



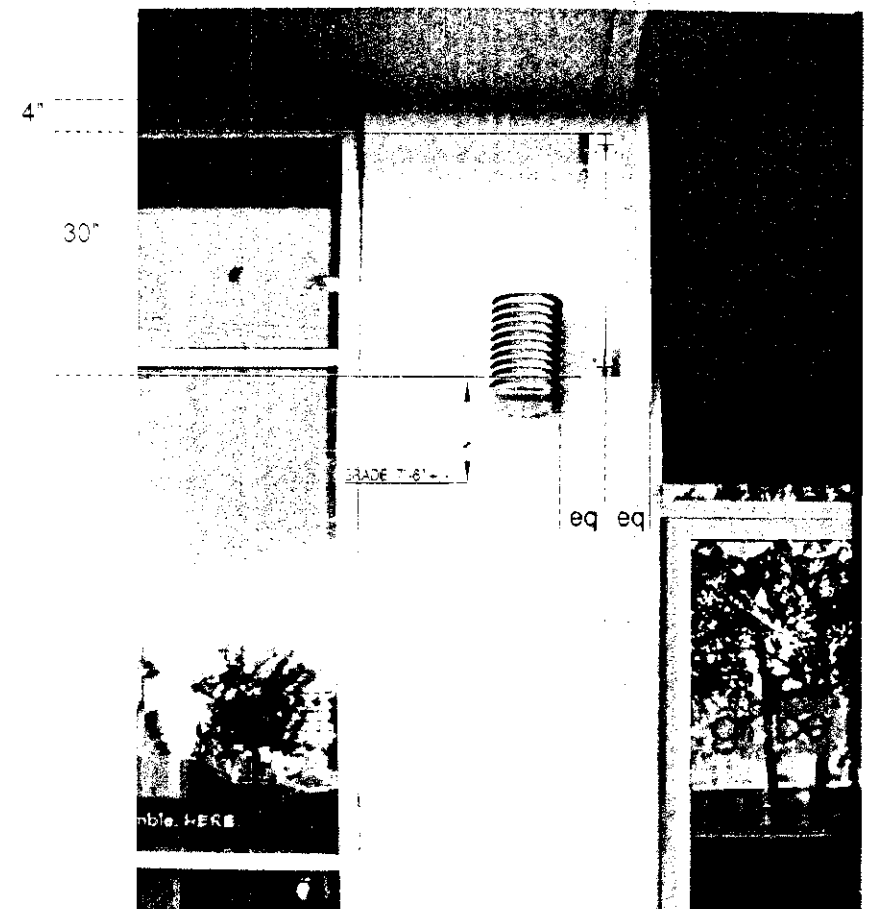
- 1 D/F BLADE SIGN (1) req'd scale 1/2"=1'-0"
- NON ILLUM. DF BLADE SIGN W/ BRACKET
 - 1/8" THICK ALUM. SIGN PANEL
 - 1/4" ALUM. MOUNTING PLATE
 - 1" ALUM. ANGLE SUPPORTS
 - SPOT LIGHTS IF REQUIRED BY OWNER
- ▲ 7'-6" +/- FROM SIDE WALK TOP OF GRADE**

COLORS:
PAINT ENTIRE SIGN & BRACKET MATTHEWS
BRUSHED ALUMINUM
LOGO: BLACK VINYL
NOTE: LOGO SHOWN
FOR PRESENTATION.
ACTUAL TO BE
VERIFIED BEFORE MFG.



ELEVATION

scale: 1/2"=1'-0"



EXACT MOUNTING LOCATION TO BE VERIFIED

scale: 1/2"=1'-0"

ARC-40353
12/14/10 DDRC

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DEC 03 2010

**FEDERAL
HEATH**
SIGN COMPANY
www.FederalHeath.com
3900 W. Dewey Drive Las Vegas, NV 89118
(702) 739-9468 Fax (702) 795-0378

Manufacturing Facilities:
Oceanside • Euless • Jacksonville • Columbus
Office Locations:
Oceanside • Las Vegas • Laughlin • Idaho Falls
Euless • Jacksonville • Houston • San Antonio
Corpus Christi • Grafton • Milwaukee
Willowbrook • Louisville • Indianapolis • Columbus
Cincinnati • Westerville • Knoxville • Tunica
Atlanta • Tampa • Daytona Beach • Winter Park

Building Quality Signage Since 1901

Revisions

R1-CHANGE TO PTD. FINISH M.E. 11-17-10
R2-CHANGE LOGO M.E. 11-29-10

Client Approval/Date: _____

Landlord Approval/Date: _____

Account Rep: D.CONNER

Project Manager: L.MORGAN

Drawn By: M.ELLIS

UL Underwriters Laboratories Inc. nfc ELECTRICAL TO USE UL LISTED COMPONENTS AND SHALL MEET ALL NEC STANDARDS

Project Location

globe
SALON

900 Las Vegas Blvd. So
Suite 130
Las Vegas, NV 89101

Job Number

Date: 9-20-10

Sheet Number: 1 of 1

Design Number: 11557 R2

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176889-C-10

Resnick's
900 Las Vegas Blvd. South
Suite #120
Las Vegas, NV 89101

HOOVER AVENUE

SIGN
LOCATION

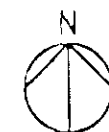
TO PARKING

PARKING

FOURTH STREET

SOHO LOFTS - RETAIL
LAS VEGAS, NV

ARC-40353
12/14/10 DDRC



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City of Las Vegas

**FEDERAL
HEALTH**

SIGN COMPANY

www.federalhealth.com

3900 W. Dewey Drive

Las Vegas, NV 89118

(702) 739-9468

Fax (702) 795-0378

Manufacturing Facilities
Oceanside - Euless - Jacksonville - Columbus
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Oceanside - Las Vegas - Taughton - Grand Falls
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Waukegan - Louisville - Indianapolis - Columbus
Cincinnati - Westerville - Knoxville - Tulsa
Atlanta - Tampa - Daytona Beach - Winter Park

Building Quality Signage Since 190

Revisions

1. Bring to print, white background 11-15-10
2.
3.
4.
5.
6.

Account Rep D.CONNER

Project Manager L.MORGAN

Drawn By M.ELLIS

Project Location

globe
SALON

900 Las Vegas Blvd. So.
Suite 130
Las Vegas, NV 89101

Underwriters Laboratories Inc. FOR THE QUALITY ASSURED
ELECTRONIC AND SIGNALING
PRODUCTS

Client Approval/Date:

Landlord Approval/Date:

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limited print and may not be reproduced without
the written permission of the City of Las Vegas
Department of Public Works, Engineering Division
dated 12/14/10.
City of Las Vegas, Department of Public Works,
Engineering Division, Peter H. Smith,
Permit Review Manager

Job Number

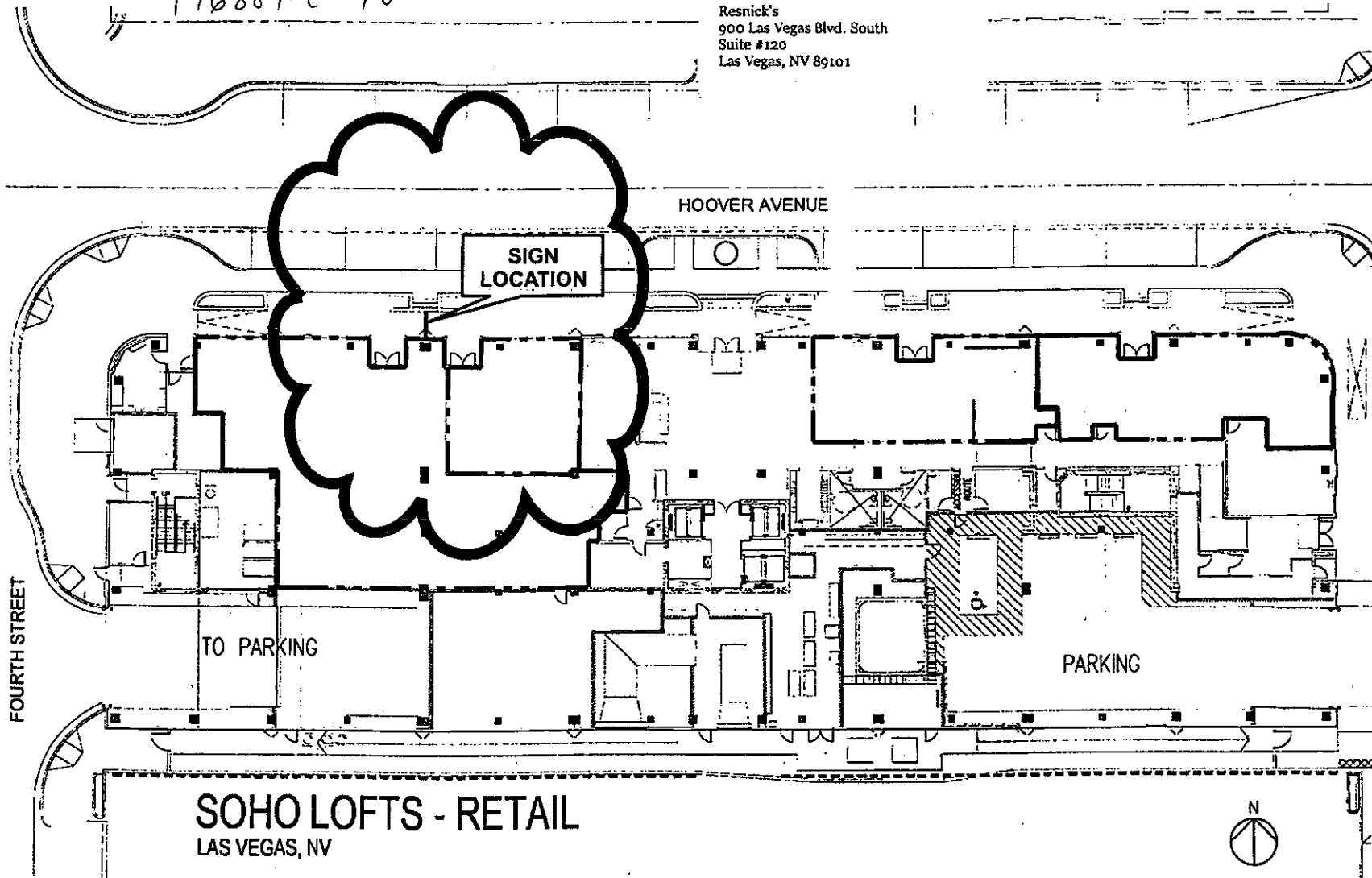
Date 10-19-10

Number 1 or 3

Design Number 11570 R1

176889-C -10

Resnick's
900 Las Vegas Blvd. South
Suite #120
Las Vegas, NV 89101



SOHO LOFTS - RETAIL
LAS VEGAS, NV

FEDERAL HEALTH

SIGN COMPANY

www.FederalHealth.com

3900 W. DeWay Drive

Las Vegas, NV 89118

(702) 795-6666

Fax (702) 795-0378

Manufacturing Facilities:

Ocala - Eufora - Jacksonville - Columbia

Other Locations:

Ocala - Las Vegas - Laughlin - Idaho Falls

Eufora - Jacksonville - Houston - San Antonio

Corpus Christi - Grafton - Milwaukee

Wichita - Louisville - Indianapolis - Columbia

Channahon - Westerville - Knoxville - Murica

Atlanta - Tampa - Daytona Beach - Winter Park

Building Quality Signage Since 1990

Revisions:

1. chg. to paint, white neon m.s. 11-15-10

2.

3.

4.

5.

6.

Account Rep: D.CONNER

Project Manager: L.MORGAN

Drawn By: M.ELLIS

Project / Location:

globe
SALON

900 Las Vegas Blvd. So.
Suite 130
Las Vegas, NV 89101

Underwriters LABORATORIES, INC. ELECTRONIC SIGNAGE SYSTEMS COMPANY AND TRADE SHOW SIGN ALL A.S.C. MEMBERS

Client Approval/Date:

Landlord Approval/Date:

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Colors Depicted in This Rendering May Not Match Actual Material Finishes. Refer to Product Sample for Exact Color Match.

Job Number:

Date: 10-19-10

Number: 1 of 3

Design Number: 11570 R1

ARC-40353
12/14/10 DDRC

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City of Las Vegas

Chairman Evans looks for a motion. Commissioner Truesdell made a motion to *APPROVE* ARC-40333. Commissioner Quentin seconded the motion.

Motion unanimously ***APPROVED (7-0)*** subject to the following conditions of approval:

1. A Waiver of Title 19.06.140(C)(2) is hereby approved to allow six signs without neon or animation where 75% neon or animation is required.
2. A Waiver of Title 19.06.100(C)(5) is hereby approved to allow six on-premise signs to be located less than 50' apart where 50' separation distance is required.
3. All signage must advertise products or services obtainable on the premises of the Stratosphere Hotel and Casino.
4. All signage including temporary signage shall be properly permitted.
5. Conformance to the sign elevations and documentation as submitted and date stamped 12/01/10 in conjunction with this request, except as modified herein.
6. All City Code requirements and design standards of all City departments must be satisfied.

3. ARC-40353:

Chairman Evans read the case into the record as follows: ARC-40353 - (DDRC) - PUBLIC HEARING - APPLICANT: Federal Heath Sign Company - OWNER: Retail 110 Inc. - requests a signage review on a Mixed Use development at 900 South Las Vegas Boulevard suite # 130 (APN 139-34-411-000), C-2 (General Commercial) Zone, Ward 3 (Reese). He asked for staff's report.

Ms. Mooney read the staff report and stated staff recommends DENIAL, if approved subject to the following conditions:

1. All signage including temporary signage shall be properly permitted.
2. All signage must advertise products or services obtainable on the premises.
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.

Ms. Mooney stated the following:

This is a request for a signage review on a building located at 900 S. Las Vegas Boulevard. The property is within the Las Vegas Boulevard Scenic Byway Overlay District. The applicant is

proposing to place a 3 square-foot sign above the main entrance at suite 130 of the Soho Lofts, fronting Hoover Avenue.

The proposed sign is 2'-6" tall and 1'-3" wide. The sign is constructed of thick aluminum with the word globe spelling out on a black background with a white circle below. Salon is spelled out in thin black block letters below the circle. There are no neon or animated components to this sign and therefore it does not meet the Las Vegas Boulevard Scenic Byway Overlay District standards of 75% neon or animation.

Staff is recommending denial of this request as the proposed signage does not meet the requirements for neon or animation of the Scenic Byway Overlay District. Further, the lack of neon or animation does not capture the tradition of neon art and encourage signage that will enhance the building and the district as a nationally recognized place.

The applicant's representative, Mr. Richard Shade stated that the proposed signage on Hoover is meant to be directional signage and is meant only for daytime foot traffic. Mr. Shade also stated this signage is not meant to be as a main ID for the business, the next application will have all main ID dimensions.

The Commission showed concerns with approving this request without looking at the complete signage packet, there are missing components to make a decision. The main concern of the Commission is this sign becoming a single sign on the property.

Chairman Evans looks for a motion. Commissioner Fagg made a motion to *APPROVE* ARC-40353 with an added condition to say the owner shall submit an application for a Master Sign Plan for subject property to the DDRC for consideration. Commissioner Heiser seconded the motion.

Motion unanimously ***APPROVED (7-0)*** subject to the following amended conditions of approval:

1. All signage including temporary signage shall be properly permitted.
2. All signage must advertise products or services obtainable on the premises.
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.
6. The property owner shall submit an application for a Master Sign Plan for subject property to the Downtown Design Review Committee (DDRC) for consideration by April 2011. If no Master Sign Plan is submitted the current signage approved as part of this application must be removed.

Commissioners Van Gorp and Fagg left the meeting at 12:48 p.m. There was a brief recess. The meeting was called back to order at 12:50 p.m.

4. ARC-40354:

Chairman Evans read the case into the record as follows: ARC-40354 - (DDRC) - PUBLIC HEARING - APPLICANT: Federal Heath Sign Company - OWNER: Retail 110 Inc. - requests a signage review on a Mixed Use development at 900 South Las Vegas Boulevard suite # 120 (APN 139-34-411-000), C-2 (General Commercial) Zone, Ward 3 (Reese). He asked for staff's report.

Ms. Mooney read the staff report and stated staff recommends APPROVAL, subject to the following conditions:

1. All signage including temporary signage shall be properly permitted.
2. All signage must advertise products or services obtainable on the premises.
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.

Ms. Mooney stated the following:

This is a request for a signage review on a building located at 900 S. Las Vegas Boulevard. The property is within the Las Vegas Boulevard Scenic Byway Overlay District. The applicant is proposing to place a 51 square-foot sign above the main entrance at suite 120 fronting Hoover Avenue.

The proposed sign is 4' tall and 12'-10" wide. The sign has brushed aluminum finish background with green exposed neon cursive channel letters spelling out Resnick's. Resnick's is on a slant from the bottom left corner to top corner with the word grocery below in the bottom right corner. The word grocery will be spelled out in exposed white neon. The sign cabinet will be bordered with exposed white neon. The neon components added together comprises 87% of the total signage area and meets the Las Vegas Boulevard Scenic Byway Overlay District standards of 75% neon or animation.

Staff is recommending approval of this request as the proposed signage meets the requirements for neon or animation of the Scenic Byway Overlay District. Further, the style and character of the sign will capture the tradition of neon art and encourage signage that will enhance the building and the district as a nationally recognized place.

The applicant stated they are in agreement with the conditions of approval.

INTER - OFFICE M E M O R A N D U M

JAN 4 2011

TO:

COURTNEY MOONEY
PLANNING & DEVELOPMENT

FROM:

CITY CLERK

SUBJECT:

APPEAL ON DOWNTOWN DESIGN
REVIEW COMMITTEE

COPIES TO:

This is to certify that the following action relative to Downtown Design Review Committee decision on the application of:

FILE NO.: ARC-40353

APPLICANT: Federal Heath Sign Company

WARD: 3 (Reese)

Appeal by applicant or any other aggrieved person:

Yes

☒ No

JAN 4 2011

DATE

CITY CLERK

By: Vicky Skilbred
Chief Deputy City Clerk

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Downtown Design Review Committee Action.

December 14, 2010

Last day for filing an appeal by applicant or any other
aggrieved person. (Appeal period is ten (10) days after the
date of the DDRC decision.)

January 3, 2011



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Los Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

December 15, 2010

Sam Cherry
Retail 110 Inc.
900 S. Las Vegas Blvd
Las Vegas, Nevada 89101

RE: ARC-40353

Dear Applicant:

Your request for a signage review on a Mixed Use development at 900 South Las Vegas Boulevard suite # 130 (APN 139-34-411-000), C-2 (General Commercial) Zone, Ward 3 (Reese), was considered by the Downtown Design Review Committee (DDRC) on December 14, 2010.

The Downtown Design Review Committee (DDRC) voted to APPROVE your request, subject to the following amended conditions:

1. All signage including temporary signage shall be property permitted.
2. All signage must advertise products or services obtainable on the premises.
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.
6. The property owner shall submit an application for a Master Sign Plan for subject property to the Downtown Design Review Committee (DDRC) for consideration by April 2011. If no Master Sign Plan is submitted the current signage approved as part of this application must be removed.

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony
City Manager
Elizabeth N. Fretwell

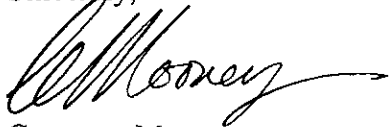


07101-001-06-09

Mr. Sam Cherry
ARC-40353 – Page Two
December 15, 2010

This action by the Downtown Design Review Committee on December 14, 2010 is final unless a written appeal is filed with the City Clerk within ten (10) days of the date of the Downtown Design Review Committee's decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Mooney', with a long horizontal flourish extending to the right.

Courtney Mooney
Urban Design Coordinator
Planning & Development Department

CM:nl

Cc:

Richard Shade
Federal Heath Sign Co.
3900 West Dewey Drive
Las Vegas, Nevada 89118



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

December 15, 2010

Sam Cherry
Retail 110 Inc.
900 S. Las Vegas Blvd
Las Vegas, Nevada 89101

RE: ARC-40353

Dear Applicant:

Your request for a signage review on a Mixed Use development at 900 South Las Vegas Boulevard suite # 130 (APN 139-34-411-000), C-2 (General Commercial) Zone, Ward 3 (Reese), was considered by the Downtown Design Review Committee (DDRC) on December 14, 2010.

The Downtown Design Review Committee (DDRC) voted to APPROVE your request, subject to the following amended conditions:

1. All signage including temporary signage shall be property permitted.
2. All signage must advertise products or services obtainable on the premises.
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.
6. The property owner shall submit an application for a Master Sign Plan for subject property to the Downtown Design Review Committee (DDRC) for consideration by April 2011. If no Master Sign Plan is submitted the current signage approved as part of this application must be removed.

Mayor
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City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony
City Manager
Elizabeth N. Fretwell



Mr. Sam Cherry
ARC-40353 – Page Two
December 15, 2010

This action by the Downtown Design Review Committee on December 14, 2010 is final unless a written appeal is filed with the City Clerk within ten (10) days of the date of the Downtown Design Review Committee's decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Mooney', with a long horizontal flourish extending to the right.

Courtney Mooney
Urban Design Coordinator
Planning & Development Department

CM:nl

Cc:

Richard Shade
Federal Heath Sign Co.
3900 West Dewey Drive
Las Vegas, Nevada 89118



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY: 702-386-9108

www.lasvegasnevada.gov

December 7, 2010

Sam Cherry
Retail 110 Inc.
900 S. Las Vegas Blvd
Las Vegas, Nevada 89101

RE: ARC-40353

Dear applicant:

Please be advised your request, as referred to above, will be considered by the **Downtown Design Review Committee on December 14, 2010**. This meeting will be held at 12:15 P.M. at the Development Services Center, 731 South Fourth Street, in Conference Room 2B, Las Vegas, Nevada.

Enclosed please find a copy of staff's recommendations and any conditions related to your application along with an agenda for the December 14, 2010 meeting.

The Downtown Design Review Committee requires that you or your representative be present at this meeting.

Sincerely,

Courtney Mooney
Urban Design Coordinator
Planning & Development Department

CM:nl

Enclosures

Cc:

Richard Shade
Federal Heath Sign Co.
3900 West Dewey Drive
Las Vegas, Nevada 89118

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Rass
Ricki Y. Barlow
Stavros S. Anthony
City Manager
Elizabeth N. Fretwell



ARC-40353

12/14/10 DDRC

AGENDA MEMO

DOWNTOWN DESIGN REVIEW COMMITTEE MEETING DATE: December 14, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ARC- 40353 - APPLICANT: Federal Heath Sign Company -

OWNER: Retail 110 Inc.

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
ARC-40353	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

ARC-40353 CONDITIONS

Planning and Development

1. All signage including temporary signage shall be properly permitted.
2. All signage must advertise products or services obtainable on the premises
3. Conformance to the sign elevations and documentation as submitted and date stamped 12/02/10 in conjunction with this request, except as modified herein.
4. All signage that encroaches into right-of-way will need an approved Encroachment Agreement from the Public Works Department prior to attachment of the sign to the building.
5. All City Code requirements and design standards of all City departments must be satisfied.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a signage review on a building located at 900 S. Las Vegas Boulevard. The property is within the Las Vegas Boulevard Scenic Byway Overlay District. The applicant is proposing to place a 3 square-foot sign above the main entrance at suite 130 of the Soho Lofts, fronting Hoover Avenue. Staff is recommending denial of this request. The proposed signage does not meet the requirements of the Las Vegas Scenic Byway Overlay District. If this request is denied, the proposed signage will not be permitted and the applicant may present a redesigned sign at a future date.

ISSUES

- The applicant is requesting a Waiver of Title 19.06.140(C)(2) to allow a non illumination or animated sign on a property located along the Las Vegas Boulevard Scenic Byway Overlay District.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
01/21/04	The City Council approved a Site Development Plan Review (SDR-3253) a Special Use Permit (SUP-3352) a Vacation (VAC-3409) for a 112-unit Mixed-Use Development with approximately 4,000 square feet of retail with Waivers of the Downtown Centennial Plan Stepback Standard and required Sidewalk Widths. The Planning Commission and Staff recommended approval.
04/07/04	The City Council adopted a resolution (R-59-2004) creating the Scenic Byways Corridor Management Plan.
04/22/04	The Planning Commission approved a Major Amendment (SDR-4117) to an approved Site Development Plan Review (SDR-3253) to increase the number of units from 112 to 120 for a residential development with approximately 4,000 square feet of retail on 0.68 acres adjacent to the southwest corner of Las Vegas Boulevard and Hoover Avenue. Staff recommended approval.
11/02/04	A Final Map (FMP-4502) was recorded for a mixed-use subdivision with 120 residential and 2 commercial lots.
11/05/08	The City Council adopted a resolution (R-62-2008) revising the Scenic Byways Corridor Management Plan.

Related Building Permits/Business Licenses	
03/03/009	A Building Permit (#114700) was issued for a 1,319 square-foot commercial tenant improvement at 900 South Las Vegas Boulevard, suite 130.
11/29/10	A Building Permit (#176889) for a wall sign located at 900 South Las Vegas Boulevard was denied by planning pending DDRC review.
07/09/08	A change of location for a Beauty Salon (Business License #B05-02782) and Retail Beauty Supplies (Business License #B08-00691) was approved for 900 South Las Vegas Boulevard, Suite 130. The original licenses were approved 10/23/00.

Most Recent Change of Ownership	
04/03/09	A deed was recorded for a change in ownership.

Field Check	
12/02/10	A site inspection of the proposed sign locations was performed by staff. The subject property was noted as a well maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	.71

Surrounding Property	Existing Land Use Per Title 19.04	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Mixed-Use Commercial/ Residential	MXU (Mixed Use)	C-2 (General Commercial)
North	Office	MXU (Mixed Use)	C-2 (General Commercial)
South	Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
East	Office	MXU (Mixed Use)	C-2 (General Commercial)
West	Office	MXU (Mixed Use)	C-2 (General Commercial)

Master Plan Areas	Yes	No	Compliance
Master Plan Area			
Downtown Centennial Plan- 18b The Las Vegas Arts District	X		Y
Special Purpose and Overlay Districts	Yes	No	Compliance
Special Purpose and Overlay Districts			
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails		X	
Rural Preservation Overlay District		X	
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

SIGN STANDARDS

Projecting Signs:

Sign A:	Allowed	Provided	Compliance
Maximum Number	One per entrance	One (1)	Y
Maximum Area	1,500 square feet	3 square feet	Y
Maximum Height	20' above parapet	below parapet	Y
Minimum Setback	May not encroach more than 8' into ROW	no encroachment into ROW	Y
Illumination	75% neon/animated	no neon/animated	N

ANALYSIS

This is a request for a signage review on a building located at 900 S. Las Vegas Boulevard. The property is within the Las Vegas Boulevard Scenic Byway Overlay District. The applicant is proposing to place a 3 square-foot sign above the main entrance at suite 130 of the Soho Lofts, fronting Hover Avenue.

The proposed sign is 2'-6" tall and 1'-3" wide. The sign is constructed of thick aluminum with the word globe spelling out on a black background with a white circle below. Salon is spelled out in thin black block letters below the circle. There are no neon or animated components to this sign and therefore it does not meet the Las Vegas Boulevard Scenic Byway Overlay District standards of 75% neon or animation.

FINDINGS

Staff is recommending denial of this request as the proposed signage does not meet the requirements for neon or animation of the Scenic Byway Overlay District. Further, the lack of neon or animation does not capture the tradition of neon art and encourage signage that will enhance the building and the district as a nationally recognized place.

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: 1 EACH NON ILLUMINATED BLADE SIGN

Project Address (Location) 900 LAS VEGAS BLVD. SOUTH SUITE #130 89109

Project Name GLOBE SALON Proposed Use _____

Assessor's Parcel #(s) 139-34-411-122 Ward # _____

General Plan: existing CENTE proposed _____ Zoning: existing C-2 proposed SAME

Commercial Square Footage 1,050 Floor Area Ratio N/A

Gross Acres N/A Lots/Units N/A Density N/A

Additional Information APPLYING FOR A NON ILLUMINATED BLADE SIGN WHERE NEON IS ONLY PERMITTED.

PROPERTY OWNER Retail 110 Inc. Contact Sam Cherry
Address 900 Las Vegas Blvd S. #120 Phone: 702-630-1802 Fax: 702-920-8424
City Las Vegas State NV Zip 89101
E-mail Address sam@cherrylv.com

APPLICANT FEDERAL HEATH SIGN COMPANY Contact RICHARD SHADE
Address 3900 WEST DEWEY DRIVE Phone: 739-9466 Fax: 795-0378
City LAS VEGAS State NEV Zip 89118
E-mail Address RSHADE@FEDERALHEATH.COM

REPRESENTATIVE FEDERAL HEATH SIGN Co. Contact RICHARD SHADE
Address 3900 WEST DEWEY DRIVE Phone: 739-9466 Fax: 795-0378
City LAS VEGAS State NEV Zip 89118
E-mail Address RSHADE@FEDERALHEATH.COM

Property Owner Signature* [Signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

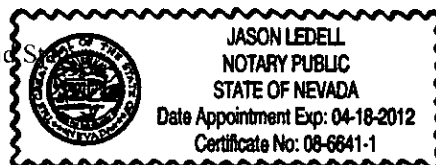
Print Name Sam Cherry

Subscribed and sworn before me

This 15th day of December, 20 10.

[Signature]

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>ARC-40353</u>
Meeting Date:	<u>12-14-10</u>
Total Fee:	<u>—</u>
Date Received:*	<u>12-2-10</u>
Received By:	<u>[Signature]</u>

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
DEC 03 2010

12/03/10

To: (DDRC) City of Las Vegas Department of Planning & Development

Re: Globe Salon Blade Sign
900 South Las Vegas BLVD Suite #130
Las Vegas, Nv 89109

On behalf of our customer this letter is to ask permission to install a double face Blade sign 1'-6" wide by 2'-6" in height non illuminated with aluminum body and matching brackets and spot lights. This sign type is attended to attracted pedestrian traffic because of the building inset store front and support columns that protrude past the entry that block viewing this sign type will insure that pedestrian traffic will notice the business's that operate in the location and identify entrances to business's that are only visible by road way traffic. This sign is small in nature and is attended to boost revenue from pedestrian foot traffic the design is complementary to the building appearance.

We would like to request a waiver of the 75% of the sign to be illuminated with neon per the Las Vegas Boulevard Scenic Byway overlay District sign requirements.

Thank you,

Richard C. Shade II


702-739-9466

Federal Heath Sign Co.
3900 West Dewey Drive
Las Vegas, Nv 89118

ARC-40353
12/14/10 DDRC



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ARC-40353 APN: 139-34-411-122

Name of Property Owner: Retail 110 Inc

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

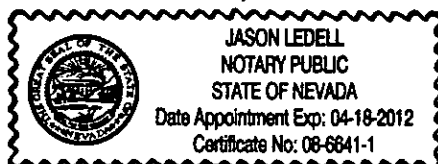
Signature of Property Owner: [Signature]

Print Name: Sam Cherry

Subscribed and sworn before me

This 15th day of December, 20 10

[Signature]
Notary Public in and for said County and State



RECEIVED

DEC 02 2010

City of Las Vegas

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 139-34-411-122

PARCEL I:

COMMERCIAL UNIT R-2 OF FINAL MAP OF SOHO LOFTS, A CONDOMINIUM COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120 OF PLATS, PAGE 42, AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR SOHO LOFT CONDOMINIUM ASSOCIATION ("DECLARATION"), RECORDED AUGUST 18, 2004 IN BOOK 20040818 AS DOCUMENT NO. 02325, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

THE EXCLUSIVE RIGHT TO USE AND OCCUPANCY OF ANY LIMITED COMMON ELEMENT AS SHOWN ON THE CONDOMINIUM PLAT AND FURTHER DESCRIBED IN SAID DECLARATION AS APPURTENANT TO PARCEL 1 ABOVE.

PARCEL III:

AN UNDIVIDED .0125414 INTEREST AS TENANT-IN-COMMON IN THE COMMON ELEMENTS OF SOHO LOFTS, A CONDOMINIUM COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 120 OF PLATS, PAGE 42, AND AS FURTHER SET FORTH IN SAID DECLARATION. PROVIDED, HOWEVER, THAT THE COMMERCIAL OWNER SHALL HAVE NO RIGHT TO INGRESS, EGRESS, ACCESS, USE OR ENJOYMENT OF ANY LIMITED COMMON ELEMENT IDENTIFIED AS FOR THE EXCLUSIVE USE OF RESIDENTIAL UNIT OWNERS OR AS LIMITED COMMON ELEMENTS APPURTENANT TO THE RESIDENTIAL UNITS OR ANY SUBSET OF THEM, INCLUDING, WITHOUT LIMITATION, ANY RECREATIONAL FACILITIES

EXCEPTING THEREFROM ALL UNITS AND ASSOCIATION COMMON ELEMENTS AS SHOWN ON THE CONDOMINIUM PLAT, AND AS FURTHER SET FORTH IN SAID DECLARATION.

PARCEL IV

NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN EASEMENTS FOR ACCESS, INGRESS AND EGRESS ACROSS THE COMMON ELEMENTS (BUT NOT ANY LIMITED COMMON ELEMENT NOT ASSIGNED TO SUCH COMMERCIAL UNIT) AS REASONABLY NECESSARY FOR THE COMMERCIAL OWNERS, COMMERCIAL OCCUPANTS, AND THEIR INVITEES TO FULLY ACCESS AND USE THE COMMERCIAL UNIT.

ARC-40353
12/14/10 DDRC

APN:
13934411122

4-1

20090403-0004015

Fee: \$16.00 RPTT: EX#001
N/C Fee: \$0.00

04/03/2009 16:26:26
T20090116003

Requestor:
CHERRY DEVELOPMENT

Debbie Conway AEA
Clark County Recorder Pgs: 4

RPTT: ~~Exempt~~/g/ Exempt 1

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSTH: That Soho Lofts, LLC, a Nevada limited liability company (the "Grantor"), absent consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Retail 130, Inc., a Nevada corporation (the "Grantee"), its successors and assigns, all right, title and interest in, to and under the tracts, pieces or parcels of real property situated in the County of Clark, State of Nevada, more particularly described on Exhibit A attached hereto and incorporated herein by reference. Mail tax statements to Grantee address as follows:

Retail 130, Inc.
1351 W. Warm Springs Rd.
Henderson, Nevada 89014

Return Document to:
MAIL TAX STATEMENT TO:

Cherry Development
714 South 4th St.
Las Vegas, Nevada 89101

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

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DEC 02 2010

City of Las Vegas

ARC-40353
12/14/10 DDRC

SUBJECT TO current taxes and assessments and existing liens, encumbrances, rights-of-way, easements, restrictions, reservations and other matters of record.

Dated as of the 4th day of March, 2009.

By: [Signature]
Sam Cherry, a member

By: [Signature]
Harris Rittoff, a member

STATE OF NEVADA)
COUNTY OF Clark) ss

On the 4th day of March, 2009, personally appeared before me, a Notary Public in and for said County and State, Sam Cherry & Harris Rittoff, personally known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the purposes and uses therein mentioned.

IN WITNESS WHEREOF, I have executed this notary and affixed my official seal.

[Signature]
Notary Public

Jason Ledell

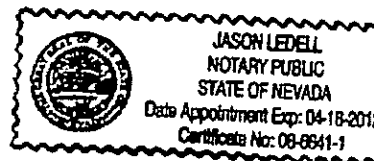


EXHIBIT "A"

LEGAL DESCRIPTION

SOHO LOFTS
PLAT BOOK 120 PAGE 42
UNIT R-2 RETAIL
SEC 34 TWP 20 RNG 61

State of Nevada Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____

Book: _____ Page: _____

Date of Recording: _____

Notes: OK

1. Assessor Parcel Number(s)

- a) 13934411122
b) _____
c) _____
d) _____

2. Type of Property:

- a) Vacant Land b) Single Fam. Res.
☒ c) Condo/Twnhse d) 2-4 Plex
e) Apt. Bldg. f) Comm'l/Ind'l
g) Agricultural h) Mobile Home
i) Other _____

3. Total Value/Sales Price of Property:

\$ 1.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ _____

Real Property Transfer Tax Due:

\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 191 Exempt 1

b. Explain Reason for Exemption: Grantor owns 100% of company. There are no other owners. / /
Exempt 1 Affiliated businesses wholly owned by the grantor.

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: manager

Signature: _____ Capacity: manager

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Soho Lofts, LLC
Address: 1351 W. Warm Springs Rd.
City: Henderson
State: Nevada Zip: 89014

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Retail 130, Inc.
Address: 1351 W. Warm Springs Rd.
City: Henderson
State: Nevada Zip: 89014

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4/015



TICOR TITLE OF NEVADA, INC.

8379 West Sunset Road, Suite 120, Las Vegas, NV 89113
(702)932-0777

PRELIMINARY REPORT

ORDER NO.: TT05-TT10050525

In response to the application for a policy of title insurance referenced herein, Ticor Title of Nevada, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Ticor Title of Nevada, Inc..

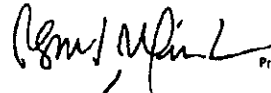
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned _____



TICOR TITLE OF NEVADA, INC.

BY  President

ATTEST  Secretary



Ticor Title of Nevada

2285 Corporate Circle #130, Henderson, NV 89074
(702)932-0812

PRELIMINARY REPORT

ESCROW OFFICER: Kim Hernandez
TITLE OFFICER: Tom Courey

ORDER NO.: TT05-TT10050525

LOAN NO.:

TO: Ticor Title of Nevada
2285 Corporate Circle #130
Henderson, NV 89074

ATTN: Kim Hernandez

YOUR REFERENCE:

SHORT TERM RATE: N/A

PROPERTY ADDRESS: 900 S Las Vegas Blvd Unit 140
Las Vegas, Nevada

EFFECTIVE DATE: June 16, 2010, 07:30 AM

The form of Policy or Policies of title insurance contemplated by this report is:
ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A CONDOMINIUM, as defined in Chapters 116 and 117, as applicable of Nevada Revised Statutes, in fee.
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Retail 130, Inc, a Nevada corporation
3. THE LAND REFERRED TO IN THIS REPDRT IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. (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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, 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. General and special State, County and/or City property taxes for the fiscal year 2010-2011, now a lien, not yet payable.

Assessor's Parcel No. 139-34-411-122

7. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.
8. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of in the City of Las Vegas, Nevada which subjects the same to its City Charter and mandatory rules and regulations.
9. Water rights, claims or title to water, whether or not disclosed by the public records.
10. Mineral rights, reservations, easements and exclusions as contained in the Patent from the State of Nevada recorded June 29, 1904, Book "F" of Miscellaneous Records, Page 500, of Official Records.
11. Matters contained in that certain document entitled "Redevelopment Plan",
Recorded: March 11, 1986, Instrument No. 00777, Book 860311, of Official Records

Reference is hereby made to said document for full particulars.

Modification(s) of said covenants, conditions and restrictions

Recorded: February 11, 1988, Instrument No. 00382, Book 880211, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 22, 1996, Instrument No. 00847, Book 961122, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 22, 1996, Instrument No. 00848, Book 961122, of Official Records

and re-recorded November 25, 1996, Instrument No. 00566, Book 961125, of Official Records

12. Any discrepancy in boundaries, area or any other facts which are disclosed by the Record of Survey:
File: LG Local Government Plats, Page 78
Recorded: November 22, 1996, Instrument No. 00849, Book 961122, of Official Records.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: Cox Communications Las Vegas, Inc.
Purpose: Communication lines and incidental purposes
Recorded: June 8, 2004, Instrument No. 01110, Book 20040608, of Official Records

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: Nevada Power Company
Purpose: electrical lines and incidental purposes
Recorded: June 30, 2004, Instrument No. 03739, Book 20040630, of Official Records

15. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: August 18, 2004, Instrument No. 02325, Book 20040818, of Official Records

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith and for value.

Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to Soho Lofts Homeowners Association .

Modification(s) of said covenants, conditions and restrictions

Recorded: May 31, 2006, Instrument No. 0005726, Book 20060531, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 30, 2006, Instrument No. 0006705, Book 20061130, of Official Records

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: Las Vegas Valley Water District, a Quasi-Municipal Corporation
Purpose: water lines and incidental purposes
Recorded: September 20, 2004, Instrument No. 01415, Book 20040920, of Official Records

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,
Recorded: November 2, 2004, Instrument No. 00747, Book 120 of Plats, Page 42, of Official Records

Purpose: Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document entitled "Encroachment Agreement (Short Term)", executed by and between City of Las Vegas and State of Nevada and Soho Lofts, LLC,
Recorded: February 9, 2005, Instrument No. 0000991, Book 20050209, of Official Records

Reference is hereby made to said document for full particulars.

Modification(s) of said covenants, conditions and restrictions

Recorded: May 1, 2006, Instrument No. 0000364, Book 20060501, of Official Records

19. Matters contained in that certain document entitled "Grant of Easements - Memorandum of Agreement", executed by and between Soho Lofts, LLC and Cox Communications,
Recorded: May 9, 2006, Instrument No. 0000459, Book 20060509, of Official Records

Reference is hereby made to said document for full particulars.

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: Cox Communications

Purpose: Communication lines and incidental purposes

Recorded: May 9, 2006, Instrument No. 0000459, Book 20060509, of Official Records

21. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.
22. We show no open Deeds of Trust affecting the property described herein. Please verify prior to closing.

END OF EXCEPTIONS

NOTES

- A. Property Taxes for the fiscal year 2009-2010 shown below are paid. For Pro-ration purposes the amounts are:

Assessor's Parcel No.: 139-34-411-122

District Number: 203

Total: \$7,766.96

First Installment: \$1,941.74, paid

Second Installment: \$1,941.74, paid

Third Installment: \$1,941.74, paid

Fourth Installment: \$1,941.74, paid

- B. This Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Corporation: Retail 130

(a) A copy of the corporation By-Laws and Articles of Incorporation.

(b) An original or certified copy of the Resolution authorizing the transaction contemplated herein.

(c) If the Articles and/or By-Laws require approval by a "parent" organization, a copy of the Articles and By-Laws of the parent.

The Company reserves the right to make additional requirements or to add additional items after review of any requested documentation.

- C. The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land condominium unit known as 900 S Las Vegas Blvd Unit 140, Las Vegas, NV, to an Extended Coverage Loan Policy.

NOTE: The ALTA Homeowners Policy of Title Insurance (10-17-98) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 14, 15, 16 and 18 of said policy that have been filed and approved by the various Departments of Insurance where the forms have been filed. Please consult your escrow or title officer if you have any questions regarding the policy.

NOTE: Based on information provided, this transaction will culminate in the transfer of real estate by documents recorded in the office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taxpayer's Bill of Rights for Taxes on the Transfer of Real Property". A copy of the pamphlet explaining these rights may be acquired by contacting the office of your local County Recorder.

ITEMS: (Continued)

Title No. TT05-TT10050525

Wiring Instructions:

TO: Ticor Title of Nevada, Inc.
8379 W. Sunset #120
Las Vegas, NV 89113
Phone 702-932-0777 Fax 702-932-0808

BANK: Wells Fargo Bank
450 Montgomery Street
San Francisco, California 94104
ABA/Routing Number: 121000248

Trust Account Number: 4123119646

Please refer to our escrow number and our borrower's name as referred to in this report.

PLEASE NOTE THESE INSTRUCTIONS ARE FOR FEDERAL RESERVE WIRE TRANSFERS ONLY. USE OF THESE INSTRUCTIONS FOR ANY OTHER TYPE OF DEPOSIT SUCH AS AN ELECTRONIC FUNDS TRANSFER, BILL PAY, OR DIRECT DEPOSIT WILL RESULT IN THE DEPOSIT BEING RETURNED>

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- in any land outside the area specifically described and referred to in Item 3 of Schedule A
- or

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**SCHEDULE B, PART I
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:

PART I

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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, asserted or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services,

labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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. 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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company 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) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, 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.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recitation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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. 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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company 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) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, 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.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection
 This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount:</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	<u>1.00%</u> of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	<u>\$ 10,000.00</u>
Covered Risk 15:	<u>1.00%</u> of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 16:	<u>1.00%</u> of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	<u>\$ 25,000.00</u>
Covered Risk 18:	<u>1.00%</u> of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	<u>\$ 5,000.00</u>

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- a. building;
- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	
1.00% of Policy Amount Shown in Schedule A	\$ 10,000.00
or	
\$ 2,500.00	
(whichever is less)	
Covered Risk 18:	
1.00% of Policy Amount Shown in Schedule A	\$ 25,000.00
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 19:	
1.00% of Policy Amount Shown in Schedule A	\$ 25,000.00
or	
\$ 5,000.00	
(whichever is less)	
Covered Risk 21:	
1.00% of Policy Amount Shown in Schedule A	\$ 5,000.00
or	
\$ 2,500.00	
(whichever is less)	