

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

### Schedule A

Effective Date: **August 25, 2008 at 08:00:00 AM**

1. Policy or Policies to be issued: Policy Amount

ALTA Owner's Policy - 1992 (Owner's Form)  
Proposed Insured:

**To be determined**

ALTA Loan Policy - 1992 (Lender's Form)  
Proposed Insured:

**To be determined**

2. Fee Simple interest in the land described in this commitment is owned, at the Commitment Date,  
By:

**BellaSol Condos, LLC, a Florida limited liability company**

3. The land referred to in this Commitment is located in the County of Hillsborough, State of and  
described as follows:

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

Issued Date: **September 3, 2008**

**All American Title** as issuing agent for  
**Stewart Title Guaranty Company**

By: \_\_\_\_\_  
Authorized Signatory

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

### **Schedule A, Continuation Page**

Unit No's 22, 23, 24, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, and 40, Bellasol Dock Condominium, a Condominium according to the Declaration of Condominium recorded in Official Records Book 18778, Page 1973, as amended, and according to the plat thereof recorded in Condominium Book 25, Page 277, as amended, of the public records of Hillsborough County, Florida.

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

### Schedule B-I

Part I. The following are the requirements to be compiled with

1. Payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes and/or assessments, levied and assessed against property, which are due and payable.
3. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. Warranty Deed from BellaSol Condos, LLC, a Florida Limited Liability Company to Proposed Insured conveying the herein described property.
4. Receipt and review of Affidavit(s) in recordable form properly executed by the seller(s) and/or mortgagor(s) evidencing no other parties in possession, no claims or rights to a lien for services, labor or materials in connection with any repairs, alterations or improvements on the subject property, any adverse claims, no pending claims or court cases, or other matters. As to matters which may be disclosed by said Affidavit(s), the Company reserves the right to make such further requirements and/or exceptions as it may deem necessary.
5. Receipt and review of a current survey of the subject property properly certified to the Company evidencing no encroachments, violations, adverse claims or other matters which are uninsurable. The company reserves the right to make further requirements and/or exceptions which may be deemed necessary.

NOTE: The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

6. Obtain a written statement from the Bellasol Dock Condominium Association, stating the following with reference to the Notice of Commencement recorded on October 16, 2007, in Official Records Book 18186, page 52, of the Public Records of Hillsborough County, Florida.
  - A) The association has sufficient funds in reserve to pay for all improvements made or to be made pursuant to said Notice of Commencement, or
  - B) The owners have been specially assessed for the costs of the improvements made or to be made pursuant to said Notice of Commencement and the assessment for subject unit to be insured has been paid, or
  - C) All improvements pursuant to said Notice of Commencement have been completed and have been paid in

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

full.

7. Affidavit from buyer acknowledging receipt and review of all Condominium Declarations and By-Laws and all amendments thereto at least three business days prior to date of closing.
8. Taxes for the current year, assessed under Tax ID# 52091-5656, in the gross amount of \$-0-.  
(Parent ID)

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

### Schedule B-II

Part II. 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 record of 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 claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
7. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
8. Taxes or special assessment not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
9. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
10. Any minerals or mineral rights leased, granted or retained by current or prior owner.
11. 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 systems, sewer systems or gas systems serving the lands described herein.

#### Special Exceptions:

12. Taxes for the year 2008, which are not yet due and payable.

See attached Schedule B-II continued

NOTE: Junior & subordinate matters, if any, are not reflected in this commitment.

# Stewart Title Guaranty Company

## ALTA COMMITMENT

Agent's File Number: BELLASOL DOCK

Commitment Number: BELLASOL DOCK

### Schedule B-II continued

13. Terms, conditions, declarations, uses, options, leases, agreements, easements, covenants, restrictions, and assessments, as shown in Declaration of Condominium for Bellasol Dock Condominium, recorded in Official Records Book 18778, Page 1973, and the plat thereof recorded in Condominium Book 25, Page 277, together with all amendments thereto of the Public Records of Hillsborough County, Florida.
14. Any loss or damage arising from assessments occurring after date of policy resulting from the provisions contained in Florida Statute 718.116(1)(a), notwithstanding assurance to the contrary in any ALTA Endorsement Form 4, ALTA Endorsement Form 5, or Florida Endorsement Form 9 which may be attached to this policy, (Lender's Policy Only)
15. Any claim by the condominium association for assessments recorded after date of policy, resulting from the effect of Florida Statute 718.116(5)(a), notwithstanding any assurances to the contrary in any ALTA Endorsement Form 4 or ALTA Endorsement Form 5, which may be attached to this policy, (Owner's Policy Only)
16. Declaration and Grant of Easements by and between Bellasol Condos, LLC and Bellasol Waterfront Villas Condominium Association, Inc., recorded in Official Records Book 18778, Page 1807, of the public records of Hillsborough County, Florida.
17. Easement granted to Tampa Electric Company recorded on February 5, 2007 in Official Records Book 17432, page 1141, of the public records of Hillsborough County, Florida.
18. Restrictions, covenants, conditions and easements as contained in Deed Book 1999, Page 390, of the Public Records of Hillsborough County, Florida.
19. The policy does not insure the nature or extent of riparian or littoral rights.
20. Those portions of the property herein described comprising artificially filled land in what was formerly navigable waters, are subject to any and all rights of the United States government arising by reason of the United States government's control over navigable waters in the interest of navigation and commerce.
21. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
22. Bulkhead lines as established in the Public Records of Hillsborough County, Florida, and as amended by F.S. 253.1221