



Transaction Identification Data for reference only:

Florida's Title Insurance Company
1720 Harrison Street, Penthouse B,
Hollywood, FL 33020
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number:
Order No.:

Property Address: 123 Anywhere Avenue
Faketown, FL 33302
Revision Number:

Fidelity National Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **03/23/2018** at: 8:00 AM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: **Michael Jones and Mary Jones**
Proposed Amount of Insurance: **\$337,500.00**
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:
Steve Cole and Amy Cole
5. **The Land** is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: [REDACTED]
Authorized Officer or Agent



Schedule B Section 1 are the "Requirements"

**SCHEDULE B SECTION I
REQUIREMENTS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

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.
 - A. Warranty Deed from Steve Cole and Amy Cole to Michael Jones and Mary Jones.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of **payment of any outstanding assessments in favor of Miami-Dade County**, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Miami-Dade County, Florida, any special taxing district and any municipality.

6. Proof of **payment of service charges for water, sewer, waste and gas**, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record in the Public Records a **release or satisfaction of the Money Bags Bank** in the original principal amount of \$212,100.00, dated December 1, 0000 and recorded in Official Records Book 0000, Page 1111.

8. **Terminate the Notice of Commencement** recorded on July 17, 2017, in Official Records Book 30615, Page 2109. In lieu of termination, obtain a written statement from the condominium association stating that the association has sufficient funds to pay for the improvements, or that the subject unit does not owe assessments for the improvements and no further assessments will be made.

9. Furnish proof, satisfactory to the Company, from 2800 Island Boulevard **Condominium Association, Inc., that it has approved the sale** to the proposed purchaser(s); that **all condominium fees and assessments have been paid in full**; and that there are no delinquencies.



Schedule B Section 1 are the "Requirements"

**SCHEDULE B SECTION I
Requirements continued**

- 10. Furnish proof, satisfactory to the Company, by Williams Island Property Owners' Association, Inc., that all **homeowner's association fees and assessments, if any, have been paid** in full and that there are no delinquencies.
- 11. An **Affidavit** in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
- 12. Obtain confirmation sufficient to the Company from the tax collector's office that **no taxes or other amounts are due** or may become due for any years resulting from the Value Adjustment Board (VAB) action(s) disclosed on the tax collector's website for Folio Number(s) 28-0000-000-0000. The Tax Collector has flagged the Land with a Petition Pending or VAB Pending, indicating that additional sums may be owed.

NOTE: 2017 Real Property Taxes in the gross amount of \$7,073.65 are Paid, under Tax I.D. No. 28-0000-000-0000

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 30769, Page 1096 and Official Records Book 18847, Page 4445

END OF SCHEDULE B SECTION I



Schedule B Section 2 are the "Exceptions"

**SCHEDULE B SECTION II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

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.

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. ~~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 this form.~~
2. **Taxes and assessments** for the year 2018 and subsequent years, **which are not yet due** and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any **lien provided by County Ordinance** or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception **1 above shall be deemed deleted** as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item **3A will be deleted** from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.



**SCHEDULE B SECTION II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Items **3B, 3C, and 3D will be deleted** from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, including provisions which provide for a private charge or assessment, and also provide for an option to purchase, a right of first refusal, according to that certain **Declaration of Condominium**, and the exhibits and attachments thereto recorded in Official Records Book 14786, Page 865; as Amended in Official Records Book 14988, Page 868; Official Records Book 15514, Page 4102; Official Records Book 16336, Page 4633; Official Records Book 16739, Page 448; Official Records Book 16739, Page 456; Official Records Book 17384, Page 3754; Official Records Book 17863, Page 461, as may be further amended.
7. Restrictions, covenants, conditions and easements, which include provisions for A. an easement on the land; B. a lien for liquidated damages; C. a private charge or assessments; as contained in that certain **Declaration** recorded in Official Records Book 11570, Page 1078, and as amended in Official Records Book 11796, Page 2477; Official Records Book 12103, Page 1723; Official Records Book 11702, Page 952; Official Records Book 12425, Page 2449; Official Records Book 14790, Page 2364; Official Records Book 14840, Page 4405; Official Records Book 15346, Page 293; Official Records Book 16739, Page 448; Official Records Book 16739, Page 456; Official Records Book 14076, Page 1291; Official Records Book 14693, Page 1756; Official Records Book 16022, Page 4127; Official Records Book 16256, Page 3994; Official Records Book 17663, Page 1173; Official Records Book 17850, Page 575, Official Records Book 27414, Page 1118; Official Records Book 18534, Page 3207; Official Records Book 30037, Page 4607; Official Records Book 30130, Page 4846, Official Records Book 30123, Page 1789, Official Records Book 20071, Page 796, Official Records Book 26831, Page 3214, Official Records Book 27414, Page 1118, Official Records Book 29091, Page 1706, and Official Records Book 29160, Page 2815 and Official Records Book 30757, Page 2118 and as may be subsequently amended.

NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

8. Restrictions, covenants, conditions, easements and other matters as contained **on the Plat of Williams Island** Section Two, recorded in Plat Book 120, Page 87, of the Public Records of Miami-Dade County, Florida.
9. Restrictions, covenants, conditions, easements and other matters as contained **on the Plat of Williams Island** Section Three, recorded in Plat Book 120, Page 89, of the Public Records of Miami-Dade County, Florida.
10. Restrictions, covenants, conditions, easements and other matters as contained **on the Plat of Williams Island** Amended, recorded in Plat Book 120, Page 49, of the Public Records of Miami-Dade County, Florida.



Schedule B Section 2 are the "Exceptions"

**SCHEDULE B SECTION II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

11. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Williams Island Second Amended, recorded in Plat Book 139, Page 100, of the Public Records of Miami-Dade County, Florida.
12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Williams Island Section One, recorded in Plat Book 120, Page 43, of the Public Records of Miami-Dade County, Florida.
13. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Williams Island Amended, recorded in Plat Book 126, Page 49, of the Public Records of Miami-Dade County, Florida.
14. Restrictions contained in Warranty Deed recorded in Deed Book 3656, Page 400. Said instrument includes the grant and reservation by the parties thereto of surface rights over Maule Lake.
15. Perpetual Non-Exclusive Easement to Central and Southern Florida Flood Control District contained in the Final Judgment recorded in Official Records Book 106, Page 141.
16. Reservations contained in Deed No. 22652(407-13) recorded in Official Records Book 4948, Page 21, from The Trustees of the Internal Improvement Fund of the State of Florida. All rights of entry and exploration arising out of said reservations were released by Quit-Claim Deed No. 22652 recorded in Official Records Book 11839, Page 65.
17. Sewer Extension Agreement, as Amended by instrument dated June 9, 1969. A copy of said Agreement is attached to Deed filed in Official Records Book 10836, Page 327. Said Agreement establishes an easement.
18. Collateral Assignment of right to collect assessments and assessment of lien rights recorded in Official Records Book 28280, Page 3539.
19. Rights of the United States by virtue of its control over navigation and commerce especially in time of war for use for navigable purposes, and also rights reserved to the United States in permit recorded August 4, 1970 in Official Records Book 6035, Page 299, or any other permit under which said land was filled in.
20. Declaration of Non-Exclusive Private Easement recorded in Official Records Book 8501, Page 530; Amended in Official Records Book 8993, Page 321; Official Records Book 9878, Page 917; Official Records Book 9878, Page 932; Official Records Book 12183, Page 1533; Official Records Book 12458, Page 3201, together with Assignment of Rights to Use Easement recorded in Official Records Book 12458, Page 3257; Assignment of Rights to Use Easement in Official Records Book 12520, Page 2636.
21. Easement for Sewer Main recorded in Official Records Book 10549, Page 2478.
22. Declaration of Restrictions recorded in Official Records Book 10678, Page 1347.



Schedule B Section 2 are the "Exceptions"

**SCHEDULE B SECTION II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

23. **Declaration of Easement** recorded in Official Records Book 11226, Page 1; Consent of Mortgage recorded in Official Records Book 11347, Page 559; Amended by Partial Termination of Easement recorded in Official Records Book 13332, Page 163.
24. **Cancellation and Re-Declaration of Non-Exclusive Easements and Covenants** recorded in Official Records Book 11491, Page 1748; Amended by Relocation of Easement recorded in Official Records Book 11759, Page 1353, as affected by that Amended Final Judgment recorded in Official Records Book 14752, Page 394.
25. **Agreement Not to Object** recorded in Official Records Book 11516, Page 1892.
26. **Entrance Feature Maintenance Agreement** recorded in Official Records Book 11567, Page 942.
27. **Declaration of Restrictions** recorded in Official Records Book 11783, Page 2689.
28. **Covenant Running with the Land** in Lieu of Unity of Title recorded in Official Records Book 12430, Page 2319.
29. **Declaration of Restrictions** recorded in Official Records Book 12239, Page 485.
30. **Entrance Feature Maintenance Agreement** recorded in Official Records Book 12428, Page 985; Modified by Partial Release of Entrance Feature Maintenance Agreement recorded in Official Records Book 13362, Page 3190.
31. **Easement in favor of Telesat Cablevision** recorded in Official Records Book 12855, Page 740.
32. **Easements in favor of Metropolitan Dade County** recorded in Official Records Book 13332, Page 142 and Official Records Book 13345, Pages 2935 and 2936 and Official Records Book 14981, Page 832.
33. **Agreement** recorded in Official Records Book 13362, Page 3790.
34. Temporary **Non-Exclusive Access Easement** Agreement recorded in Official Records Book 13377, Page 3004.
35. **Easements in favor of Florida Power & Light** Company recorded in Official Records Book 13377, Page 3004, Official Records Book 13822, Page 1671 and Official Records Book 14426, Page 2200.
36. Application and Acceptance of **Conditional Building Permit and Estoppel** Notices recorded in Official Records Book 13893, Page 1946 and Official Records Book 13936, Page 3595.
37. **Easement in favor of Southern Bell Telephone** Company recorded in Official Records Book 13920, Page 1779.
38. **Easement** Agreement recorded in Official Records Book 13995, Page 1122, as affected by Bill of Sale recorded in Official Records Book 13995, Page 1129.



Schedule B Section 2 are the "Exceptions"

**SCHEDULE B SECTION II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 39. Easement Agreement recorded in Official Records Book 14007, Page 3043.
- 40. Easement in favor of the City of North Miami recorded in Official Records Book 15253, Page 260.
- 41. Bill of Sale recorded in Official Records Book 15253, Page 124.
- 42. Vested Rights Determination Agreement recorded in Official Records Book 19159, Page 1331.
- 43. Certificate of Filing recorded in Official Records Book 20464, Page 2330.
- 44. The nature, extent or existence of riparian rights is not insured.
- 45. Title to any submerged land included within the land described in this Policy is not insured.
- 46. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
- 47. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.
- 48. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.

NOTE: All recording references in this form shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 13800 NW 14th Street Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.

Searched By: [REDACTED]

END OF SCHEDULE B SECTION II



EXHIBIT "A"

Unit 705 of 2800 Island Boulevard Williams Island, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 14786, Page(s) 865, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

