



# HELPING TO PROTECT ONE OF YOUR MOST IMPORTANT ASSETS



■ DHI Title offers a Homeowner's Policy of Title Insurance with expanded protection beyond a traditional Owner's Policy, delivering more complete risk coverage, which may translate to greater peace of mind for homebuyers. Buying a new home can be one of life's most gratifying experiences, and it might be the biggest investment you will ever make. As you approach closing day, however, all those details can be overwhelming. It can be easy to overlook what we believe is one of the most important steps in the entire process – the purchase of title insurance on your new home.

## WHY TITLE INSURANCE?

Title is the legal right that a person has to the ownership and possession of land. Since it is possible that someone other than the seller has a prior legal right to the property you're buying, the coverage offered by the Homeowner's Policy can provide you with added peace of mind. There can be any number of prior problems that may remain undisclosed even after the most careful search of public records. These prior hidden "defects" can be very dangerous and sometimes may not be discovered for months or even years after you purchase your home. If such a defect is discovered, you could be forced to spend a substantial amount of money on a legal defense to protect your rights. The Homeowner's Policy helps protect you against covered losses and prior defects, and provides legal defense for covered risks.

## GET THE RIGHT TITLE INSURANCE

Your lender only requires that you purchase a Loan Policy. However, that policy only ensures the lender has a valid, enforceable lien on the property. It does not protect you! The Homeowner's Policy, on the other hand, is designed to protect you from covered title discrepancies arising prior to or concurrent with your purchase of the property.

## PROTECT YOUR INVESTMENT

The Homeowner's Policy provides the most complete title coverage available, including protection against undisclosed heirs, mistakes in recording or errors in tax records.

Our basic coverage protects against prior covered matters, such as:

- Someone claiming an ownership interest in your title
- Leases, contracts or options affecting your title
- Someone claiming to have rights affecting your title due to forgery or impersonation
- Someone having a right to limit your use of the land
- Unmarketability of your title
- A defective title

***In addition to the coverage provided in the traditional Owner's Policy, the Homeowner's Policy offers new and expanded coverages for a total of 32 covered risks.\****

Now you can purchase coverage against losses caused by:

- Zoning violations
- Subdivision law violations
- Improvements that encroach into an easement
- Building permit violations

- Covenants, conditions and restrictions
- Lack of vehicular and pedestrian access
- Supplemental assessments arising as a result of construction or a transfer prior to the policy date
- Damage to your house caused from someone with easement rights
- Someone refuses to buy your land because your neighbor's structures are on your land
- Your house or lawn and trees are being damaged by someone with rights to dig a well or mine

\* Some coverages are subject to deductibles and liability caps. Please refer to the following page for additional details about covered risks, including possible deductibles and liability caps.

## COVERAGE INCREASES AUTOMATICALLY

Your Homeowner's Policy will automatically increase by 10% in value each year for the first five years (up to 150% of the original policy amount) to help cover increases due to inflation.

## HOW MUCH DOES TITLE INSURANCE COST?

The single premium is directly related to the value of your home. It is a one-time-only expense, paid when you purchase your home, yet it continues to provide complete coverage for as long as you or your heirs own the property.

**CHOOSING THE  
HOMEOWNER'S  
POLICY ALLOWS  
AN ENHANCED  
COVERAGE OF  
RISKS FOR THE  
APPROXIMATE  
ADDITIONAL  
COST OF 16%...**

**NOW YOU CAN  
EXPERIENCE A  
HIGHER DEGREE  
OF CONFIDENCE  
AND PEACE OF  
MIND KNOWING  
YOUR TITLE HAS  
MORE AREAS OF  
PROTECTION.**

Owner's vs Homeowner's Policy Coverage Comparison		ALTA Owner's Policy (2006)	EXPANDED Homeowner's Policy (2010)
OWNER'S POLICY: ALTA WITH GEORGIA MODIFICATIONS (06/17/06)		.....	.....
HOMEOWNER'S POLICY: ALTA WITH GEORGIA MODIFICATIONS (02/03/10)			
ITEMS 1 THROUGH 6 ARE FOUND IN BOTH POLICY FORMS			
1. Title being vested other than as stated in Section A in the first Section of the Owners Title Policy.		X	X
2. Any defect in, or lien or encumbrance on the Title.		X	X
3. The Title is unmarketable.		X	X
4. Violations or enforcement actions with respect to governmental regulation as to certain zoning, use or subdivision requirements or restrictions, or the exercise of a governmental police power, to the extent of any recorded notice of such violation, enforcement action or exercise of power.		X	X
5. Loss of Title to any part of the land through condemnation if there is a recorded notice or if a taking occurred before you bought the Land and you did not know about it.		X	X
6. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.		X	X
ITEMS 7 THROUGH 33 ARE FOUND ONLY IN THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE WITH GEORGIA MODIFICATIONS (2/3/10)			
7. Someone else has rights affecting the Title because of leases, contracts, or options.			X
8. Someone else claims to have rights affecting the Title because of forgery or impersonation.			X
9. Someone else has an easement on the Land.			X
10. Someone else has a right to limit Your use of the Land.			X
11. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.			X
12. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.			X
13. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.			X
14. You are forced to correct or remove an existing violation of a covenant, condition or restriction affecting the Land. However You are not covered for any violation that relates to (a) any obligation to perform maintenance or repair on the Land; or (b) environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Liability for this Covered Risk is limited to the extent of the violation stated in that notice.			X
15. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title.			X
16. Because of an existing violation of a subdivision law or regulation affecting the Land you are unable to obtain a building permit. *			X
17. Because of an existing violation of a subdivision law or regulation affecting the Land you are required to correct or remove the violation. *			X
18. Because of an existing violation of a subdivision law or regulation affecting the Land someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it. *			X
19. You are forced to remove Your existing structures or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office.			X
20. You are forced to remedy a boundary wall or fence because any portion was built without obtaining a building permit from the proper government office. *			X
21. You are forced to remove Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation.			X
22. You are forced to remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. *			X
23. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.			X
24. You are forced to remove Your existing structures - other than boundary walls or fences - because they encroach onto Your neighbor's land.			X
25. You are forced to remove Your boundary walls or fences because they encroach onto Your neighbor's land. *			X
26. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.			X
27. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line.			X
28. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land.			X
29. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance.			X
30. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.			X
31. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.			X
32. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.			X
33. Any of the following occurring AFTER POLICY DATE:			X
1. Someone else owns an interest in Your Title.			
2. Someone else has rights affecting Your Title because of leases, contracts, or options.			
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.			
4. Someone else has an easement on the Land.			
5. Someone else has a right to limit Your use of the Land.			
6. Your Title is defective.			
Some of these defects are:			
(a) Someone else's failure to have authorized a transfer or conveyance of your Title.			
(b) Someone else's failure to create a valid document by electronic means.			
(c) A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.			
(d) A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.			
(e) A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.			
(f) A defective judicial or administrative proceeding.			

\*The amount of Your insurance for this Covered Risk is subject to a Deductible Amount and a Maximum Dollar Limit of Liability shown in Schedule A.

Please note that this information is intended for comparison purposes only, and is not a full restatement of the policy provisions, nor a full explanation of the policy coverage. Please refer to the actual policy provisions. Policy coverages are subject to the terms, exclusions, provisions and exceptions shown in the policy.

**FOR MORE INFORMATION ON TITLE INSURANCE OPTIONS PLEASE CONTACT**



**DHI Title of Georgia**  
**Georgiatitle@dhititle.com**



DHI Title is a title insurance agency, underwritten by several national title insurers. For information specific to our underwriters, please contact your local DHI Title office. DHI Title is an affiliate of D.R. Horton/Express Homes/Emerald Homes/Freedom Homes, DHI Mortgage Company, Ltd. and D.R. Horton Insurance Agency. Homebuyer is not required to utilize the services of DHI Mortgage Company, Ltd., D.R. Horton Insurance Agency or DHI Title in order to purchase a home with D.R. Horton, Express Homes, Emerald Homes or Freedom Homes. The information contained herein does not constitute legal advice, and DHI Title makes no express or implied warranties or representations, and assumes no responsibilities for errors or omissions about information presented.