



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE 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 EXTRACTIONAL 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, Chicago Title Insurance Company, a OH 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

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(06/01/2017)

ALTA Commitment for Title Insurance 8-1-16

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# Chicago Title Insurance Company

## 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; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature 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.

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## Chicago Title Insurance Company

### 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.

### 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.

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## Chicago Title Insurance Company

### 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>.

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# Chicago Title Insurance Company

**Transaction Identification Data for reference only:**


Issuing Agent: Title Professionals, Inc.  
 Issuing Office: 295 Harmon Avenue NW, Warren, OH 44483  
 ALTA® Universal ID: 1003766  
 Loan ID Number:  
 Commitment Number: 19-1117ESG  
 Issuing Office File Number: 19-1117ESG  
 Property Address: 673 Rome Rock Creek Rd., Roaming Shores, OH 44084

## SCHEDULE A

1. Commitment Date: February 20, 2019 at 07:59 AM
2. Policy to be issued:
  - (a) Proposed Insured: (BUYER IS TO BE DETERMINED)  
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
 John E. Turkovich, Trustee of The John E. Turkovich Living Trust U/A October 13, 2000, as amended April 7, 2008
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

### CHICAGO TITLE INSURANCE COMPANY

Title Professionals, Inc.

By:   
**Sarah A. Moss**

Signatory License No.: 69393

Title Agency License No.: 4465

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## Chicago Title Insurance Company

### EXHIBIT A PROPERTY DESCRIPTION

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

Situated in the Township of Morgan, Village of Roaming Shores, County of Ashtabula and State of Ohio:

Known and described as being Lot Nos. 673 and 674, Plat III in Roaming Rock Subdivision in Ashtabula County, Ohio, a plat of which is recorded in Volume 11, Page 145 of Ashtabula County Records of Plats.

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## Chicago Title Insurance Company

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
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. You must tell us in writing the name of anyone not referred to in this Commitment who will obtain an interest in the land or who will make a loan on the land. We may then add additional requirements or exceptions.
6. Release of Mortgages and/or Liens in Schedule B, Section II, if any.
7. Recordable Affidavit of Successor Trustee and Memorandum of Trust for The John E. Turkovich Living Trust, U/A October 13, 2000, as amended April 7, 2008.
8. Any buyer who is not a current member in good standing of Rome Rock Association will incur a new member fee of \$1,000.00 at closing. In addition, the buyer will be subject to annual HOA Dues and Assessments as set forth by Rome Rock Association. The HOA Dues and Assessments run from May 1st thru April 30th each year and shall be pro-rated at closing appropriately.

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**SCHEDULE B**  
(Continued)

**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 that would be disclosed by an accurate and complete land 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 adjoining land.
3. Easements or claims of easements not shown by the public records.
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 or special assessments which are not shown as existing liens by public records. Taxes or assessments for street improvements under construction or completed at Date of Policy which are a lien but not yet due and payable.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any CAUV or homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. 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 a 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.
9. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

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**SCHEDULE B**  
(Continued)

10. Any prior reservation, conveyance, assignment, together with release of damages of minerals of every kind and character; including, but not limited to oil, gas, sand, gravel in, on and under subject property.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
13. Title to that portion of the insured premises within the bounds of any legal highways.
14. Any inaccuracy in the specific quantity of acreage or square footage of land contained on any survey, if any, or contained within the legal description of premises insured herein.
15. Items affecting Roaming Rock Subdivision and the insured premises herein:
  - A. Premises in Schedule "A" fronts on Rome Rock Creek Rd., a private drive.
  - B. Declaration of Covenants and Restrictions as filed on July 25, 1966 at 11:26 A.M. and recorded in Volume 17, Page 643 of Ashtabula County Miscellaneous Records.
  - C. Amended Declaration of Covenants and Restrictions as filed on March 7, 1967 at 12:13 P.M. and recorded in Volume 17, Page 770 of Ashtabula County Miscellaneous Records.
  - D. Amendment of Restrictions as filed on June 6, 1967 at 10:17 A.M. and recorded in Volume 17, Page 839 of Ashtabula County Miscellaneous Records.
  - E. Amendment of Restrictions as filed on June 6, 1967 at 10:21 A.M. and recorded in Volume 17, Page 841 of Ashtabula County Miscellaneous Records.
  - F. Amendment of Restrictions as filed on June 6, 1967 at 10:21 A.M. and recorded in Volume 17, Page 843 of Ashtabula County Miscellaneous Records.
  - G. Assignment from Development Services (AJ), Inc. to Lakeside Utilities Corporation, dated May 18, 1978, filed September 11, 1978 at 1:50 P.M. in Volume 3, Page 8764 of Ashtabula County Records.
  - H. Assignment from Development Services (AJ), Inc. to Lakeside Utilities Corporation, dated March 24, 1980, filed April 28, 1980 at 9:25 A.M. in Volume 10, Page 2822 of Ashtabula County Records.
  - I. Affidavit and Assignment by Development Services, Inc., dated July 19, 1982, filed in Volume 17, Page 6510 of Ashtabula County Records.
  - K. Assignment from Lakeside Utilities Corporation to Roaming Shores Utilities, dated October 17, 1984, filed February 8, 1985 at 11:21 A.M. in Volume 27, Page 9035 of Ashtabula County Records.
  - L. Assignment from Development Services (AJ), Inc. to Romerock Association, Inc. , dated December 13, 1971, filed in Volume 705, Page 131 of Ashtabula County Deed Records.
  - M. Assignment from Development Services (AJ), Inc. to The Romerock Association, dated December

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**SCHEDULE B**  
(Continued)

13, 1971, filed in Volume 705, Page 133 of Ashtabula County Deed Records.

N. Covenants and Restrictions as appears in Plat Volume 12, Page 26 of Ashtabula County Plat Records as follows:

We, the undersigned owners of the land shown on this Plat, hereby accept this plat and subdivision of the same, further, we in consideration of the approval thereof, hereby agree for ourselves, our successors and/or assigns to the following stipulations:

(a) No dwelling unit, permanent or seasonal, containing less than 880 square feet of living space can be constructed upon those lots identified by the suffix letter "A".

(b) No dwelling unit, permanent or seasonal, containing less than 1040 square feet of living space can be constructed upon those lots identified by the suffix letter "B".

(c) No dwelling unit, permanent or seasonal, containing less than 1200 square feet of living space can be constructed upon those lots identified by the suffix letter "C".

(d) Lots marked R.L. 1, 2, 3, etc., or reserved lots are reserved for community areas, beaches, playgrounds, docking facilities, parks, etc., and for the exclusive use of members of the Roaming Rock Shores property owners association, also known as RomeRock Association, Inc. and their guests.

(e) We, the owners, hereby except reserve and retain permanent utility and access easements 15 feet in front and 10 feet on the rear and each side of each lot as shown on the within plat. No structure may be construed within an easement.

(f) No building, including porch or projection shall be built, maintained or suffered to exist nearer the street than 25 feet or nearer the normal water line than 50 feet.

(g) And, all other covenants and restrictions, terms, stipulations, conditions, etc., as set forth in the purchase agreement and all covenants and restrictions listed in Volume 17, Page 643 of Miscellaneous Records of Ashtabula County, Ohio.

O. Agreement by Roman Rock Corporation and Citizens Telephone Company, dated June 19, 1967, filed June 20, 1967 at 2:02 P.M. and recorded in Volume 666, Page 1022 of Ashtabula County Records.

P. Deed of Easement Rights from Roman Rock Corporation to Lakeside Utilities Corporation, dated March 18, 1969, filed March 19, 1969 at 9:19 A.M. and recorded in Volume 681, Page 397 of Ashtabula County Records of Deeds.

Q. Agreement by Roman Rock Corporation and Lakeside Utility Corporation, dated May 6, 1967, filed May 10, 1967 at 10:02 A.M. and recorded in Volume 665, Page 617 of Ashtabula County Records.

R. Mineral Reservations as contained in the Deed from Roman Rock Corporation, recorded in Volume 664, Page 43 and Volume 770, Page 81, Ashtabula County Deed Records.

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**SCHEDULE B**  
(Continued)

S. Excepting from the above described premises, any part thereof resulting through changes in the shore line of Lake Roaming Rock occasioned by other than natural causes or by natural causes other than accretion.

T. Declaration filed by Romerock Association, Inc. on September 7, 2010, in Volume 480, page 2211, Ashtabula County General Records.

First Amended Declaration recorded January 25, 2011 in Volume 489, Page 1111 of Ashtabula County Recorder's Office General Index Records.

Second Amended Declaration recorded January 15, 2014 in Volume 558, Page 1896 of Ashtabula County Recorder's Office General Index Records.

Third Amended Declaration recorded April 8, 2014 in Volume 563, Page 513 of Ashtabula County Recorder's Office General Index Records.

Fourth Amended Declaration recorded May 19, 2016 in Volume 612, Page 842 of Ashtabula County Recorder's Office General Index Records.

Fifth Amended Declaration recorded January 25, 2018 in Volume 652, Page 2174 of Ashtabula County Recorder's Office General Index Records.

16. The County Treasurer's 2018 General Tax Duplicate shows:

Permanent Parcel Number: 65-003-10-013-00 (Lot 673)

Taxes for the first half 2018 amounting to \$48.20 are a lien, plus prior delinquencies.

Taxes for the second half 2018, amounting to \$48.20 are a lien but not yet due and payable.

Permanent Parcel Number: 65-003-10-012-00 (Lot 674)

Taxes for the first half 2018 amounting to \$45.42 are a lien, plus prior delinquencies.

Taxes for the second half 2018, amounting to \$45.42 are a lien but not yet due and payable.

Taxes for the Full Year 2019 are a Lien, but not yet Due and Payable.

Additions or Abatements which may hereafter be made by legally constituted authorities on account of errors, omissions, or changes in valuation.

Special taxes: None

17. The actual value of the Estate or Interest to be insured must be disclosed to the Company and, subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as foresaid, it is agreed that, as between the Company and the Applicant for this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

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**SCHEDULE B**  
(Continued)

Note: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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