER RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

MINUTES OF SPECIAL OWNERS MEETING

Dated: August 7, 2003 Recorded: October 23, 2003

ORDINANCE NO. 2003-12

Dated: July 1, 2003

Purpose: AN ORDINANCE OF WEBER COUNTY TO VACATE POTIONS OF POWDER RIDGE

CONDOMINIUMS.

Recorded: October 23, 2003 Entry Number: 1985678

28. EFFECT OF POWDER RIDGE CONDOMINIUMS PHASE 1 AMENDED DEDICATION PLAT, INCLUDING EASEMENT(S), SETBACKS, NOTES AND RESTRICTIONS AS SHOWN ON THE

SUBDIVISION PLAT Recorded: October 23, 2003 Entry Number: 1985679 Book: 58 Page: 72

ORDINANCE NO. 2007-20 Dated: August 14, 2007

Purpose: AN ORDINANCE OF WEBER COUNTY, VACATING A PORTION OF POWDER RIDGE CONDOMINIUMS PHASE 1 AMENDED INCLUDING ALL PRIVATE ACCESS EASEMENTS LOCATED

AT APPROXIMATELY 6172 NORTH POWDER RIDGE ROAD.

Recorded: August 22, 2007 Entry Number: 2286680

29. EFFECT OF POWDER RIDGE CONDOMINIUMS PHASE 1 BUILDING 3 AMENDED DEDICATION PLAT, INCLUDING EASEMENT(S), SETBACKS, NOTES AND RESTRICTIONS AS SHOWN ON THE SUBDIVISION PLAT

Recorded: August 27, 2007 Entry Number: 2286682 Book: 66 Page: 71

30. DECLARATION OF OWNER AND DEVELOPER, INCLUDING THE TERMS AND CONDITIONS

THEREOF

By and Between: POWDER RIDGE DEVELOPERS I, LTD. AND DENNIS A. GRIFFITH

Recorded: August 27, 2007 Entry Number: 2286683

31. WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF

By and Between: DENNIS A. GRIFFITH AND WEBER COUNTY CORP.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

# MOUNTAIN VIEW TITLE & ESCROW, INC. LICENSED TITLE INSURANCE AGENCY

## **COMMITMENT**

#### **SCHEDULE B - Section II**

## **Exceptions**

Recorded: August 22, 2007 Entry Number: 2286684

32. Notes, Conditions, Easements and/or Reservations as disclosed on dedication plat.

## 33. DECLARATION OF CONDOMINIUM FOR POWDER RIDGE CONDOMINIUM PROJECT

Dated: October 3, 1988 Recorded: October 4, 1988 Entry Number: 1069661 Book: 1548 Page: 1453

## AMENDED DECLARATIONS

Recorded: January 7, 1988 Entry Number: 1035203 Book: 1532 Page: 1407

## AMENDED DECLARATIONS

Dated: February 24, 1983 Recorded: March 2, 1983 Entry Number: 874564 Book: 1419 Page: 1384

## AMENDED AND RESTATED DECLARATION PF CONDOMINIUM FOR POWDER RIDGE

CONDOMINIUMS PHASE 1 AMENDED

Recorded: October 23, 2003 Entry Number: 1985680

## 34. DECLARATION OF OWNER AND DEVELOPER

Recorded: August 22, 2007 Entry Number: 2286683

## **BY-LAWS**

Dated: December 10, 1982 Recorded: January 11, 1983 Entry Number: 871393 Book: 1416 Page: 1180

## **DECLARATIONS**

Recorded: December 1, 1982 Entry Number: 868758 Book: 1414 Page: 41

## AMENDED AND RESTATED BYLAWS

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

#### COMMITMENT

## SCHEDULE B - Section II

## Exceptions

Recorded: October 23, 2003 Entry Number: 1985681

**BYLAWS** 

Recorded: October 23, 2003 Entry Number: 1985682

35. MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

Recorded: January 27, 2014 Entry Number: 2672941

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.

36. SUBDIVISION IMPROVEMENT AGREEMENT

Dated: August 10, 2007

By and Between: DENNIS A. GRIFFITH AND WEBER COUNTY CORP.

Recorded: August 22, 2007 Entry Number: 2286684

37. NEGATIVE PLEDGE AGREEMENT

Dated: July 23, 2009

By and Between: HRAF HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY AND BANK OF

AMERICA, N.A., A NATIONAL BANKING ASSOCIATION

Recorded: July 30, 2009 Entry Number: 2427063

38. NOTICE OF NON-COMPLIANCE

Dated: September 3, 2009 Recorded: September 3, 2009 Entry Number: 2433144

39. NOTICE OF NON-COMPLIANCE AND SUSPENSION OF FINAL PLAT APPROVAL

Dated: September 29, 2009 Recorded: September 30, 2009 Entry Number: 2436982

- 40. THE INTEREST OF MARVIN J. SEXTON BY VIRTUE OF THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 2543040 OF WEBER COUNTY RECORDS.
- 41. ANY LIENS IN FAVOR OF THE POWDER RIDGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



Case No: 128676

## **COMMITMENT**

#### SCHEDULE B - Section II

## **Exceptions**

- 42. THE INTEREST OF DENNIS A. GRIFFITH THE "RIGHT TO CONSTRUCT" FIFTEEN (15) "FUTURE UNITS" IN FUTURE BUILDING 3A, 3B, 3C AND 3D AND THE PARKING THEREFOR, AS DISCLOSED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 2264692 IN WEBER COUNTY RECORDS.
- 43. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

HRAF HOLDING, LLC

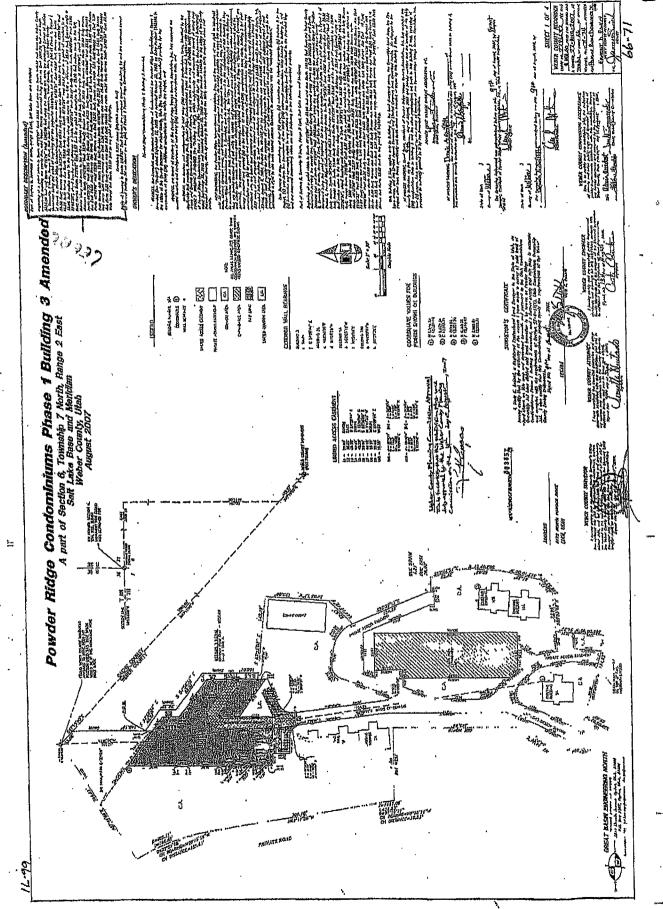
44. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

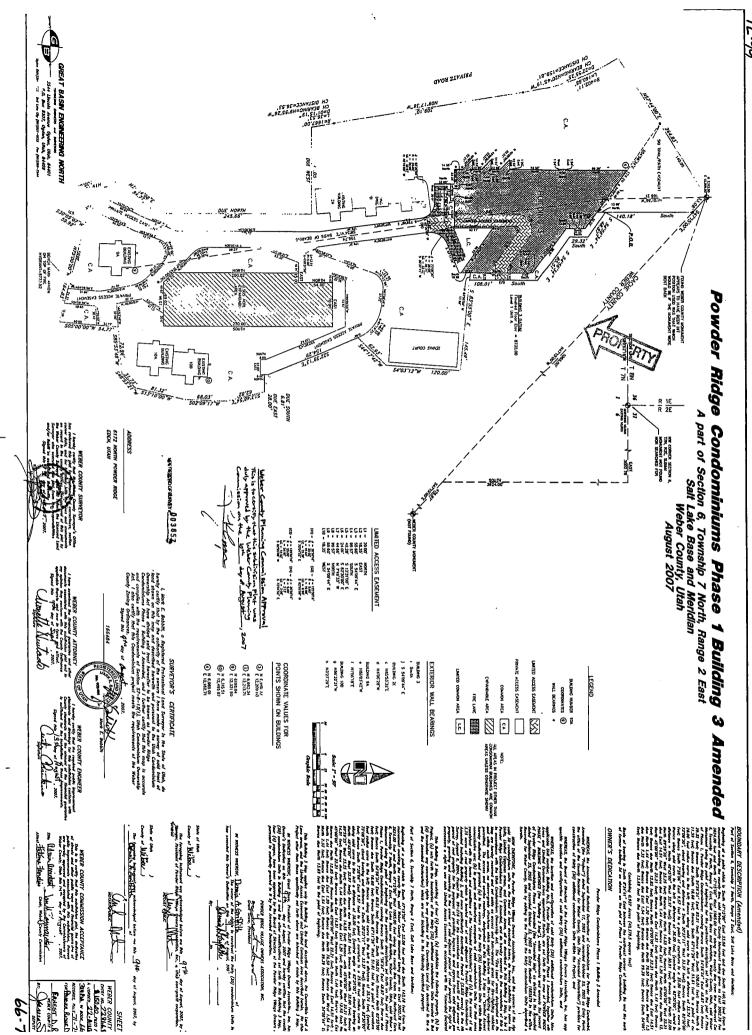
NONE

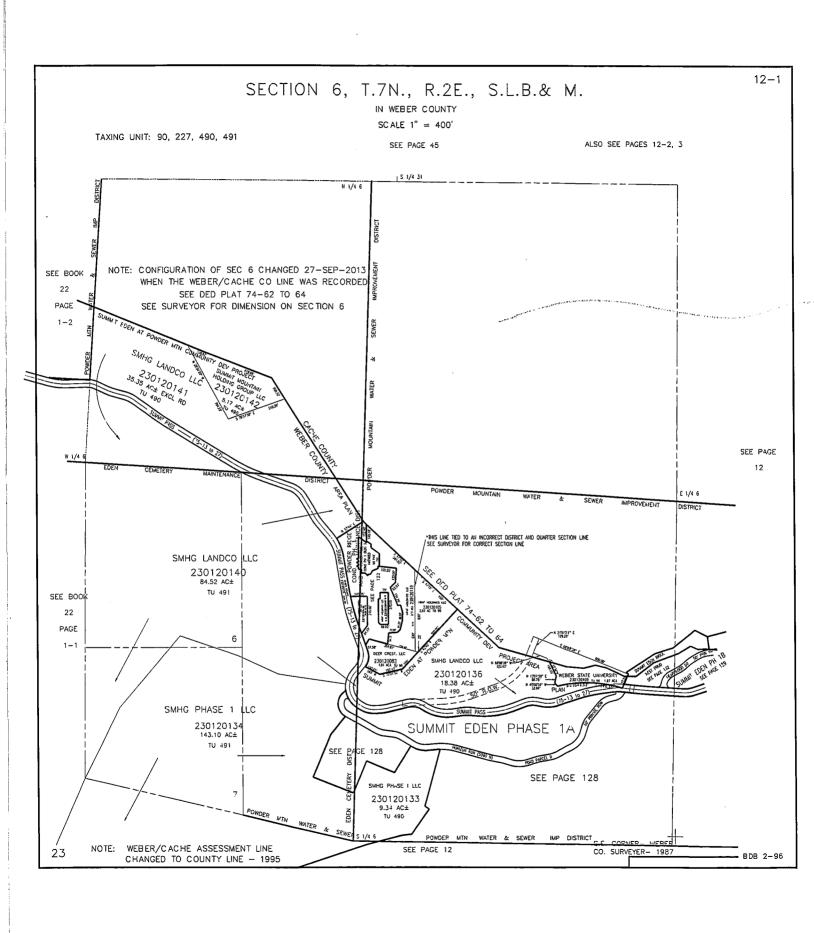
- 45. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
- 46. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT http://www.alta.org. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

## CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.







PART OF SECTION 6, T.7N., R.2E., S.L.B. & M.

# POWDER RIDGE CONDOMINIUMS PHASE 1 BUILDING 3 AMENDED

IN WEBER COUNTY

TAXING UNIT: 227

SC ALE 1" = 40'

