

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

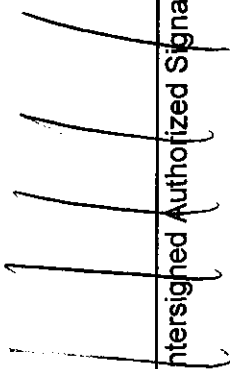
State: Florida County: Lake

Plant File #: 15-55074	Reinsurance #:	Premium: \$0.00	Agent File #: 15-294
---------------------------	----------------	--------------------	-------------------------

**Schedule A**

1. Effective Date: **November 30, 2015 @ 08:00 AM**
2. Policy or Policies to be issued:
  - a. Owner's Policy  
**TBD** Amount  
**TBD**
  - b. Loan Policy  
Amount
- 2nd Proposed Insured Loan: Amount
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:  
**Fee Simple**
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
**Duly Qualified Trustee(s) of the Rocker Family Trust dated May 5, 1999, as to Lot 3 and Vacation Finance, LLC, a Florida Limited Liability Company and B&J Finance, LLC, as to Lot 4 and William E. Rocker, as Trustee of the Rocker Family Trust, as to Lot 5**
5. The land is described as follows:

**See Attached Schedule A Continuation for Legal Description**

  
Countersigned Authorized Signatory

Issued By: FL1435  
Classic Title & Solutions, Inc.  
1341 E. Irls Bronson Memorial Highway  
St. Cloud FL, 34771

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with and Rider Pages incorporated by reference in the insert pages.

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

### Schedule A, Continuation Page

Lots 3, 4 and 5, Green Valley Commons, according to the Plat thereof, recorded in Plat Book 52, Page(s) 85 and 86, of the Public Records of Lake County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.




Plant File # : 15-55074

Agent File #: 15-294

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications) Schedule B - Section 1

### Requirements:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to wit:
  - a.  The Deed from PNC Bank, National Association to \_\_\_\_\_ Trustee(s) of the Rocker Family Trust dated May 5, 1999, recorded in Official Records Book 4473, Page 1768, of the Public Records of Lake County, Florida, may be defective in that lacks trustee(s). Said Deed should be corrected, properly initialed, re-executed and re-acknowledged in the presence of two subscribing witnesses, re-notarized, and re-recorded or a Corrective Deed shall be recorded. (as to Lot 3)
  - b.  Special Warranty Deed from Duly Qualified Trustee(s) and Individually of the Rocker Family Trust dated May 5, 1999, to TBD conveying the land described under Schedule "A". (as to Lot 3)
  - c.  Warranty Deed from Vacation Finance, LLC, a Florida Limited Liability Company and B&J Finance, LLC to TBD conveying the land, together with the following: (1) Proof of registration of the limited liability partnership, limited liability company, or limited liability limited partnership. (2) Affidavit is required to establish the authority and identity of the managing members executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as managing member(s) is in good standing. (4) Satisfactory proof, acceptable to the Company, must be furnished showing the limited liability company to be existing and in good standing under the laws of the State of Florida. (as to Lot 4)
  - d. Special Warranty Deed from William E. Rocker, Individually and as Trustee of the Rocker Family Trust to TBD conveying the land described under Schedule "A". (as to Lot 5)

NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. Obtain, review and record the Trust Agreement for the Rocker Family Trust dated May 5, 1999., or a memorandum of said Trust, along with excerpts of said Trust showing Trustee(s) authority to

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

convey (or mortgage, if applicable), together with any amendments or modifications thereto. Alternatively, execution and recordation by the current Trustee of the Trust a Certification of Trust in compliance with Florida Statutes Section 736.1017. In the event a Successor Trustee is attempting to convey/mortgage the property and said Successor Trustee is not set out on the vesting deed, a review of the Trust Agreement will be necessary. NOTE: The Company reserves the right to make additional requirements upon review of said Trust. (as to Lot 3)

7. Obtain, review and record the Trust Agreement for the Rocker Family Trust, or a memorandum of said Trust, along with excerpts of said Trust showing Trustee(s) authority to convey (or mortgage, if applicable), together with any amendments or modifications thereto. Alternatively, execution and recordation by the current Trustee of the Trust a Certification of Trust in compliance with Florida Statutes Section 736.1017. In the event a Successor Trustee is attempting to convey/mortgage the property and said Successor Trustee is not set out on the vesting deed, a review of the Trust Agreement will be necessary. NOTE: The Company reserves the right to make additional requirements upon review of said Trust. (as to Lot 5)

8. Payment of taxes for the year 2015 Tax I.D. # 21-22-25-0695000000300 ; Assessed Value \$126,306.00; Gross Amount \$2,581.20; Exemptions: No (as to Lot 3)

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

9. Payment of taxes for the year 2015 Tax I.D. # 21-22-25-0695000000400 ; Assessed Value \$128,297.00; Gross Amount \$2,621.89; Exemptions: No (as to Lot 4)

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

10. Payment of taxes for the year 2015 Tax I.D. # 21-22-25-0695000000500 ; Assessed Value \$151,203.00; Gross Amount \$3,089.98; Exemptions: No (as to Lot 5)

Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s).

11. Satisfactory proof, acceptable to the Company, must be furnished showing St. Cloud Car Wash, LLC to be existing and in good standing under the laws of the State where established together with an Affidavit establishing the authority and identity of the managing members executing the documents to be insured. (for deed recorded in Official Record Book 4465, Page 193, Lot 5)

12. Satisfactory evidence that all Homeowners Association dues and/or assessments, including special assessments, against the land described herein, are paid in full to date.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications) Schedule B - Section 2

### Exceptions

Schedule B of the policy or policies to be issued will contain exception 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. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.
4. Easements or claims of easements not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 52, at Page(s) 85 and 86, of the Public Records of Lake County, Florida.
8. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 2698, Page 723, and as amended, of the Public Records of Lake County, Florida, including the following:
  - a: provides for a private charge assessment.
9. Restrictions, covenants, conditions and easements as contained in that certain instrument recorded in Official Records Book 2698, Page 723, Public Records of Lake County, Florida, but any covenant, condition, restriction, easement or servitude indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) are hereby omitted.
10. Article of Green Valley Commons, as recorded in Official Records Book 2698, Page 713, of the Public Records of Lake County, Florida.
11. Bylaws of Green Valley Commons, as recorded in Official Records Book 2698, Page 717, of the Public Records of Lake County, Florida.
12. Perpetual Easement recorded in Official Records Book 3720, Page 1650, of the Public Records of Lake County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

13. Perpetual Easement to the Public, recorded in Official Records Book 3720, at Page 1652, of the Public Records of Lake County, Florida.
14. Perpetual Easement to the Public, recorded in Official Records Book 3720, at Page 1656, of the Public Records of Lake County, Florida.
15. Distribution Easement recorded in Official Records Book 3722, Page 1898, of the Public Records of Lake County, Florida.
16. Distribution Easement recorded in Official Records Book 3722, Page 1900, of the Public Records of Lake County, Florida.
17. Distribution Easement recorded in Official Records Book 3722, at Page 1904, of the Public Records of Lake County, Florida.
18. The insurer herein shall have no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.
19. The Company herein shall have no liability under this commitment until an endorsement is issued stating the proposed insured. Once the Company herein has been provided with proper names we reserve the right to make any additional exceptions and/or requirements deemed necessary
20. Any loss or damage arising from assessments resulting from the provisions contained in Florida Statute Section 720.3085, notwithstanding assurances to the contrary in any ALTA 5 Planned Unit Development endorsement or Florida Form 9 endorsement which may have been issued with this Commitment or Policy.
21. Any lien provided 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: FOR INFORMATIONAL PURPOSES ONLY:** The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: (as to Lot 3)

1. Certificate of Title recorded June 15, 2011 in Official Records Book 4042, Page 2118, of the Public Records of Lake County, Florida.
2. Special Warranty Deed recorded May 7, 2014 in Official Records Book 4473, Page 1768, of the Public Records of Lake County, Florida.

**NOTE: FOR INFORMATIONAL PURPOSES ONLY:** The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: (as to Lot 4)

1. Warranty Deed recorded November 3, 2005 in Official Records Book 2995, Page 1879, of the Public Records of Lake County, Florida.

**NOTE:** This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

# Westcor Land Title Insurance Company

## ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

2. Warranty Deed recorded March 25, 2015 in Official Records Book 4601, Page 1956, of the Public Records of Lake County, Florida.

**NOTE: FOR INFORMATIONAL PURPOSES ONLY:** The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: (as to Lot 5)

1. Certificate of Title recorded May 24, 2011 in Official Records Book 4035, Page 1727, of the Public Records of Lake County, Florida.
2. Special Warranty Deed recorded April 10, 2014 in Official Records Book 4462, Page 2187, of the Public Records of Lake County, Florida.
3. Quit Claim Deed recorded April 15, 2014 in Official Records Book 4465, Page 193, of the Public Records of Lake County, Florida.

**NOTE:** This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.