



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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 EXTRACONTRACTUAL 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](#), STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### Countersigned by:

##### Authorized Countersignature

BCHH, Inc.

Company


100731

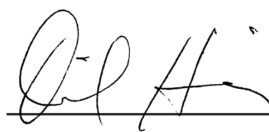
STG Agent ID#

Coraopolis, PA

City, State



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

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File No.: **22160066-ROOF**

## 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 countersignature 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.
- (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.

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**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.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No.: **22160066-ROOF**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment****Condition 5.e.:**

Issuing Agent: BCHH, Inc.

Issuing Office: BCHH, Inc.

Issuing Office's ALTA Registry ID:

Loan ID Number:

Issuing Office File Number: 22160066-ROOF

Property Address: 80 COLSER DR COVINGTON, GA 30016

Revision Number: \_\_\_\_\_

**SCHEDULE A**

1. Commitment Date: **November 21, 2022, at 8:00 am**  
Commitment Effective Date: **October 23, 2022, at 8:00 am**
2. Policy to be Issued:  
(a) ☐ ALTA® Owner's Policy  
Proposed Insured: **SFRES HOMES, INC**  
Proposed Policy Amount: **\$220,000.00**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Margaret Reese**  
and, as disclosed in the Public Records, has been since
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**Stewart Title Guaranty Company**

By:

\_\_\_\_\_  
Authorized Signatory

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**EXHIBIT A**

The Land is described as follows:

**All that tract or parcel of land lying and being in Land Lot 169 of the 10th District, of Newton County, Georgia, and being Lot 163, of Lakewood Estates Subdivision as per plat recorded at Plat Book 45, Page 196, Newton County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.**

**Parcel ID: 0012E00000163000**

**Property Address: 80 Colser Drive, Covington, GA 30016**



**SCHEDULE B, PART I - Requirements****File No.: 22160066-ROOF**

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. THE FOLLOWING INSTRUMENTS IN INSURABLE FORM AND SATISFACTORY TO THE COMPANY AND ITS UNDERWRITER(S) WHICH CONVEY THE TITLE OR CREATE THE SECURITY INSTRUMENT TO BE INSURED, OR BOTH, MUST BE PROPERLY AUTHORIZED, EXECUTED, DELIVERED, AND RECORDED IN THE PUBLIC RECORDS:
  - (a) **WARRANTY DEED FOR THE CONSIDERATION OF \$220,000.00**  
 FROM: **Lekisha Denise Adams, administrator of Estate of Margaret Reese**  
 TO: **SFRES HOMES, INC**
- NOTE: CORPORATE DEEDS AND SECURITY INSTRUMENTS MUST BE EXECUTED PURSUANT TO PROPER CORPORATE AUTHORITY, AND THE COMPANY MUST BE FURNISHED WITH COPIES OF BOARD RESOLUTIONS AUTHORIZING THE EXECUTION OF SUCH DOCUMENTS.
2. PAYMENT TO OR FOR THE ACCOUNT OF THE GRANTORS OR MORTGAGORS OF THE FULL CONSIDERATION FOR THE ESTATE OR INTEREST TO BE INSURED.
3. PAY US THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
4. AN OWNER/SELLER AFFIDAVIT EXECUTED BY ALL SELLERS/CURRENT TITLE HOLDERS MUST BE SUBMITTED TO BCHH, INC. AT OR PRIOR TO CLOSING.
5. SATISFACTORY EVIDENCE OF THE FOLLOWING MUST BE SUBMITTED TO THE COMPANY:
  - THAT IMPROVEMENTS AND/OR REPAIRS OR ALTERATIONS TO THE SUBJECT PROPERTY ARE
  - (a) COMPLETED
  - (b) THAT THE CONTRACTOR, SUB-CONTRACTOR, LABOR AND MATERIALMEN ARE ALL PAID; AND
  - (c) THAT ALL LIENS OR NOTICES OF INTENT TO PERFECT A LIEN FOR LABOR OR MATERIAL ARE RELEASED OF RECORD.
6. EVIDENCE SATISFACTORY TO THE COMPANY THAT THERE ARE NO EXISTING CODE VIOLATIONS, OPEN OR EXPIRED PERMITS, UNPAID SERVICE CHARGES IN FAVOR OF ANY MUNICIPAL AUTHORITY FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS, OR UNPAID SERVICE CHARGES IN FAVOR OF ANY COUNTY OR MUNICIPAL AUTHORITY FOR DISPOSAL OR REMOVAL OF WASTE, AS OF THE DATE OF POLICY.
7. IF A POWER OF ATTORNEY IS TO BE USED IN THIS TRANSACTION, THE POWER OF ATTORNEY MUST BE SUBMITTED TO AND APPROVED BY THE COMPANY AT LEAST THREE DAYS PRIOR TO THE CONSUMMATION OF THIS TRANSACTION. AN AFFIDAVIT OF FULL FORCE AND EFFECT MUST BE SIGNED BY THE ATTORNEY-IN-FACT AT CLOSING.
8. THE COMPANY MUST BE INFORMED IN WRITING OF THE NAMES OF ANY PARTIES NOT REFERRED TO IN THIS COMMITMENT WHO WILL OBTAIN AN INTEREST IN THE SUBJECT PROPERTY OR WHO WILL MAKE A LOAN TO BE SECURED BY THE LAND.
9. IF ANY PARTY WILL BE ACQUIRING TITLE TO THE SUBJECT PROPERTY IN THIS TRANSACTION AND DOES NOT WISH TO PURCHASE AN OWNER'S POLICY OF TITLE INSURANCE, AN OWNER'S POLICY WAIVER INDICATION MUST BE SUBMITTED TO THE COMPANY AT LEAST SEVEN (7) DAYS PRIOR TO CLOSING.

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10. THE COMPANY WILL CONDUCT A TITLE UPDATE/BRINGDOWN SEARCH OF THE SUBJECT PROPERTY NO LESS THAN TEN (10) BUT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING AND RESERVES THE RIGHT TO ADD SUCH ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE DEEMED NECESSARY UPON ITS REVIEW OF THE UPDATED SEARCH.
11. NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, BCHH, INC. AND ITS UNDERWRITER ARE NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES. PLEASE ALERT THE COMPANY IMMEDIATELY IF THE SUBJECT PREMISES IS ASSOCIATED WITH THESE ACTIVITIES.
12. **PRIOR TO CLOSING, THE COMPANY MUST OBTAIN AN ATTORNEY'S CERTIFICATE/OPINION LETTER IF ONE WAS NOT INCLUDED WITH THE TITLE SEARCH.**

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**PARCEL NUMBER: 0012E0000163000****TAX TYPE: Real Estate****CHECKS PAYABLE TO: Newton County Tax Collector****MAILING ADDRESS: 1113 Usher St NW # 101, Covington, GA 30014****PHONE NUMBER: (770) 784-2020****TAX YEAR: 2022****INSTALLMENT TYPE: Annual****ESTIMATED ANNUAL AMT: \$528.68****1st INST. AMT: \$528.68****DUE DATE: 01/05/2021****STATUS: DUE****DELINQUENT AMT: \$0.00****PAYOFF GOOD THROUGH: N/A****COMMENTS:****Assessment Information:****Total: \$146,300.00**

14. PAYOFF AND RELEASE/SATISFACTION OF THE FOLLOWING MORTGAGES/DEEDS OF TRUST, UCC FINANCING STATEMENTS, JUDGMENTS, AND OTHER LIENS:

**That certain Security Deed from Margaret Reese to Americahomekey, Inc. dated 06/03/2011, in the original principal amount of \$64,751.00, recorded in Deed Book 2914, Page 450, on 06/13/2011 aforesaid Clerk's Office. Security Deed is being re-recorded at Deed Book 3018, Page 233, filed 06/27/2012.**

**That certain Security Deed from Margaret E. Reese to Georgia Housing and Financing Authority dated 06/03/2011, in the original principal amount of \$7,500.00, recorded in Deed Book 2914, Page 465, on 06/13/2011 aforesaid Clerk's Office**

**NOTES:**

- i. ALL OF THE FOREGOING MUST BE PAID OFF AND RELEASED OR THEY WILL APPEAR AS AN EXCEPTION TO COVERAGE ON THE FINAL TITLE POLICY.
- ii. IF ANY OF THE FOREGOING ARE IN FAVOR OF A PRIVATE/NON-TRADITIONAL LENDER, THE COMPANY REQUIRES THE PAYOFF STATEMENT TO BE PROPERLY EXECUTED BY THE LDNER

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AND NOTARIZED PRIOR TO CLOSING. ADDITIONALLY, THE COMPANY MUST BE FURNISHED WITH A PROPERLY EXECUTED AND NOTARIZED RELEASE/SATISFACTION FROM SAID LENDER PRIOR TO CLOSING.

- iii. IF ANY OF THE FOREGOING ARE PRESENTLY THE SUBJECT OF A FORECLOSURE ACTION, THE COMPANY REQUIRES THE PAYOFF STATEMENT TO BE OBTAINED DIRECTLY FROM THE FORECLOSURE ATTORNEY, OR IF OBTAINED DIRECTLY FROM THE LENDER, IT MUST BE VERIFIED WITH SAID FORECLOSURE ATTORNEY.
  - iv. IF PROCEEDS ARE BEING USED TO PAY OFF A SECURED REVOLVING OR CREDIT LINE ACCOUNT, ONE OF THE FOLLOWING REQUIREMENTS MUST BE MET:
    - (a) RELEASE OR SATISFACTION (COPY TO THE COMPANY), OR
    - (b) PAYOFF FUNDS BEING SUBMITTED TO LENDER MUST BE ACCOMPANIED BY A COPY OF THE PAYOFF STATEMENT (WHICH MAY OR MAY NOT CONTAIN A SECTION FOR THE BORROWERS TO EXECUTE IN ORDER TO DIRECT SAID LENDER TO CLOSE THE ACCOUNT TO FUTURE ADVANCES) AND AN EXECUTED NOTICE FROM THE BORROWER(S) INDICATING THAT THEY ARE TERMINATING THEIR RIGHTS TO TAKE OUT ANY FUTURE ADVANCES AND DIRECTING SAID LENDER TO APPLY SAID PAYOFF FUNDS AND CLOSE THE ACCOUNT.
15. THE FOLLOWING ADDITIONAL AND/OR TRANSACTION-SPECIFIC REQUIREMENTS BE MET AT OR PRIOR TO CLOSING:  
**The Company must be furnished with satisfactory proof that proper probate has been completed on the Estate of Margaret Reese Woodson, deceased, prior to closing. Additionally, The Company must be furnished with satisfactory evidence prior to closing that any federal, state, estate or inheritance taxes which may be owing against the same have been paid, along with positive proof of payment of all creditor's claims arising against said Estate.**

**The Company will need to be furnished with the Articles of Organization, Operating Agreement and a current Certificate of Good Standing for SFRES HOMES, INC.. Additional Requirements/Exceptions may be added upon receipt and review of the same.**

**The Company must be furnished with proof of payment of all currently due and payable homeowner's association and/or maintenance and/or common element fees and dues prior to closing.**

**The Company must be furnished with fully executed Seller Information Forms in order to verify Open Mortgages, No HOA, Citizenship and Marital Status/History, among other things. Additional Requirements may be added upon receipt and review of the same.**

**The Company requires proof that any and all taxes and assessments against the land described in Schedule A are paid current prior to issuance of final policy (including, but not limited to, any special assessments or payments due to others such as master associations).**

THE COMPANY MAY MAKE OTHER REQUIREMENTS OR EXCEPTIONS UPON ITS REVIEW OF THE DOCUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED AND ALL AFFIDAVITS HEREIN REQUIRED, OR OTHERWISE ASCERTAINING DETAILS OF THE TRANSACTION.

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## SCHEDULE B, PART II - Exceptions

File No.: 22160066-ROOF

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

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 DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET.
2. ANY DEFECT IN OR ENCUMBRANCE ON THE TITLE THAT HAS BEEN CREATED OR ATTACHED OR HAS BEEN FILED OR RECORDED IN THE PUBLIC RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF AND PRIOR TO THE RECORDING OF THE DEED OR SECURITY INSTRUMENT IN THE PUBLIC RECORDS THAT VESTS TITLE AS SHOWN IN SCHEDULE A IN THE PROPOSED INSURED OR SECURES THE INTEREST AS SHOWN IN SCHEDULE A IN THE PROPOSED INSURED.
3. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY ENCROACHMENT, CONFLICTS IN BOUNDARY LINES, DISCREPANCIES, EASEMENTS, MEASUREMENT, ENCUMBRANCE, VIOLATION, VARIATION, ADVERSE CIRCUMSTANCE OR OTHER STATE OF FACTS 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 ONTO THE LAND OF EXISTING IMPROVEMENTS LOCATED ON THE ADJOINING LAND
5. THE EXACT QUANTITY OF LAND OR NUMBER OF ACRES AND/OR SQUARE FEET CONTAINED WITHIN THE PROPERTY DESCRIBED HEREIN IS NOT INSURED BY THE COMPANY
6. RIGHTS, FACTS, INTERESTS OR CLAIMS OF PRESENT TENANTS, LESSEES OR PARTIES IN POSSESSION WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
7. STREAMS, RIPARIAN RIGHTS, LITTORAL RIGHTS AND THE TITLE TO ANY FILLED-IN-LANDS.
8. TAXES, SPECIAL ASSESSMENTS OR IMPACT FEES WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS AND/OR WHICH ARE NOT YET DUE OR PAYABLE.
9. ANY SUBSEQUENT, SUPPLEMENTAL AND/OR RETROACTIVE TAXES, ASSESSMENTS OR IMPACT FEES, INCLUDING PENALTIES AND INTEREST, WHICH MAY OCCUR AS A RESULT OF:
  - (a) RECENT CONSTRUCTION AND/OR IMPROVEMENTS;
  - (b) ANY CHANGE IN THE LAND USAGE;
  - (c) LOSS OR DISQUALIFICATION OF EXEMPTIONS; OR
  - (d) ANY ACTION TAKEN BY ANY TAXING AUTHORITY ALTERING CURRENT OR PRIOR YEARS' TAX ASSESSMENTS SUBSEQUENT TO THE DATE OF THE POLICY.
10. COVENANTS, CONDITIONS AND RESTRICTIONS AND OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS AND PURPORTING TO IMPOSE A TRANSFER FEE OR CONVEYANCE FEE PAYABLE UPON THE CONVEYANCE OF AN INTEREST IN REAL PROPERTY OR PAYABLE FOR THE RIGHT TO MAKE OR ACCEPT SUCH A TRANSFER, AND ANY AND ALL FEES, LIENS OR CHARGES, WHETHER RECORDED OR UNRECORDED, IF ANY, CURRENTLY DUE PAYABLE OR THAT WILL BECOME DUE OR PAYABLE, AND ANY OTHER RIGHTS DERIVING THEREFROM, THAT ARE ASSESSED PURSUANT THERETO.
11. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS APPEARING IN THE PUBLIC RECORDS
12. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
13. EASEMENTS, CLAIMS OF INTEREST OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
14. THIS COMMITMENT AND THE POLICY/POLICIES TO BE ISSUED IN CONJUNCTION HERewith SPECIFICALLY EXCEPT COVERAGE TO ANY LOSS OR DAMAGE THE INSURED MAY SUSTAIN ARISING FROM THE TYPE OF TENANCY OR MARITAL STATUS AS STATED HEREIN OR AS SAID TENANCY OR MARITAL STATUS MAY ACTUALLY BE STATED IN THE PUBLIC RECORDS.
15. HOMEOWNER'S OR OTHER ASSOCIATION DUES, ASSESSMENTS OR FEES FOR WHICH NO NOTICE OF

DELINQUENCY, LIEN, CLAIM OF LIEN OR ASSESSMENT HAS BEEN FILED OF RECORD IN THE PUBLIC RECORDS.

16. SUBSURFACE CONDITIONS AND/OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED TO SINKHOLE ACTIVITY, NOT DISCLOSED BY THE PUBLIC RECORDS.
17. ADDITIONAL, PROPERTY-SPECIFIC AND/OR TRANSACTION-SPECIFIC EXCEPTIONS TO COVERAGE:  
**All matters as referenced on the map/plat recorded in Plat Book: 45 Page: 196.**

**Homeowner's association and/or maintenance and/or common element fees and dues which may be delinquent or presently due and payable.**

**Declarations of Covenants and Restrictions for The Enclave at Gross Lake recorded in Book 836 Page 454**

**Declarations of Covenants and Restrictions for The Enclave at Gross Lake recorded in Book 2086 Page 535 and re-recorded in Book 2126 Page 544.**

THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

THIS COMMITMENT VOIDS AND REPLACES ANY PREVIOUS COMMITMENT TRANSMITTED BY BCHH, INC. THIS COMMITMENT VOIDS AND REPLACES ANY PREVIOUS COMMITMENT TRANSMITTED BY BCHH TITLE COMPANY OF ALABAMA, LLC.