stewart title

13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Stewart Title of Albuquerque, LLC 7801 Academy Road NE, Bldg. 1, Suite 101 Albuquerque, NM 87109 (505) 828-1700



Matt Morris President and CEO

Denise Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I Requirements;
 - (f) Schedule B, Part II Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B. Part I Requirements:
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policv.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.



"Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation 13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located."

13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title of Albuquerque, LLC

Issuing Office: 7801 Academy Road NE, Bldg. 1, Suite 101, Albuquerque, NM 87109

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 01147-54321 Issuing Office File Number: 01147-54321

Property Address: 1701 Man O War St. SE, Albuquerque, NM 87123

Revision Number:

1. Commitment Date: May 16, 2019 at 8:00 A.M.

2. Policy to be issued: Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard \$265,900.00

Proposed Insured: John Doe

(b) 2006 ALTA Loan Policy Standard

Proposed Insured: Lender (to be determined)

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Mike E. Jagger

5. The Land is described as follows:

Lot numbered One (1) in Block numbered Fourteen (14) of Juan Tabo Hills, Unit 1A, as the same is shown and designated on the plat entitled "Final Plat for Juan Tabo Hills, Unit 1A, within Section 33, Township 10 North, Range 4 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico," filed in the Office of the County Clerk of Bernalillo County, New Mexico, on June 27, 2006, in Plat Book 2006C, Page 203.

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

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"Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation 13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located."

13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

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ISSUED BY STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01147-54321

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 8. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
 - a. Execution and recordation of Warranty Deed from Mike E. Jagger, an unmarried woman to John Doe, showing marital status and joined by spouse if married.
 - b. Execution and recordation of Mortgage from John Doe, showing marital status and joined by spouse if married, to Lender, securing its loan.
- 9. Provide this Company with official identification of all parties involved in this transaction before or at closing.
- 10. Supply proof that any and all assessments levied by Volterra Homeowners' Association have been paid.
- 11. Release of Deed of Trust executed by Mike E. Jagger, an unmarried woman, to Fidelity National, as Trustee for Hometrust Mortgage Company, as Beneficiary, dated February 26, 2010, recorded March 2, 2010, as Doc. No. 2010017397, records of Bernalillo County, New Mexico, securing the original principal amount of \$197,984.00, and assigned to Bayview Loan Servicing, LLC.
- 12. Release of Mortgage executed by Mike E. Jagger, unmarried woman, payable to Sandia Laboratory Federal Credit Union, dated May 17, 2011, recorded May 23, 2011, as Doc. No. 2011048103, records of Bernalillo County, New Mexico, securing the original principal amount of \$20,000.00.
- 13. NOTE: If John Doe is married, spouse's name will have to be searched. Additional requirements may be made.



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Requirements

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ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01147-54321

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Right or claims of parties in possession not shown by the public records.
- 2. Easements or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
- 6. Water rights, claims or title to water.
- 7. Taxes for the year 2019, and thereafter.
- 8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
- 9. All matters that may be shown on an Improvement Location Report or survey of the property, if one is provided to the title company.



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Exceptions

- 10. 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.
- 11. Reservations and exceptions in the Patent by the United States of America recorded in Book 33, Page 105; recorded in Book 205, Page 126; recorded in Book D 167A, Page 244; and Patent by the State of New Mexico recorded in Book Misc. 215, Page 558, records of Bernalillo County, New Mexico.
- 12. Covenants, conditions, reservations, restrictions and easements affecting the insured premises, but omitting and covenant, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, as contained in the documents recorded January 17, 2006, in Book A110, Page 7189, as Doc. No. 2006007230; recorded August 16, 2006, in Book A122, Page 3287, as Doc. No. 2006123625; recorded October 10, 2006, in Book A125, Page 3816, as Doc. No. 2006154221; recorded October 10, 2006, in Book A125, Page 3817, as Doc. No. 2006154222; recorded March 8, 2007, in Book A133, Page 7130, as Doc. No. 2007037200; recorded July 18, 2008, as Doc. No. 2018081465; recorded July 18, 2008, as Doc. No. 2014073612; recorded September 19, 2014, as Doc. No. 2014073954; recorded March 22, 2016, as Doc. No. 2016026118; recorded September 28, 2018, as Doc. No. 2018085230; and recorded September 28, 2018, as Doc. No. 2018085280; and as set forth on the recorded plat, recorded in Plat Book 2006C, Page 203, recorded records of Bernalillo County, New Mexico.
- 13. A ten foot (10') Public Utility Easement, and incidental purposes thereto, reserved along the front and rear lot lines of the insured premises, as shown on the recorded plat, recorded in Plat Book 2006C, Page 203, records of Bernalillo County, New Mexico.
- 14. Grant of Right-of-Way Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, recorded October 4, 1957, in Book D 401, Page 235, as Doc. No. 42137, records of Bernalillo County, New Mexico.
- 15. Underground Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded May 7, 1971, in Book Misc. 213, Page 420, as Doc. No. 24539, records of Bernalillo County, New Mexico.
- 16. Grant of Easements for Water and Public Utilities by and between Dale Bellamah Land Co., Inc., a New Mexico Corporation and The City of Albuquerque, dated April 23, 1971, recorded July 19, 1971, in Book Misc. 221, Page 678, as Doc. No. 35745, records of Bernalillo County, New Mexico.
- 17. Reservation of oil, gas, coal and other minerals, as evidenced by Quitclaim Deed recorded June 6, 1958, in Book D428, Page 75, as Doc. No. 67422; and Assignment and Conveyance recorded January 15, 1997, in Book 97-1, Page 9290, as Doc. No. 97004054, records of Bernalillo County, New Mexico.
- 18. Reservations set forth in Quitclaim Deed recorded April 25, 1952, in Book D 205, Page 193, records of Bernalillo County, New Mexico.



ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 19. Easement, and incidental purposes thereto, recorded March 28, 1972, in Book Misc. 254, Page 13, records of Bernalillo County, New Mexico.
- 20. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded April 1, 1975, in Book Misc. 414, Page 443, as Doc. No. 56324, records of Bernalillo County, New Mexico.
- 21. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded September 8, 1976, in Book Misc. 495, Page 479, as Doc. No. 76-48018, records of Bernalillo County, New Mexico.
- 22. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded March 1, 1977, in Book Misc. 522, Page 404, as Doc. No. 77-10981, records of Bernalillo County, New Mexico.
- 23. Grant of Easement for Drainage, Water Sewer and Public Utilities by and between Dale Bellamah Land Co., Inc., a New Mexico Corporation and The City of Albuquerque, dated July 14, 1977, recorded August 4, 1977, in Book Misc. 551, Page 185, as Doc. No. 77-40803, records of Bernalillo County, New Mexico.
- 24. Easement granted to the City of Albuquerque, in Partial Stipulated Judgment, recorded May 16, 1978, in Book Misc. 608, Page 359, as Doc. No. 78-35088; Amended by Release of Temporary Construction Easement recorded June 28, 1994, in Book 94-19, Page 8538, as Doc. No. 94-82862, records of Bernalillo County, New Mexico.
- 25. Easement for Private Sewer Line, and incidental purposes thereto, recorded December 18, 1978, in Book Misc. 657, Page 880, as Doc. No. 78-92428, records of Bernalillo County, New Mexico.
- 26. Easement for Sewer Utilities, and incidental purposes thereto, recorded June 21, 1979, in Book Misc. 698, Page 291, as Doc. No. 79-46327, and recorded July 9, 1979, in Book Misc. 702, Page 289, as Doc. No. 79-50975, records of Bernalillo County, New Mexico.
- 27. Right-of-Way Easement, and incidental purposes thereto, recorded December 31, 1980, in Book Misc. 821, Page 345, as Doc. No. 80-74488, records of Bernalillo County, New Mexico.
- 28. Easement, and incidental purposes thereto, granted to Reco Corporation, recorded April 5, 1982, in Book Misc. 921, Page 602, as Doc. No. 82-17752, records of Bernalillo County, New Mexico.
- 29. Easement, and incidental purposes thereto, granted to the City of Albuquerque, recorded April 6, 1982, in Book Misc. 921, Page 918, as Doc. No. 82-18046, records of Bernalillo County, New Mexico.
- 30. Construction and Maintenance Easement, and incidental purposes thereto, recorded March 23, 1990, in Book 90-5, Page 4645, as Doc. No. 90-22521, records of Bernalillo County, New Mexico.
- 31. Park Dedication and Option Agreement between The City of Albuquerque and HAT Limited, a New Mexico Limited Partnership, recorded August 29, 1995, in Book 95-20, Page 8524, as Doc. No. 95087228, records of Bernalillo County, New Mexico.



ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 32. Agreement to Construct Gas Line and Grant of Easement, and incidental purposes thereto, recorded September 30, 1997, in Book 97-27, Page 113, as Doc. No. 97101741, records of Bernalillo County, New Mexico.
- 33. Permanent Easement, and incidental purposes thereto, recorded March 13, 2003, in Book A52, Page 871, as Doc. No. 2003040950, records of Bernalillo County, New Mexico.
- 34. Grant of Access and Utility Easement, and incidental purposes thereto, recorded January 16, 2004, in Book A71, Page 6380, as Doc. No. 2004006402, records of Bernalillo County, New Mexico.
- 35. Terms, conditions, stipulations and any obligation of performance by the parties as contained therein of City of Albuquerque Ordinance, recorded May 14, 2004, in Book A77, Page 5795, as Doc. No. 2004065977, records of Bernalillo County, New Mexico.
- 36. Agreement Concerning Juan Tabo Hills recorded December 29, 2004, in Book A89, Page 173, as Doc. No. 2004180666, records of Bernalillo County, New Mexico.
- 37. Notice of Subdivision Plat Variance for Juan Tabo Hills recorded December 29, 1998, in Book 9820, Page 5311, as Doc. No. 1998167169; and recorded January 19, 2005, in Book A90, Page 9049, as Doc. No. 2005009076, records of Bernalillo County, New Mexico.
- 38. Notices of Moratorium on Resale recorded March 8, 2007, in Book A133, Page 7131, as Doc. No. 2007037201, and re-recorded March 9, 2007, in Book A133, Page 8114, as Doc. No. 2007038186; and recorded October 30, 2007, as Doc. No. 2007151071, and re-recorded October 31, 2007, as Doc. No. 2007151376, records of Bernalillo County, New Mexico.
- 39. Notice to Title Companies of Lien Right recorded January 17, 2006, in Book A110, Page 7190, as Doc. No. 2006007231; recorded November 7, 2006, in Book A126, Page 9078, as Doc. No. 2006169536; and recorded April 30, 2008, as Doc. No. 2008049134, records of Bernalillo County, New Mexico.
- 40. Volterra Public Improvement District, Notice of Formation Resolution recorded October 2, 2009, as Doc. No. 2009110722, records of Bernalillo County, New Mexico.
- 41. Notification Requirement from Title Companies of Sale of Lots in Volterra Subdivision recorded October 28, 2009, as Doc. No. 2009119734, records of Bernalillo County, New Mexico.
- 42. Notice of Volterra Homeowners' Association, Inc. recorded April 30, 2014, as Doc. No. 2014033948, records of Bernalillo County, New Mexico.
- 43. Volterra Public Improvement District, Notice of Information recorded November 4, 2014, as Doc. No. 2014088395, records of Bernalillo County, New Mexico.
- 44. Conditions of title affecting the insured premises, as contained in the notes on the recorded plat, recorded in Plat Book 2006C, Page 203, records of Bernalillo County, New Mexico.

