



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

*Chicago Title Insurance Company, a corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.*

*This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.*

*This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 6 months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer on the date shown in Schedule A.*

**Beach Title Services, LLC  
4 Laguna Street, Suite 101,  
Ft. Walton Beach, FL 32548**

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Authorized Signatory

## CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Commitment (Conditions & Stipulations)



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Agent Order/File No.: Title No.: 610900569

1. Effective Date: 04/01/2009 at 08:00 AM
2. Policy or Policies to be issued:
  - (a) ALTA Owner Policy (10-17-92) with Florida Modifications  
Policy Amount: \$ TBD  
Proposed Insured: To Be Determined
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 estate or interest in said land is at the effective date hereof vested in:  
Tranquil Harbour Holdings, LLC, a Florida limited liability company
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**

Condominium Units No. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 201, 203, 205, 206, 207, 208, 209, 210, 211, 212, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312 Tranquil Harbour, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2910, Page 688 and amended in Official Records Book 3022, Page 1151, of the Public Records of Bay County, Florida (the "Declaration"). Together with: (i) limited common element Parking Space Numbers 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; (ii) limited common element Storage Space Numbers S-1, S-2, S-3, S-6, S-7, S-8, S-9, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18, S-19, S-20, S-21, S-22, S-23, S-24, S-25, S-26, S-27, S-28, S-29, S-30, S-31, S-32, S-33, S-34, S-35, and S-36; and (iii) limited common Boat Slip Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36.

**SCHEDULE B -PART I**

The following are requirements to be complied with:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
  - A. Warranty Deed from Tranquil Harbour Holdings, LLC, a Florida limited liability company to the Proposed Insured Owner, conveying the land described in Schedule A.
  - B. Mortgage from To Be Determined to the Proposed Insured Lender, encumbering the land described in Schedule A.

NOTE: If the party(ies) are individuals and the property is homestead property, the Mortgage must be joined in by the spouse(s) of the Mortgagor(s). If not homestead, then a statement to that effect must be reflected on the Mortgage.
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. Estoppel letter from the Condominium Association, Inc. must be furnished showing that the maintenance assessments are current and that there are no unpaid special assessments.

**END OF SCHEDULE B -PART I**

**SCHEDULE B -PART II**

Schedule B of the policy or policies to be issued will contain exceptions 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. Standard Exceptions
  - A. Rights or claims of parties in possession not shown by the Public Records.
  - B. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
  - C. Easements or claims of easements not shown by the Public Records.
  - D. Any lien or right to a lien for services, labor or materials now or hereafter furnished, imposed by law and not shown by the Public Records.
  - E. Taxes or special assessments which are not shown as existing liens by the Public Records.
  - F. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such lands.
  - G. Taxes and assessments for the year 2009 and subsequent years. Parcel ID # 40001-080-\*\*\*
3. Standard exceptions (B) and (C) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
4. Standard exceptions (A) and (D) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
5. Terms, provisions, covenants, liens, conditions, and easements established by the Declaration of Condominium of Tranquil Harbour Condominium, and all exhibits attached thereto and recorded in Official Records Book 2910, Page 688, with Amendment in Official Records Book 3022, Page 1151, of the public records of Bay County, Florida.
6. Distribution Easement recorded in Official Records Book 2773, Page 267, with Corrective Distribution Easement recorded in Official Records Book 2967, Page 92, Public Records of Bay County, Florida.
7. Distribution Easement to Florida Power Corporation recorded in Official Records Book 2967, Page 97, Public Records of Bay County, Florida.
8. Conveyance of Canals and Boat Basin recorded in Official Records Book 909, Page 600 and Official Records Book 1226, Page 837, of the public records of Bay County, Florida.
9. Franchise Agreement for Utilities recorded in Deed Book 182, Page 138, Deed Book 182, Page 141 and Official Records Book 734, Page 15, of the public records of Bay County, Florida.
10. Utility Easement recorded in Deed Book 71, Page 230, of the public records of Bay County, Florida.
11. Easement to Florida Power Corporation Easement recorded in Official Records Book 284, Page 294, of the public records of Bay County, Florida.

12. Restrictions, conditions, reservations, easements and other matters set forth on recorded plat of Mexico Beach as recorded in Plat Book 7, Page 75, of the public records of Bay County, Florida.
13. Oil, gas and mineral reservations set forth in Deed Book 173, Page 448, of the public records of Bay County, Florida. No determination has been made as to the current record owner of said mineral interest.
14. Riparian and littoral rights are not insured.
15. Any claim to any portion of the land described in Schedule A which lies below the mean high water line of the canal and other adjacent waters, if any.

**END OF SCHEDULE B -PART II**

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or

former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

### **Access to Personal Information/**

#### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.