



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Dominion Title Company

Brandon Humes, Agent's Signature

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest, or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fee only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



**CHICAGO TITLE
INSURANCE COMPANY**

SCHEDULE A

File No.: 20190329

Name and Address of Title Insurance Company: **Dominion Title Company**
201 East Pine Street, Suite 315
Orlando, FL 32801

- 1. Effective Date: July 15, 2019 at 11:00 PM
- 2. Policy or Policies to be issued:

- a. ALTA Owners Policy (06/17/06) Proposed Amount of Insurance
\$100,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Schedule A Item 4 herein

Final Premium:
\$575.00

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Ubbo J. Schaefer, Maria Schaefer and Mark A. Schaefer
- 5. The land referred to in the Commitment is described as follows:
Lot 38, Olive Tree - Parcel 6C, according to the map or plat thereof, as recorded in Plat Book 76, Page(s) 131 through 133, inclusive, of the Public Records of Palm Beach County, Florida.

Dominion Title Company

Brandon Humes, Agent's Signature





CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B - SECTION I

REQUIREMENTS

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 Ubbo J. Schaefer, a/k/a Ubbo Schaefer, Maria Schaefer and Mark A. Schaefer to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Schedule A Item 4 herein.

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 Palm Beach 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 Palm Beach 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 Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as nominee for First Magnus Financial Corporation, an Arizona Corporation recorded in Official Records Book 21909, Page 1457, which Mortgage is now held by The Bank of New



SCHEDULE B - SECTION I

(Continued)

York Mellon fka The Bank of New York as Trustee for the Benefit of the Certificate Holders of the CWALT, Inc., alternative loan trust 2007-21CB, Mortgage pass through certificates, series 2007-21CB, by virtue of Assignment(s) of Mortgage recorded in Official Records Book 27485, Page 675.

8. Satisfaction or release of that certain judgment(s) recorded in Official Records Book 26908, Page 972 (Maria Schaefer). Upon satisfactory proof to the Company of one of the following options, satisfaction/release may be waived:

Upon the recording of a credible affidavit containing the legal description of the subject property and stating that the owner/mortgagor is not the same person as the judgment debtor in the instrument; or

A final judgment, not subject to appeal, determining that the judgment did not attach as a lien to the property because the property constituted homestead property at all applicable times. The judgment holder must be named as a defendant and be properly served; or

An acceptable Statutory Notice of Homestead (Section 222.01 Florida Statutes) or Homestead Affidavit and such other requirements and investigation as the Company deems appropriate to establish the homestead status of the property to be insured.

9. Affidavit satisfactory to the Company must be recorded in the Public Records establishing that either:

Ubbo J. Schaefer and Maria Schaefer, the grantor(s) in the deed recorded in the Public Records in Palm Beach County, Official Records Book 29946, Page 1206 were unmarried at the time of execution and delivery of the deed,

or that the subject property did not constitute any part of the grantor'(s) homestead at said time.

10. Intentionally deleted.
11. Intentionally deleted.
12. Furnish proof, satisfactory to the Company, by Fairway Isles Homeowners' Association, Inc., that all homeowner's association fees and assessments, if any, have been paid in full and that there are no delinquencies.
13. Intentionally deleted.
14. Intentionally Deleted.
15. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
16. Proof of payment of ALL OUTSTANDING TAXES, folio or parcel number 18-42-44-10-28-000-0380. NOTE: PLEASE CALL THE PALM BEACH TAX COLLECTOR'S OFFICE AT (561) 355-2264 FOR ALL CORRECT AMOUNTS THAT ARE NOW DUE AND PAYABLE.

SCHEDULE B - SECTION I

(Continued)

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 29946, Page 1206 and Official Records Book 10908, Page 1901

END OF SCHEDULE B - SECTION I

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CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 2019 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:



SCHEDULE B - SECTION II

(Continued)

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.

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. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Olive Tree - Parcel 6C, recorded in Plat Book 76, Page 131 through 133, inclusive, of the Public Records of Palm Beach County, Florida.
7. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Olive Tree - Phase 5A/6B of the River Bridge P.U.D., recorded in Plat Book 76, Pages 102 through 104, inclusive, of the Public Records of Palm Beach County, Florida.
8. 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 CC&R recorded in Official Records Book 8065, Page 1403 and together with the First Supplement to Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree recorded in Official Records Book 9100, Page 1923 and together with the Assignment of Declarant Status and Rights for Olive Tree recorded in Official Records Book 10148, Page 1356 and together with the First Amendment to Master Declaration of Protective Covenants, Conditions and Restrictions for Olive Tree recorded in Official Records Book 10219, Page 1064; and as may be subsequently amended.
9. 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 CC&R recorded in Official Records Book 9100, Page 1959 and together with the Amendment to Declaration of Restrictions for Fairway Isles, Ltd. recorded in Official Records Book 9182, Page 288 and together with the Amendment to Declaration of Restrictions for Fairway Isles recorded in Official Records Book 10152, Page 62; and as may be subsequently amended.
10. 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 CC&R recorded in Official Records Book 4221, Page 1759 and together with the First Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4628, Page 844 and together with the Second Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 4912, Page 1744 and together with the Third Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 5871, Page 1832 and together with the Action by Written Consent of Members of River Bridge Property Owners Association, Inc. and the Fourth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 5914, Page 1620 and together with the Fifth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8065, Page 1384 and together with the Sixth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8065, Page 1391 and together with the Seventh Amendment to Declaration of Protective Covenants and

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ALTA Commitment Form (6/17/06)
(With Florida Modifications)

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SCHEDULE B - SECTION II

(Continued)

Restrictions for River Bridge recorded in Official Records Book 8065, Page 1396 and together with the Certificate of Amendment to By-Laws of River Bridge Property Owners Association, Inc. recorded in Official Records Book 8065, Page 1532 and together with the Scrivener's Error Affidavit recorded in Official Records Book 8168, Page 81 and together with the Eighth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8169, Page 1845 and together with the Ninth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8442, Page 692 and together with the Tenth Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8442, Page 698 and together with the Eleventh Amendment to Declaration of Protective Covenants and Restrictions for River Bridge recorded in Official Records Book 8442, Page 705 and together with the Assignment of Rights under the P.U.D. Agreement recorded in Official Records Book 9091, Page 1336; and as may be subsequently amended.

11. 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 CC&R recorded in Official Records Book 8065, Page 1509 and as amended in Official Records Book 8366, Page 1377 and Official Records Book 8606, Page 1899 and Official Records Book 8741, Page 315; and as may be subsequently amended.
12. Reservations as contained in instrument recorded in Deed Book 773, Page 391 and as modified by Release of Reservations No. 14018 recorded in Official Records Book 4445, Page 594 and the Non-Use Commitment No. 484 recorded in Official Records Book 4445, Page 598.
13. Reservations as contained in instrument recorded in Deed Book 774, Page 151 and as modified by Release of Reservations No. 14018 recorded in Official Records Book 4445, Page 594 and the Non-Use Commitment No. 484 recorded in Official Records Book 4445, Page 598.
14. Development Order as contained in that certain Resolution No. 83-36 recorded in Official Records Book 4096, Page 1351.
15. Terms, conditions and provisions as contained in that certain Ordinance No. 83-49 recorded in Official Records Book 4186, Page 1703 and as amended by that certain Ordinance No. 94-05 recorded in Official Records Book 8536, Page 589 and together with the Assignment of Rights under the P.U.D. Agreement recorded in Official Records Book 9091, Page 1336.
16. Terms, conditions and provisions as contained and set forth in the Unity of Title for River Bridge recorded in Official Records Book 4221, Page 1747
17. Drainage and Flowage Easement in favor of Palm Beach County, a political subdivision of the State of Florida, recorded in Official Records Book 7452, Page 1719.
18. Standard Developers Agreement recorded in Official Records Book 9046, Page 1313.
19. Drainage Pipe Easement recorded in Official Records Book 9052, Page 326.
20. Reservations recorded in Deed Book 717, Page 313, as modified in Official Record Book 1365, page 274

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ALTA Commitment Form (6/17/06)
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SCHEDULE B - SECTION II

(Continued)

21. Assignment of Dedicated Rights recorded in Official Records Book 8065, Page 1474.
22. Standard Developer Agreement recorded in Official Records Book 8388, Page 1230.
23. Rights of others to use the waters of any water body extending from the insured land onto other lands.
24. The nature, extent or existence of riparian rights is not insured.

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

END OF SCHEDULE B - SECTION II

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