



**AMERICAN LAND TITLE ASSOCIATION Commitment For Title Insurance
(With Florida Modifications)**

**ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

**WESTCOR LAND TITLE INSURANCE
COMPANY**

PH21-0729
Star Title Partners of Palm Harbor, LLC
30522 US Highway 19 N, Suite 101
Palm Harbor, FL 34684



By: Mary O'Donnell
President
Attest: Patricia W. Power
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications 8-1-16)**

Transaction Identification Data for reference only:

State: Florida County: PINELLAS

Property Address: 1900 59th Ave N, Unit 216, Unit 216, Saint Petersburg, FL 33714

ALTA® Universal ID:

Loan ID No.:

Plant File No.:	Reinsurance No.:	Agent File No.: PH21-0729
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SCHEDULE A

1. Effective Date: June 15, 2021 at 12:00 AM

2. Policy or Policies to be issued:

a. Owner's Policy: ALTA Owners Policy (06/17/06) Amount:
Proposed Insured: TBD \$0.00

b. Loan Policy: ALTA Loan Policy (06/17/06) Amount:
Proposed Insured: , its successors and/or assigns as their respective \$0.00
interests may appear.

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Jeffrey Fiske

5. The Land is described as follows:

Oasis Unit 216, of Town Apartments, Inc., No. 17, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 2888, Page(s) 573, as Clerk's Instrument Number 68-068498, and all subsequent amendments thereto, together with its undivided share in the common elements, in the Public Records of Pinellas County, Florida.



Shera Hunter
General Manager
Star Title Partners

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**WESTCOR LAND TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
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SCHEDULE B - SECTION 1**

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.
5. Warranty Deed from Jeffrey Fiske to TBD conveying the land described under Schedule "A".
6. 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.
7. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured and/or the Amount of Coverage to be afforded and has revised this commitment to reflect same. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured or inclusion of the Amount of Coverage.
8. Approval by the Property Owners Association, in recordable form approving the conveyance or financing contemplated hereby, must be obtained and furnished prior to issuance of the final policy together with evidence in satisfactory form indicating payment to a current date of all maintenance charges, recreational fees or other Association assessments applicable to the land.
9. NOTE: Real Estate Taxes for the year 2020 were paid in the amount of \$756.04; Assessed Value \$65,383.00; Gross Amount \$707.81; Exemptions: YES; Folio No.: 36-30-16-91514-015-2160.
10. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:
 1. Warranty Deed recorded November 16, 2018 in Official Records Book 20339, Page 1044, of the Public Records of Pinellas County, Florida
11. A search of the public records of Pinellas County, Florida did not disclose a recorded mortgage encumbering the subject property. The Agent must confirm with the owner(s) that the property is free and clear and no unrecorded mortgages exist.

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**WESTCOR LAND TITLE INSURANCE COMPANY
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SCHEDULE B - SECTION 2**

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. 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.
2. Terms, conditions, covenants, restrictions, easements, assessments, if any, and other matters contained in the Declaration of Condominium recorded in Official Records Book 2888, Page 573, Amended in Official Records Book 16165, Page 1799, of the Public Records of Pinellas County, Florida, as may be further amended, 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.
3. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Condominium Plat Book 3, at Page(s) 10, of the Public Records of Pinellas County, Florida.
4. Easement recorded in Official Records Book 3939, Page 635, of the Public Records of Pinellas County, Florida.
5. Easement recorded in Official Records Book 3783, Page 634, of the Public Records of Pinellas County, Florida.
6. Easement recorded in Official Records Book 2888, Page 569, of the Public Records of Pinellas County, Florida.
7. Easement recorded in Official Records Book 3022, Page 414, of the Public Records of Pinellas County, Florida.
8. Easement recorded in Official Records Book 2993, Page 183, of the Public Records of Pinellas County, Florida.
9. That certain Memorandum of Agreement and Easement as recorded in Official Records Book 16181, Page 1174, of the Public Records of Pinellas County, Florida.
10. Any loss or damage for unpaid assessments pursuant to Subsection 718.116 (1) (a), F.S.

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