

Alessio Faccin, et al. v. Pacific Century
Homes, Inc., et al.

Homeowner Documents

**Duarte, Claudia J. & Jose G.
1164 Bloomfield St
Heber, CA 92249**

Claudia J. & Jose G. Duarte
1164 Bloomfield St
Heber CA 92249

HOMEOWNER DOCUMENTS VERIFICATION

Alessio Faccin, et al. v. Pacific Century Homes, Inc., et al.

Case No.: ECU09044

Please mark ONLY ONE box:

I declare under penalty of perjury under the laws of the state of California that the foregoing answer is true and correct.


I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control and have produced those that I have located.

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control responsive to defendant's request, and **I DO NOT have any documents in my possession.**

Executed on Oct-31, 2017, at **Heber**, California.
(date)

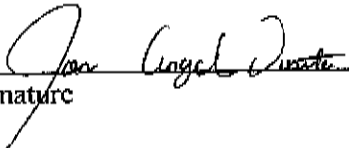
1st Owner:

Claudia Irene Duarte
Name


Signature

2nd Owner (if any):

Jose Angel Duarte
Name


Signature

CHUCK STOREY
COUNTY CLERK/RECORDER

CT Chicago Title

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: 7101209177

Doc#: **2013025941**

Titles:	1	Pages:	3
Fees	20.00	Taxes	146.30
Other	0.00	PAID	166.30



When Recorded Mail Document To:
Claudia Irene Duarte
Jose Angel Duarte
1164 Bloomfield Street
Heber, CA 92249

APN/Parcel ID(s): 054-604-008-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
 - The documentary transfer tax is \$146.30 and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in an Unincorporated area of **County of Imperial**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Carlos Lizarraga, a married man as his sole and separate property,

hereby GRANT(S) to Claudia Irene Duarte, a single woman and Jose Angel Duarte, a widower, as joint tenants,

the following described real property in the Unincorporated Area of the County of Imperial, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 054-604-008-000

Dated: August 12, 2012

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Carlos Lizarraga

Carlos Lizarraga

State of California

County of Imperial

On 10/21/12 before me, Jessie Estrada a notary public in and for said state, personally appeared Carlos Lizarraga who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

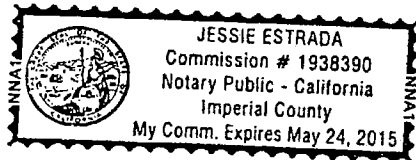
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jessie Estrada

Signature

(Seal)



Original Certified Copy

EXHIBIT A

Order No.: 7101209177

For APN/Parcel ID(s): 054-604-008-000

LOT 39, HEBER MEADOWS TRACT 956 UNIT NO. 1, IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 23, PAGE 39 OF FINAL MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

Non-Certified
copy

State Farm State Farm General Insurance Company
 A Stock Company With Home Offices in Bloomington, Illinois
 900 Old River Rd
 Bakersfield, CA 93311-9501

Named Insured

AT3 000249 0046 K-12-0767-FAC7 H F
 DUARTE, CLAUDIA & JOSE ANGEI



DECLARATIONS PAGE

Policy Number	[REDACTED]	
Policy Period	Effective Date	Expiration Date
12 Months	OCT 25 2013	OCT 25 2014
The policy period begins and ends at 12:01 am standard time at the residence premises.		

**Loan # 192134
Mortgagee**

PMAC LENDING SERVICES INC
 ITS SUCCESSORS AND/OR ASSIGNS
 STE 200
 15325 FAIRFIELD RANCH RD
 CHINO HILLS CA 91709-8834

ST-3C
0107-4020

HOMEOWNERS POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
 1164 BLOOMFIELD ST
 HEBER CA 92249-9503

This policy does not provide coverage for loss by earthquake
 This policy includes Building Code Upgrade Coverage of \$ 22,600

Coverages & Property	Limits of Liability	Inflation Coverage Index: 230.3
SECTION I		Deductibles - Section I
A Dwelling	\$ 226,000	All Losses \$ 2,000
Dwelling Extension up to	\$ 22,600	
B Personal Property	\$ 169,500	
C Loss of Use	Actual Loss Sustained	
SECTION II		In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.
L Personal Liability (Each Occurrence)	\$ 100,000	
Damage to Property of Others	\$ 500	
M Medical Payments to Others (Each Person)	\$ 1,000	

Loss Settlement Provision (See Policy)
 A1 Replacement Cost - Similar Construction
 B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements
 Homeowners Policy FP-7955.CA
 Homeowners Policy Endorsement FE-3422
 Form 438bf Uns Lndr Loss Pay FE-1313
 Jewelry and Furs \$1,500 Each Option JF
 Article \$2,500 Aggregate
 Increase Dwlg Up to \$ 45,200 Option ID
 Ordinance/Law 10% \$ 22,600 Option OL

Policy Premium \$ 418.00
 Discounts Applied:
 Home/Auto
 Utility Rating Cr
 Claim Record

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-7018C

0597 151 I
 N 1S

Prepared NOV 22 2013

MARIANNE VALENZUELA
 760-768-1400

PL000193



FE-3422 HOMEOWNERS POLICY ENDORSEMENT (California)

When used in the provisions of this policy or any endorsement attached to this policy, the word "spouse" is replaced with "spouse or registered domestic partner under California law".

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. "motor vehicle", when used in Section II of this policy, means:
 - a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational vehicle" while off an **insured location**. "Recreational vehicle" means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an **insured location**. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an **insured** while off an **insured location**. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.
 - d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or
 - e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
7. "occurrence", when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:
- a. **bodily injury**; or
 - b. **property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.

Definitions 11. and 12. are added:

11. "fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
12. "State Farm Companies" means one or more of the following:
 - a. State Farm Mutual Automobile Insurance Company;
 - b. State Farm Fire and Casualty Company; and
 - c. subsidiaries or affiliates of either a. or b. above.

SECTION I – COVERAGES

COVERAGE A – DWELLING

Item 2., **Dwelling Extension**, is replaced by the following:

2. **Dwelling Extension**. We cover other structures on the **residence premises**, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used in whole or in part for **business** purposes unless such use consists solely of use of office space for paperwork, computer work or use of a telephone, and consists solely of activities that are:

The following are not **motor vehicles**:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
- b. a motorized land vehicle in dead storage on an **insured location**;
- c. a motorized golf cart while used for golfing purposes;

recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;

- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
- l. purchased or created data, sound or video that cannot be replaced with like kind and quality on the current retail market which is transferred or downloaded onto mobile communication equipment, global positioning systems or electronic devices used for the reproduction of video or sound;
- m. contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or
- n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES**.

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

- 3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the **residence premises**, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

The following new section is added under **SECTION I – COVERAGES**:

SECTION I – PROPERTY SUBJECT TO LIMITATIONS

- 1. We will not pay more than a total of \$5,000 for all loss by **fungus** to:
 - a. **COVERAGE B – PERSONAL PROPERTY** caused by or directly resulting from a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**; and
 - b. **COVERAGE A – DWELLING** property caused by or directly resulting from a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY** or a loss not otherwise excluded under **SECTION I – LOSSES NOT INSURED**.

Regardless of the number of structures or other property items insured, this single \$5,000 limit of insurance is the most we will pay for loss in any one occurrence for all Section I coverages and **OPTIONAL POLICY PROVISIONS** combined.

- 2. This limitation applies to loss to all insured property, including all costs or expenses for:
 - a. any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;
 - b. any remediation of **fungus**, including the cost or expense to:
 - (1) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
 - (2) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
 - (3) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**; or
 - (4) remove any property to protect it from the presence of or exposure to **fungus**;
 - c. the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 11. are replaced by the following:



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increase or decrease of artificially generated electrical current. We will pay up to \$1,500 under this peril for each damaged item described above.

SECTION I – LOSSES NOT INSURED

Item 2.f. is deleted.

Item 2.i. is replaced by the following:

- 2. i. wet or dry rot;

Item 4.c. is replaced by the following:

- 4. c. **Water**, meaning:

- (1) flood, surface water, waves (including tidal wave, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
- (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above; or
- (5) continuous or repeated seepage or leakage of water or steam from a:
 - (a) heating, air conditioning or automatic fire protective sprinkler system;
 - (b) household appliance; or
 - (c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

The following is added to item 4.:

- f. **Fungus**, including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any

associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;

- (2) any remediation of **fungus**, including the cost or expense to:
 - (a) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
 - (b) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
 - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**; or
 - (d) remove any property to protect it from presence of or exposure to **fungus**;
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

However, we will pay for loss as specified under **SECTION I – PROPERTY SUBJECT TO LIMITATIONS**.

SECTION I – LOSS SETTLEMENT

COVERAGE A – DWELLING

Items 1. and 2. are replaced by the following:

- 1. **A1 – Replacement Cost Loss Settlement – Similar Construction**

We will pay up to the applicable limit of liability shown in the **Declarations**, the reasonable and necessary cost to repair or replace with similar construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I – COVERAGES, COVERAGE A – DWELLING**.

We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL – Building Ordinance or Law Coverage**.

- 2. **A2 – Replacement Cost Loss Settlement – Common Construction**

We will pay up to the applicable limit of liability shown in the **Declarations**, the reasonable and necessary cost to repair or replace with common construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I – COVERAGES, COVERAGE A – DWELLING**, subject to the following:

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4. **Building Ordinance or Law Coverage Limitations.**

We will not pay more under this coverage than:

- a. the reasonable and necessary increased cost to repair or rebuild the dwelling at the same premises, or if relocation is required by ordinance or law, at another premises in the same general vicinity; and
- b. the reasonable and necessary cost to demolish and clear the site of the undamaged

portions of the dwelling caused by enforcement of building, zoning or land use ordinance or law.

We will never pay for more than a dwelling of the same height, floor area and style on the same or similar premises as the dwelling, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

All other policy provisions apply.



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- 6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
- 7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- 9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the Declarations.

Approved:

Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

FE-1313



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BORROWER'S HUD-1, ATTACHMENT

Settlement Date: November 13, 2013
Disbursement Date: November 13, 2013

Escrow no.: CIE-731-7101209177
Escrow Officer: Jessie Estrada

Settlement Agent: Chicago Title Company
 (760)335-3142

Place of Settlement: 1413 Main Street
 El Centro, CA 92243

Borrower : Claudia Irene Duarte
 1164 Bloomfield Street
 Heber, CA 92249

Borrower : Jose Angel Duarte

Seller : Carlos Lizarraga
 332 Willowbend
 Heber, CA 92249

Lender : PMAC Lending Services, Inc.
 15325 Fairfield Ranch Road, Suite
 200
 Chino Hills, CA 91709

Property: 1164 Bloomfield Street
 Heber, CA 92249
 Imperial County, California
 Parcel ID(s): 054-604-008-000

Title Services

Description	Borrower
Line 1101 Detail -	
Payee: Chicago Title Company Title services and lender's title insurance	
Line 1101 Total:	
Line 1102 Detail -	
Payee: Chicago Title Company Escrow Fee Loan Tie In Fee E Doc Fee Courier Fees addl payoffs	
Line 1102 Total:	
Line 1103 Detail -	
Payee: Chicago Title Company Owner's Policy Premium	
Line 1103 Total:	
Line 1104 Detail -	
Payee: Chicago Title Company Loan Policy Premium ALTA 8.1-06 - Environmental Protection Lien (CLTA 110.9-06) CLTA 103.5-06 - Water Rights, Surface Damage	
Line 1104 Total:	
Line 1109 Detail -	
Payee: Griselda Gil-Solis Mobile Signing fee	
Line 1109 Total:	
Total Title Services:	

Additional Disbursements from Broker's Commissions

The following persons, firms or corporations received a portion of the real estate commission amount:

Payee/Description
El Dorado Realty Alcy Garcia El Dorado Realty E/O Rosie Morales
Seven Six O Real Estate, Inc.

The following condition is added to item 4., **Duties of an Injured Person – Coverage M:**

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:
 - (1) provide us with any required authorizations; and
 - (2) submit to us all information we need to comply with state or federal law.

SECTION I AND SECTION II – CONDITIONS

The following conditions are added:

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
 - (1) the purchase of other products or services from the **State Farm Companies**;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.
- d. Your purchase of this policy may allow:
 - (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
 - (2) the premium or price for other products or services purchased by you, including non-insurance products or services, to vary.

Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

12. Right to Inspect. We have the right but are not obligated to perform the following:

- a. make inspections and surveys of the **insured location** at any time;
- b. provide you with reports on conditions we find; or
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not:

- a. make safety inspections;
- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- c. warrant that conditions are safe or healthful; or
- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

13. Joint and Individual Interests. When there are two or more named insureds, each acts for all to cancel or change the policy.

14. Change of Policy Address. We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:

- a. you; or
- b. the United States Postal Service.

OPTIONAL POLICY PROVISIONS

Option BP – Business Property is replaced by the following:

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:



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