

各种产权保单的比较

标准加州房地
产
律师协会保单

美国土地和产权协会住
宅产权保单

完整的房主保单

1. 别人拥有已登记的权益，影响您的产权。
2. 您的产权基于未正确签署、加盖印章、公证、登记或交付的文件。
3. 您的产权受到伪造、欺诈、胁迫、无执行能力、无执行能力或身份冒用的影响。
4. 您没有合法通往和通行至您的土地的权利。
5. 限制性契约限制您对土地的使用。
6. 您的产权上有留置权，包括：抵押贷款或信托契约、判决、税收或特别评估、或住户或公寓业主协会的费用。
7. 您的产权不具有市场交易性，允许某人拒绝购买、租赁或在土地上办理抵押贷款。
8. 其他缺陷、留置权或负担。
9. 保单日期前提供的人工或材料的机械留置权。
10. 别人因租赁、合同或期权而产生的权益影响您的产权。
11. 某人在您的土地上有未登记的地役权。
12. 不能将该物业用作单户家庭住宅（1-4单位），因为使用违反了现行的区划法规。
13. 强制移除现有结构（除界墙或篱笆之外的结构），因为它们延伸到其他土地或地役权、违反了附表B中显示的限制、违反了现行的区划法规。
14. 强制移除现有的界墙或篱笆，因为它们延伸到其他土地、地役权或建筑退让线、违反了附表B中显示的限制，或违反了现行的区划法规或区划法规。
15. 没有实际的车辆和/或行人通行权。
16. 您被迫更正或清除影响土地的任何契约、条件或限制的现有违规行为，即使CC&R在附表B中有例外。
17. 您的产权因违反土地上的任何契约、条件或限制而丧失或被夺走，即使在附表B中有例外的CC&R。
18. 由于区划法的现有违规行为：您无法获得建筑许可证，您被迫更正或清除违规行为，或某人基于法定权利拒绝购买或办理土地上的抵押贷款。
19. 您被迫更正或清除您的现有结构（除界墙或篱笆之外的结构），因为它们没有建筑许可证建造。
20. 由于行使影响土地的地役权的权利，损害您现有的建筑（或保单日期后的替代或修改），即使地役权在附表B中有例外，而损害发生在保单日期之后。
21. 伪造、冒用或影响您的产权的其他缺陷，这些缺陷发生在保单日期之后。
22. 在保单日期之后，根据习惯地行使的地役权或针对您的产权不正当占有。
23. 由于将来行使土地的使用权以提取或开发水、矿物或其他物质，即使这些权利在附表B中有例外，也会损坏您现有的改进（或保单日期后的替代或修改）。
24. 在保单日期之后，您的邻居在您的土地上建造建筑（除界墙或篱笆之外）。
25. 在保单日期，附表A所示地址的住所未位于土地上。
26. 如果有的话，保单附有的地图未按照公共记录显示土地的正确位置。
27. 产权可以在保单日期后转让给生存信托；延伸至继承人和信托受益人。
28. 自动增加保险覆盖范围，最多可增加到150%（在5年内每年增加10%）。

COMPARISON OF TITLE POLICIES

Standard CLTA Policy

Residential ALTA Policy

Complete Homeowner's Policy

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