

Transaction Identification Data for reference only:Issuing Agent: **Best Homes Title Agency, LLC**Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, MI 49525****Telephone (616) 885-9027 Facsimile: (616) 885-9033**Commitment Number: **BH-236936-15****Property Address: V/L Red Tail Trail, Unit 323, Bellaire, MI 49615****SCHEDULE A**1. Commitment Date: **June 8, 2023** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. ALTA® Owner's Policy (6-17-06)

Proposed Insured: TBD PRELIM

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

FEE SIMPLE.

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

MZAR, LLC, a limited liability company

5. The Land is described as follows:

[SEE ATTACHED LEGAL DESCRIPTION RIDER]

By: _____

Authorized Countersignature

AGENT FOR: **First American Title Insurance Company**

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LEGAL DESCRIPTION RIDER

Situated in the Township of Kearney, County of Antrim, State of Michigan:

Unit 323, Hawk's Eye Golf Club Condominium, according to the Master Deed recorded in Liber 558, Page 209 through 254, inclusive, and amendments thereto, if any, and designated as Antrim County Condominium Subdivision Plan No. 86 together with rights in general common elements and limited common elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

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SCHEDULE B, PART I**Requirements**

All of the following Requirements must be met:

1. **NOTICE/REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS:** All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
2. 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.
3. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
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. For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed "Affidavit by Owner" and/or acceptable Survey or Survey Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein. In the event subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated.
7. Submit to the Company the Operating Agreement, including any amendments thereto, of MZAR, LLC, a limited liability company, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. ****NOTE:** The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
8. Submit to the Company a current statement from the Treasurer of the Condominium Association that all assessments are paid in full.

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9. Release of the Condominium Association Lien(s) excepted on Schedule B - Section II.
10. NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.

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SCHEDULE B, PART II
Exceptions

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 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
7. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

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9. Terms, provisions, agreements, obligations, easements, restrictions, rights of co-owners and the Condominium Association as disclosed in the Master Deed, as amended, and contained in or created under Act 59 of the Public Acts of 1978, as amended. The general common elements may be subject to easements of record not disclosed in the Master Deed.
10. Access to subject property is by means of a private road and may be subject to various maintenance agreements.
11. Terms, covenants and conditions as set forth in Release of Right of Way recorded in Liber 629 Page 1281.
12. Utility Easement granted to Mancelona Area Water/Sewer Authority, disclosed by instrument recorded in Liber 761 Page 1955.
13. Condominium Association lien, in the stated amount of \$29,226.51, recorded June 30, 2020 in Instrument 202000004788.
14. 2022 Summer and Winter Taxes Combined are DELINQUENT and DUE in the amount of \$64.76 if paid by June 30, 2023
2021 Summer and Winter Taxes Combined in the amount of \$723.07 are FORFEITED and DUE if paid by June 30, 2023
Property Address: V/L
Tax Parcel Number: 05-10-235-323-00
2022 State Equalized Value: \$1,500.00 Taxable Value: \$1,342.00
Principal Residence Exemption: 0% School District: 05040
Special Assessments: Hawk's Eye Spec - Contact the Township Treasurer before closing to obtain payoff and delinquent amounts not yet added to the tax rolls

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PRIVACY INFORMATION

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We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.