

ALTA OWNER'S POLICY OF TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature. Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - (a) a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance,

boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of an improvement on the Land;
 - (c) the subdivision of the Land; or
 - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - (a) of the exercise described in an Enforcement Notice; or
 - (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform



SCHEDULE A

Name and Address of Title Insurance Company: **Surfside Title Services, Inc. 302 Dunlawton Avenue, Port Orange, Florida 32127**

File No.:17306

Policy No.:8151209-230413999

Address Reference:701 South Atlantic Ave #318, Daytona Beach, Florida 32118
(For information only)

Amount of Insurance: \$74,000.00
Premium: \$425.50

Date of Policy: July 7, 2023 at 11:15 AM.

1. Name of Insured: Lawrence Kaiser
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in:
Lawrence Kaiser
4. The Land referred to in this policy is described as follows:

Unit 318 of Harbour Beach Resort, Inc., a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 3984, Page(s) 2153, of the Public Records of Volusia County, Florida, and any amendments thereto, together with its undivided share in the common elements.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE
AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED



File #: 17306

Policy #: 8151209-230413999

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year 2023 and taxes or assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty and riparian rights, if any.
7. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, including provisions which provide for a private charge or assessment, and also provide for an option to purchase, or the prior approval of a future purchaser or occupant, according to that certain Declaration of Condominium, and the exhibits and attachments thereto recorded in Official Records Book 3984, Page 2153, as amended in Official Records Book 4044, Page 1042, Official Records Book 4072, Page 3779, Official Records Book 4396, Page 4399, Official Records Book 4428, Page 1148, Official Records Book 4556, Page 4196, Official Records Book 5054, Page 4838, Official Records Book 5054, Page 4842, Official Records Book 5276, Page 1823, Official Records Book 5795, Page 4710, Official Records Book 6295, Page 424, Official Records Book 6318, Page 104 and Official Records Book 6507, Page 1071, Official Records Book 6833, Page 289, Official Records Book 6911, page 2984 and Re-recorded in Official Records Book 6917, Page 3540, Official Records Book 7425, Page 2951 and Official Records Book 7448, Page 3151, Public Records of Volusia County, Florida, as may be further amended.
8. Unity of Title Agreement recorded in Official Records Book 3252, Page 158, Public Records of Volusia County, Florida.
9. Acknowledgement of Compliance filed in Official Records Book 3955, Page 1777 of the Public Records of Volusia County, Florida.



10. The Coastal Construction Control Line established pursuant to Section 161.052 and Section 161.053, Florida Statutes, recorded in (1973 Plat) Map Book 30, Pages 19, 19A through 19L, inclusive and (1988 Plat) Map Book 30, Pages 50, 50A through 50O formerly known as Map Book 30, Pages 20, 20A through 20O, inclusive and established in that certain instrument recorded January 24, 1991 in Official Records Book 3579, Page 1550, Public Records of Volusia County, Florida, together with the statutory restrictions and requirements imposed in connection therewith, including the Disclosure and Survey requirements pursuant to Section 161.57, Florida Statutes.
11. Title to any submerged land included within the land described in this Policy is not insured.
12. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
13. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.
14. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.
15. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
16. The nature, extent or existence of riparian rights or littoral rights is not insured.
17. Any loss or damage resulting from a lien for assessments occurring after date of policy pursuant to Section 718.116(5)(a), Florida Statutes, or for unpaid assessments pursuant to Section 718.116(1)(a), Florida Statutes
18. Items 2 and 5 are hereby deleted in their entirety

