



9303 Center Street, Suite 101, Manassas, VA 20110-1801  
Phone: (800) 232-6817 fax: (703) 365-2400 [www.oldrepublictitle.com/va](http://www.oldrepublictitle.com/va)

## **TITLE COMMITMENT EXCEPTIONS FOR VIRGINIA**

**The attached are examples of language used in standard exceptions. Please contact underwriting counsel if you have any questions.**

### **[access]**

#### **Access 1**

# Notwithstanding the Covered Risks in the Policy, the Company does not insure against any loss or damage by reason of lack of access to and from the property described in Schedule A.

#### **Access 2**

# Rights of others in and to the use of the easement for ingress and egress described in Instrument No. \_\_\_\_\_.

### **[acreage]**

# Exact acreage or volume of property described in Schedule A.

### **[affirmative coverage for restrictive covenants]**

#### **Aff Cov 1**

# NOTE (as to Lender's Policy only): The policy insures that the covenants have not been violated by any existing structures and a future violation will not cause a forfeiture or reversion of title.

**Note: providing this coverage means the title agent has reviewed the restrictions and can affirm there is not forfeiture or reversion of title provision.**

#### **Aff Cov 2**

# NOTE: Subject to the conditions and stipulations contained in the Policy, the Company hereby insures the insured against loss or damage by reason of the entry of a final court decree (that constitutes a final determination) from a court of competent jurisdiction divesting the lien of the insured Deed of Trust in whole or in part by reason of the aforesaid.

**Note: ORT underwriter approval needed before using this coverage.**

**Aff Cov 3**

# Subject to the Conditions and Stipulations contained in the Policy, the Company hereby insures the insured against loss or damage by reason of the enforcement or attempted enforcement of this judgment lien.

**Note: ORT underwriter approval needed before using this coverage.**

**[agreement]**

# Agreement between xx and xx, recorded xx, in Deed Book xx, page xx/Instrument No. xx.

**[boundary lines]**

**BL 1**

# Any conflict between the boundary lines of the property described in Schedule A as disclosed by the record title and the boundary lines thereof as actually used and occupied.

**BL2**

# The exact location of the boundary lines and amount of acreage of property described in Schedule A.

**[cemetery/burial grounds]**

# Title to so much of the property described in Schedule A as constitutes a burial ground, and the right of way to reach the same as there may be remains of deceased persons interred therein, and there are or may be rights or easements in favor of others to maintain and visit with rights of ingress and egress to and from said burial ground and to inter bodies and remains, or to remove bodies or remains.

NOTE: Said burial grounds and right of way to reach the same were recorded in Deed Book xx, page xx /Instrument No. xx.

**[chancery suit]**

# No liability is assumed for the force and effect of Chancery Suit No. \_\_\_\_\_, styled \_\_\_\_\_ vs. \_\_\_\_\_, filed \_\_\_\_\_, in the Clerk's office, Circuit Court of \_\_\_\_\_, Virginia.

**[coal mine – affirmative coverage]**

# NOTE (as to Lender's Policy only): The policy insures the lender against loss or damage due to the forced removal of the improvements by final, non-appealable order of a court of competent jurisdiction providing for the removal due to the exercise of any mineral rights in connection with the abandoned coal mine site.

**[condominium] Note: All 4 exceptions are to appear in all condominium policies.**

# Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the Condominium Act of Virginia ( Code Section 55-79.39 et seq.) or set forth in the recorded Declaration; in the related By-Laws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid, and any amendments thereto.

# Rights of the owners of other units and of others entitled thereto in and to the use of the common elements, as defined and described in the Declarations.

# Reservation of easements within and rights of entry to the individual unit hereby insured, for emergency purposes, for purposes of maintenance and repair, and for such other purposes as are authorized, defined and described in the Declaration.

# Easements within the common elements for the installation and maintenance of utilities, sanitary and storm sewer liens, sidewalks, roadways, passageways, and any other common facilities and services located therein, as shown on the plat attached to the Declaration, or as now or hereafter established therein pursuant to said Declaration, or as now or hereafter installed therein pursuant to any recorded easements granted by the instruments referred to elsewhere herein.

**[creek]**

# Title to that portion of the property within the bounds of the creek and riparian rights of others incident thereto.

**[creek, stream, river lot line]**

# Riparian rights incident to the property. The exact acreage or volume of land described in Schedule A and exact boundary lines are not insured due to one or more property lines being formed by a [creek/stream/river].

**[deletion of commitment exception(s)]**

NOTE: This exception will be deleted from the loan policy upon update of the title; recordation of the loan instrument to be insured; and requirements being met.

**[easement – general]**

# Easement in favor of [name of beneficiary] recorded in Instrument No. xx.

**[easement –utility]**

# Utility easement in favor of [name of utility] recorded in Instrument No. xx.

**[estates]**

# Possible federal or state estate taxes due in connection with the estate of \_\_\_\_.

**[financing statement]**

# Note, the following will show as a subordinate matter in the Policy:

Financing statement: Debtor \_\_\_\_; Secured Party \_\_\_\_; filed \_\_\_TBD\_\_\_\_ as Instrument No. \_\_TBD\_\_

**[foreclosure and IRS lien]**

# Rights of the United States to redeem within 120 days from the date of the foreclosure sale.

**[lake]**

**Lake 1**

# Rights, if any, of the property owners abutting the lake, in and to the waters of the land in and to the bed thereof; also boating and fishing rights of property owners abutting the lake or stream of water leading thereto or therefrom.

**Lake 2**

# Rights of others in and to the use of the lake located upon the property described in Schedule A, and any applicable reciprocal easement rights. Note: Bed of lake may be owned by others.

**[land use]**

# Any additional taxes for any past, present or future tax year (such as roll back taxes) which may become due under the land use ordinances of the City or County in which the property is located, but which are not presently payable because of the existing classifications and use of land.

**[leases]**

**Lease 1**

# Assignment of leases, rents and profits between XX and XX, dated XX, recorded XX, in Instrument No. XX.

**Lease 2**

# Lease recorded in Deed book xx, page xx.

**[limited search]**

# Subject to any and all restrictions, covenants, easements, agreements, and/or title defects, etc., created prior to XX, which a complete title search would reveal.

**[maintenance fees -HOA/Condo]**

# NOTE: No liability is assumed with respect to any maintenance charges or assessments.

**[maintenance fee – affirmative coverage]**

# AS TO LENDER'S POLICY ONLY: The lien for any maintenance charges or assessments is subordinate to the lien of the insured Deed of Trust.

**[party walls]**

# Rights of others in and to the use of the party walls.

**[pending disbursement with mechanic's lien agent, residential real estate]**

- #. **AS TO LOAN POLICY ONLY:** Possible unfiled mechanics' and materialmen's liens, but this policy provides affirmative lien insurance as set forth herein.
- a. Notwithstanding anything contained herein to the contrary, this policy insures against the loss or damage incurred by the insured lender by reason of any statutory lien for a service, labor or material arising from any construction on the

- land existing as of the Date of the Policy, and any extensions of the date, which has priority over the lien of the insured mortgage provided, and only to the extent that, proceeds of the loan secured by the insured mortgage have been advanced as of such date for the purpose of paying the cost of such service, labor or material.
- b. This policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title, up to the face amount of the policy. Said increase in the company's liability for mechanics liens is conditioned upon receipt by the company, at the time of each disbursement, releases of liens from all those persons giving notice to the mechanics lien agent on a one draw behind basis.
  - c. At the time of each disbursement of loan proceeds, the title must be updated to such time for possible liens or objections intervening between the original effective date and the date of such disbursement.
  - d. Anything contained in the policy and this endorsement to the contrary notwithstanding, this policy does not guarantee the completion of improvements, their compliance with building plans and specification, nor the sufficiency of funds for the completion thereof.
  - e. When the Policy involves a credit line deed of trust, the Company will charge additional premium when the deed of trust is modified to add new property or to increase the total amount of the loan, as well as when the aggregate amount of disbursement has exceeded the face amount of the policy. A draw endorsement may not be issued until payment is received.

# **AS TO OWNER'S POLICY ONLY**: Pending completion of the contemplated improvements to be erected on the insured premises, liability under this policy is limited to the purchase price paid for the land. Subject to a continuation of the examination of the title to the land, for any liens or objections to title intervening between the effective date hereof and the time when the proposed improvements have been completed, and conditions upon compliance with any requirements of title necessitated as a result of the erection of the improvements, and upon payment of any additional premium charges due, the amount of this policy is increased, up to the face amount of the policy, to include the value of the completed improvements. This is not a guarantee of completion.

**[pending disbursement without an MLA]**

- # Pending disbursement of the full proceeds of the loan secured by the Deed of Trust identified under Schedule A hereof, this Policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made, in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the Policy, and at the time of each disbursement the title search must be continued down to such time for liens or objections to title which may have intervened between the effective date of this Policy and the date of such disbursement. NOTE: At the time of each advance, the Company must be in receipt of partial releases of liens in form and amount satisfactory to the Company, prior to the Insured's release of proceeds to the Borrower.
- # When the Policy involves a credit line deed of trust, the Company will charge additional premium when the deed of trust is modified to add new property or to increase the total

amount of the loan, as well as when the aggregate amount of disbursement has exceeded the face amount of the policy . A draw endorsement may not be issued until payment is received.

**[pond]**

# Title to that portion of the property within the bounds of the pond and rights of upper and lower riparian owners in and to the natural flow and use of the waters of the pond.

**[restrictive covenants]**

# Covenants, conditions, easements, and restrictions recorded in Deed Book ---, page ---, **but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.** No liability is assumed with respect to any maintenance charges set forth in the restrictive covenants. **AS TO LOAN POLICY ONLY:** Policy insured the restrictions have not been violated and a future violation will not cause a forfeiture or reversion of title.

**[riparian rights]** see “water”

**[roads]**

# Title to that portion of the property within the bounds of any road, highway or streets.

**[road maintenance agreement]**

# Road maintenance agreement recorded in Instrument No. xx.

**[survey]**

**Survey 1**

# Any state of facts disclosed by an accurate survey of current date.

**Survey 2**

# Any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey and/or any inspection of the premises would disclose.

**Survey 3**

# Fence does not conform with lot lines.

**[taxes; real estate]**

# Real estate taxes subsequent to \_\_\_\_\_, not yet due and payable, plus any supplemental assessment not yet a matter of public record.

**[water]**

**Water 1**

# Riparian rights of others incident to the property.

**Water 2**

# Rights of others entitled thereto in and to the continued uninterrupted flow of \_\_\_\_\_.

**Water 3**

# Title to that portion of the property lying below the high water mark of \_\_\_\_\_.

**Water 4**

# Rights of others in and to the use of the [creek, stream, river, waterway] located upon the property described in Schedule A

**Water 5**

# Rights of others in and to the use of the lake located upon the property described in Schedule A, and any applicable reciprocal easement rights. Note: Bed of lake may be owned by others.