

# Kalkaska-Antrim Title Company, Agent

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*Agent for: First American Title Insurance Company*

## ALTA COMMITMENT

## SCHEDULE A

**Commitment No: FA-15110**

1. **Commitment Date:** February 25, 2008 at 8:00 AM

2. **Policy (or policies) to be issued:**

(a) **ALTA Owner's Policy**  
**Proposed Insured:**

**Policy Amount:** 1.00

Preliminary - to be provided

(b) **ALTA Loan Policy**  
**Proposed Insured:**

**Policy Amount:**  
Mortgage Without Exceptions

3. **Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:**

Blue Heron Resort, L.L.C., a Michigan Limited Liability Company

4. **The land referred to in this Commitment is described as follows:**

UNIT 1, BLUE HERON RESORT, a condominium development according to the master deed thereof as recorded at Register of Deeds #3023440, and amendments thereof as recorded at Register of Deeds #3033343 and #3040137, and #3065477, Kalkaska County Records. Orange Township, Kalkaska County, Michigan.

The following requirements must be met:

1. **a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**  
**b. Pay us the premiums, fees and charges for the policy.**  
**c. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:**

2. **PRIVACY POLICY:**

We collect nonpublic personal information, such as names, addresses, phone numbers and social security numbers. We receive this information from owners, interested parties, lenders, attorneys, real estate brokers, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic information to those employees who need to know said information to provide the products or services requested. We maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations.

DESCRIPTION NOTE: If a full description was not provided when this order was placed. Please verify the description, if incorrect, please contact our office prior to closing and provide a description for parcel to be insured.

TAX NOTE:

PROPERTY CAN HAVE AS MANY AS THREE TAX COLLECTIONS PER YEAR. A SUMMER TAX AND VILLAGE TAX COLLECTION (DELINQUENT BY MID SEPTEMBER) AND A WINTER TAX COLLECTION (DELINQUENT BY MID FEBRUARY.) THE PAYMENT STATUS MAY NOT BE AVAILABLE IN THE COUNTY TREASURERS OFFICE. Taxes and assessments, if any, not shown in the COUNTY TREASURERS OFFICE and/or which become due and payable or changed after the date of this commitment and closing, including taxes or assessments which may be added to the tax rolls as a result of the taxing authority disallowing or revising an allowance of the tax exempt status, retroactive revaluation, land usage change, have not been examined and the company assumes no liability. Tax records pertaining to the subject property, as evidenced in the COUNTY TREASURERS OFFICE, have been examined and the status is listed below. FOR ANY ADDITIONAL INFORMATION, please contact our office or the COUNTY TREASURER (Kalkaska = (231)258-3310, Antrim = (231)533-6720 and Traverse = (231)922-4735).

TAX NUMBER:	4010-012-119-01
YEAR:	2007
STATE EQ:	34,500.00
TAXABLE:	34,500.00
SUMMER:	394.23
WINTER:	947.14
VILLAGE:	none

HOMESTEAD STATUS: 0%

STATUS: paid through 2006, Summer taxes for 2007 have been paid.

3. Provide proof from the homeowners association that, with respect to the subject land and/or selling member, all dues, assessments, liens, fines and other charges have been paid in full.
4. **FOR LLC's:**  
 Provide this office with a copy of the Blue Heron Resort, L.L.C., a Michigan Limited Liability Company, a Michigan LLC's Articles of Organization and/or a Certificate of Good Standing.  
 PLEASE NOTE: if a LLC is selling and has only one member, a 1099-S will be completed (IRS Regulation 301.7701.3) and submitted by the title company.
5. Record partial or full discharge of any outstanding Mortgages.
6. Record a satisfactory Warranty Deed from Blue Heron Resort, L.L.C., a Michigan Limited Liability Company, by Martin Stroiman, sole member to party to be insured as per application.

Form No: 44-107 (3/92) (facsimile)

This commitment is invalid unless the Insuring Provisions and Schedules A and B-II are attached.



Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. **Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.**
2. **Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.**
3. **Easements, liens or encumbrances or claims thereof, which are not shown by the public record.**
4. **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.**
5. **Taxes and assessments not due and payable at Commitment Date.**
6. Rights of co-owners of BLUE HERON RESORT CONDOMINIUM in general common elements and limited common elements as set forth in the MASTER DEED, recorded at Registers #3023440, 1st Amendment thereof as Registers #3033343, 2nd Amendment thereof as recorded at Registers #3040137, 3rd amendment recorded at Registers #3065477, Kalkaska County Records, as described in the applicable Michigan Statutes and all of the terms, conditions, regulations, restrictions, easements and other matters set forth in the above described Deeds and Statutes. Restrictions, developer's extensions rights, covenants, conditions, easements, by-laws and other provisions set forth in the described Deeds and exhibits attached thereto, as amended. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitation of title, created by the State of Michigan Condominium Act (being Section 559.101 of the compiled laws of 1948, and Act 59 of the Public Acts of 1978), or set forth in the aforesaid Deeds and Amendments thereto, in the related by-laws, in any instrument creating the estate or interest insured by this policy and in any other allied instrument referred to in any of the instruments aforesaid.
7. Easement to Consumers Power Company as recorded at Liber 178 page 621.
8. Easement to Top O' Michigan Rural Electric as recorded at Liber 71 page 382. Kalkaska County Records.
9. Easement Agreements recorded at Liber 325 page 277 and Liber 325 page 289 and Register of Deeds #3039000. Kalkaska County Records.
10. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the waters and the bed of the ponds. The rights of the United States, the State of Michigan and the public for commerce, navigation, recreation and fisheries in any portion of the land comprising the bed of the ponds, or land created by fill or artificial accretion.
11. Any surface or subsurface rights, title, interests or claim thereof to that portion of the land taken, used or granted for streets, roads, highway, easement or railroads.

All oil, gas, and mineral interests and all interests therein, including/but not limited to, subsurface and surface rights, grant, reservation, aboriginal antiquities, water access, ingress and egress, storage rights and leaseholds. Said interests have not been examined.

Taxes and assessments, if any, not shown in the County Treasurers Office, and/or which may be collected, and/or which become due and payable after the Commitment/Closing/Policy date, including taxes or assessments which may be added to the tax rolls or tax bill after said date as a result of the taxing authority disallowing or revising an allowance of tax exempt status, retroactive revaluation and changes in land usage.

Any provisions contained in any instrument of record which pertain to the transfer of divisions under Section 109(3) of Subdivision Control Act of 1967, as amended.

12. Terms, covenants and conditions of a MORTGAGE, executed by Martin Stroiman, a single man, to Randall W. Mann, a single man, dated 3/24/04, recorded on 6/9/04, at Registers #3057567, County Records.

NOTE:

Randall Mann has been contacted and he will sign a full release.

13. Terms, covenants, and conditions of a FUTURE ADVANCE MORTGAGE , executed by Martin Stroiman, a single man, to Republic Bank, dated 3/24/04, recorded on 3/30/04, at Register of Deeds File #3055486, Amended at Reisters #3076050, Kalkaska County Records.

**This commitment is valid and binding for a period of 90 days from the effective date set forth above.**

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Authorized Signatory

(6/06) (facsimile)

This commitment is invalid unless the Insuring Provisions and Schedules A and B-I are attached.

File No: FA-15110

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