

**Dominion Title Company**  
201 East Pine Street, Suite 315  
Orlando, FL 32801  
Phone: 407-447-9407  
Fax: 407-447-9409

Chicago Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 5518806  
Customer Reference: 20150597

1. Effective Date: October 01, 2015 at 11:00 PM
2. Policy or Policies to be issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00
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:  
Henin Homes, Inc., a Florida corporation
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: \_\_\_\_\_  
Authorized Officer or Agent

**SCHEDULE B SECTION I  
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Duly authorized Warranty Deed from Henin Homes, Inc., a Florida corporation to To Be Determined, together with evidence satisfactory to the Company of the corporation's good standing under the laws of its domicile state.

NOTE: If the current transaction involves: A. the disposition of substantially all of a corporation's property or assets; B. the conveyance of corporate property to an officer, director or agent who is also a signatory; C. conveyance of property for minimum consideration; or D. the execution of documents incident to the transaction by an officer other than the president, chief executive officer, or a vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained. If the transaction involves the sale of substantially all of the assets of the corporation, in addition to a recordable resolution, satisfactory proof that shareholder approval was obtained in accordance with Sec. 607.1202 F.S. must be placed of record. This proof must be approved by the underwriting department.

3. Proof of payment of any outstanding assessments in favor of Volusia 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 Volusia County, Florida, any special taxing district and any municipality.

4. 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.

5. Record in the Public Records a release or satisfaction of the Mortgage in favor of Axiom Bank in the original principal amount of \$560,250.00, dated April 30, 2015 and recorded in Official Records Book 7112, Page 1719.
6. Release of that certain Assignment of Rents from Henin Homes, Inc., a Florida corporation to Axiom Bank in Official Records Book 7112, page 1748, of the Public Records of Volusia County, Florida.
7. Record in the Public Records a termination of the UCC Financing Statement in favor of Axiom Bank recorded in Official Records Book 7112, Page 1754.
8. Furnish proof, satisfactory to the Company, by Riviera Bella Master Association, Inc., that all homeowner's association fees and assessments, if any, have been paid in full and that there are no delinquencies.

**SCHEDULE B SECTION I  
Requirements continued**

9. The name(s) of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
10. When the Company has been provided the amount of the full insurable value of the land and the Company has agreed to that value, Schedule A will be amended accordingly.

NOTE: 2014 Real Property Taxes in the gross amount of \$6,773.20 are Paid, under Tax I.D. No. 803108001140.

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 the commitment 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 6703, Page 2128.

**END OF SCHEDULE B SECTION I**

**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 Commitment.
2. Taxes and assessments for the year 2015 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: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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.

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.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II  
EXCEPTIONS**

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Riviera Bella, Unit 2A, recorded in Map Book 51, Pages 82 and 83, of the Public Records of Volusia County, Florida.
7. Restrictions, covenants, and conditions as set forth in Master Declaration recorded in Official Records Book 5137, Page 1, and Supplemental Declaration recorded in Official Records Book 5425, Page 4035, thereafter amended in Official Records Book 5446, Page 867, Official Records Book 5747, Page 301, Official Records Book 5975, Page 1569, Official Records Book 6051, Page 3866, Official Records Book 6249, Page 667, Official Records Book 6254, Page 2187, Official Records Book 6366, Page 3624, Official Records Book 6420, Page 3409, Official Records Book 6544, Page 4019, and Official Records Book 6647, Page 1931, 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. Utility Service Agreement recorded in Official Records Book 5660, Page 3265.
9. Articles of Incorporation and By-Laws recorded in Official Records Book 5137, Page 75.
10. Restrictions, covenants, and conditions as set forth in those instruments recorded in Official Records Book 1003, Page 663 and as amended in Official Records Book 4963, Page 1801, 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.

11. Development Agreement recorded in Official Records Book 4332, page 4388 and re-recorded in Official Records Book 4574, Page 2917.
12. Resolutions recorded in Official Records Book 4789, Page 4630 and Official Records Book 4866, Page 4492.
13. Conservation Easement recorded in Official Records Book 4979, Page 4714.
14. Service Agreement recorded in Official Records Book 4943, Page 4021.
15. Grant of Easements recorded in Official Records Book 5137, Page 94.
16. Utilities Easement recorded in Official Records Book 5296, Page 3250 and Official Records Book 5296, Page 3256.
17. Grant of Easement recorded in Official Records Book 5360, Page 1269 and Official Records Book 5635, Page 2018.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II  
EXCEPTIONS**

18. Any loss or damage arising from assessments occurring after date of policy resulting from the provisions contained in Florida Statute 720.3085(2), notwithstanding any contrary provisions of any ALTA 5.1 or ALTA 9 series endorsements which may be attached.

19. The rights of tenants in possession under bona fide leases.

NOTE: All recording references in this commitment/policy shall refer to the public records of Volusia 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 Chicago Title Insurance Company, 2400 Maitland Center Parkway , Suite 110, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Julia R. DeLong, Julia.delong@fnf.com, 407-670-2414

**END OF SCHEDULE B SECTION II**

**EXHIBIT "A"**

Lot 114, Riviera Bella, Unit 2A, according to the map or plat thereof, as recorded in Plat Book 51, Page(s) 81 through 83, inclusive, of the Public Records of Volusia County, Florida.