

## OWNER'S AFFIDAVIT

STATE OF MICHIGAN

Date:

COUNTY OF WAYNE

Escrow No.: 230970CDF

The undersigned, in consideration of you issuing your policy(s) of title insurance insuring the mortgage and the title to the land described in the above Commitment for title insurance, and being first duly sworn, deposes, states and warrants as of the date of this Affidavit as follows:

1. I/We are the owners/purchasers of the land to be insured.
2. That the undersigned has the ability to execute all instruments necessary to mortgage or convey the land.
3. In the capacity of Managing Member/Officer/Partner/Owner, I have personal familiarity with the management and operation of the land, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. I/We do hereby acknowledge that the land described in Schedule A of the subject commitment and the land covered in the subject purchase agreement are one and the same and that there is/are no additional land, easement(s) or other real property interest(s) being granted or reserved as a part of this transaction.
5. I/We do hereby acknowledge that the land described in Schedule A has both physical and legal access to a publicly dedicated right of way commonly known as \_\_\_\_\_, either directly or by an easement benefiting the land.
6. The undersigned's enjoyment of the land has been peaceful and undisturbed and the title to the land has never been disputed or questioned to my knowledge, nor do I/we know of any facts by reason of which title to, or possession of the land might be disputed or questioned, or by reason of which any claim to the land or any portion thereof might be adversely asserted.
7. A complete list of all parties in possession ("Tenants") of any portion of the land is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the land, and that all tenants are as tenants only, with no right of first refusal or options to purchases. Failure to attach a list of tenants will confirm that there are "None".
8. I know of no notice that any of the improvements on the land encroach over any building or record setback lines, easements or property lines, nor that any of the improvements by our neighbors to the land encroach over our property lines, except as follows: \_\_\_\_\_
9. That any and all management fees and site and/or assessment fees, are fully paid.
10. That I/we have not rescinded the Principal Residence Exemption, if any, and/or otherwise been notified by anyone or any governmental entity that the Principal Residence Exemption has been rescinded or is no longer in effect.
11. That there are no unrecorded documents affecting title to the land, and I/We have received no notice of any violation of any covenants, conditions or restrictions, if any, affecting the land.
12. I have had no notice of any taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.

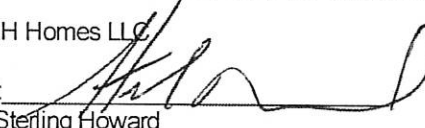
13. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last one hundred twenty (120) days for alterations, repair, work, or new construction on the property, including but not limited to tenant work, except for.. The undersigned represents that as of the date of closing of the subject transaction there has been no work for the construction of any improvement, nor has there been any work performed or materials delivered in preparation of the construction of any improvement on the land described in Schedule A including contracting for services by architects, engineers or any other design professionals as defined under the Michigan Construction Lien Act. Further, the undersigned represents that it does not own directly or through a related person or entity any additional property adjoining the land described in Schedule A and that the land described in Schedule A is not part of a development upon which improvements and work have been performed so as to give rise to possible construction lien claims under the Michigan Construction Lien Act.
14. No proceeding in bankruptcy has ever been instituted by or against the undersigned, nor has the owner made any assignment for the benefit of creditors.
15. That there are no pending land division applications and there have been no recent land divisions affecting the land.
16. There is no action or proceeding relating to the land in any state or federal court in the United States, nor are there any state or federal judgments or any federal liens of any kind or nature whatever which now constitutes a lien or charge upon the land.
17. That all brokers fees and commissions for services related to the sale, lease and/or mortgage of the land described in Schedule A have been paid in full except:

This affidavit is given to induce Doma Title Insurance Agency Inc Title Insurance Company to close the subject transaction and issue its policy or policies of title insurance with full knowledge that it will be relying upon the accuracy of the representations made herein. Further, the undersigned do/does hereby agree to hold Doma Title Insurance Agency Inc Title Insurance Company harmless from and defend at their own expense any and all matters affecting title to the subject property caused by, from or through acts of the undersigned and arising on or after November 8, 2023 and on or before the date and time of the recording of documents to be insured.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SRH Homes LLC

BY:

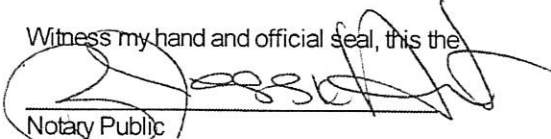
  
Sterling Howard  
Authorized Signor

STATE OF Michigan

COUNTY OF Oakland

I, Faye Jessie Hunt, a Notary Public of the County and State first above written, do hereby certify that Sterling Howard is the authorized signor for SRH Homes LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the

  
Notary Public

My Commission Expires:

(SEAL)

