

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300
Fax: 719-884-5304

Transmittal Information

Date: 12/30/2021
File No: 80972ECS
Property Address: 16860 Thompson Road, Colorado Springs, CO 80908
Buyer/Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.
Seller: Dale D. McGehee and Stephanie B. McGehee

For changes and updates please contact your Title officer:
Karina Low
Empire Title of Colorado Springs, LLC
c/o Stewart Title Southern Colorado Production Services
Phone: 719-884-5300
Fax: 719-884-5304

E-mail: Karina.Low@stewart.com

Customer:
FSBO

Phone: Fax:
Attn:

Buyer:
Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.
DELIVERED VIA: AGENT

Seller:
Dale D. McGehee and Stephanie B. McGehee
DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:

Phone: Fax:

Attn:

Attn:

**Changes: Updated Effective Date, Added Exception
Thank you for using Empire Title of Colorado Springs, LLC.**



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



**WIRE FRAUD
ALERT
NOTIFICATION:**

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

[Handwritten signature]

Authorized Countersignature
Empire Title of Colorado Springs, LLC
Company Name

Colorado Springs, CO
City, State



[Handwritten signature]
Frederick H. Eppinger
President and CEO

[Handwritten signature]
David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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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 is not liable for any other amendment to this Commitment.

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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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SCHEDULE A

1. Commitment Date: **December 27, 2021**, at **7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.**
Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured: **, its successors and/or assigns as their interests may appear**

Proposed Policy Amount:

<i>Date Down End.</i>	\$	50.00
Total:	\$	50.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:
Dale D. McGehee and Stephanie B. McGehee

5. The Land is described as follows:
Lot 3 in Mountain Shadow Ranch Second Phase, County of EL Paso, State of Colorado.

For Informational Purposes Only: **16860 Thompson Road, Colorado Springs, CO 80908**
APN: **5119004002**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Karina Low

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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. **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

6. **Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.**

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

REQUIREMENTS NOT TO BE RECORDED:

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- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. The current property owner must execute an **AFFIDAVIT FOR OWNERS (NO SURVEY)**, stating no changes have been made since the date the subject property was platted. The Company reserves the right to take exception to any adverse matters disclosed. (Copy of Plat must be attached to Affidavit and initialled by seller).
- C. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- D. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be a **ALTA Standard Owner's Policy and Endorsement Form 110.1**, which will provide Owner's Extended Coverage, thereby deleting printed exceptions Nos. 1, 2, 3 and 4 from the Owners Policy. Item 5 will be deleted if closing is performed by the Insuring Company.
- E. Evidence satisfactory to the Company that Stormwater Fees are paid current, if applicable.
- F. Execution of Gap Indemnity by vested owner(s) of subject property.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded March 30, 2017 as Reception No. 217035853.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and 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. 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 of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

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File No: 80972ECS

9. **Right(s) of way, including its terms and conditions, whether in fee or easement only, for electrical energy, as granted to Mountain View Electric Association, Inc., in instrument recorded November 15, 1972 in Book 2539 at Page 242, in which the specific location of the easement(s) is/are not defined.**
10. **Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded November 6, 1997 at Reception No. 97130646, and any and all amendments and/or supplements thereto.**
11. **Notes, notices, easements and restrictions as shown on the subdivision plat recorded June 22, 2000 at Reception No. 200072526.**
12. **Right(s) of way, including its terms and conditions, whether in fee or easement only, for electrical energy, as granted to Mountain View Electric Association, Inc., in instrument recorded January 31, 2001 at Reception No. 201011795, in which the specific location of the easement(s) is/are not defined.**
13. **Terms, agreements, provisions, conditions, obligations and easements as contained in Order, recorded April 22, 2021 at Reception No. 221080091.**
14. **Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 21-469, recorded December 8, 2021 at Reception No. 221224002.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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DISCLOSURES

File No.: 80972ECS

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 80972ECS

CO Commitment Disclosure

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different price or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use "cookies" to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor's hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor's system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor's identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

DISCLOSURES

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- (A) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (B) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (C) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Empire Title of Colorado Springs, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- (a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use "cookies" to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor's hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor's system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor's identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, 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 in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

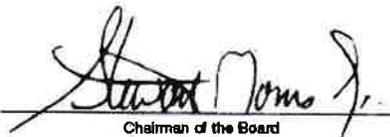
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board




President

Countersigned:

Authorized Countersignature

Empire Title of Colorado Springs, LLC (Company)
5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO

CONDITIONS

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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

WARRANTY DEED

THIS DEED, made this 24 day of March, 2017, between Deana Howard, as Trustee of the Deana Howard Revocable Trust, dated the 13 day of July, 2011 of the County of El Paso and State of Colorado, grantor(s), and Dale D. McGehee and Stephanie B. McGehee whose legal address is 0 Thompson Road, Colorado Springs, CO 80908

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, AS JOINT TENANTS, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lot 3 in Mountain Shadow Ranch Second Phase, County of EL Paso, State of Colorado.

also known by street and number as: 0 Thompson Road, Colorado Springs, CO 80908

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Deana Howard Revocable Trust, dated the 13 day of July, 2011

Deana Howard Trustee
By: Deana Howard, Trustee

State of Tennessee
County of Cumberland

}
} ss.
}

The foregoing instrument was acknowledged before me this March 24, 2017, by Deana Howard, as Trustee of the Deana Howard Revocable Trust, dated the 13 day of July, 2011.

My Commission expires: 12/15/19

Witness my hand and official seal.

Katlyn S. Reagan
Notary Public

Doc Fee: \$11.00



J Patrick Kelly El Paso City, CO
06/22/2000 12:29 200072526
Doc \$0.00 Page 1 of 1
Rec \$10.00



SUBDIVISION/CONDOMINIUM PLATS

Reception Number	Date	Time
10.00		12:29
Reception Fee	Number of Pages	File Number
Mountain Shadows Ranch Secord Phase		
Name of Plat		
Shadows Mountain Ranch Inc		
Owner's Name	Subdivision	Condominium
SR	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Chuck Broerman
04/22/2021 02:38:55 PM
Doc \$0.00
Rec \$18.00

El Paso County, CO



2
Pages
221080091

DISTRICT COURT, EL PASO COUNTY, COLORADO	
Court Address: 270 S. TEJON, COLORADO SPRINGS, CO, 80903	DATE FILED: April 16, 2021 10:43 AM CASE NUMBER: 1967CV53936
In the Matter of: BLACK FOREST VOLUNTEER FIRE et al.	△ COURT USE ONLY △
	Case Number: 1967CV53936 Division: 7 Courtroom:
Order: Proposed Order for Inclusion	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 4/16/2021

DAVID A GILBERT
District Court Judge

District Court, El Paso County, Colorado 270 S. Tejon P.O. Box 2980 Colorado Springs, CO 80901	
IN THE MATTER OF THE	
BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT,	1967CV53936 COURT USE ONLY ▲
A Colorado Special District	District Court Case No. 67CV53936
ORDER FOR INCLUSION OF PROPERTY INTO SPECIAL DISTRICT	

This matter comes before the Court pursuant to the Motion for Inclusion of Property filed by the Black Forest Fire/Rescue Protection District (hereinafter the "District") on April 15, 2021. The Court, having reviewed the Motion, hereby finds, concludes and orders as follows:

1. In accordance with C.R.S. § 32-1-401(1), a Petition for Inclusion (the "Petition") was presented to the District requesting that the following described Property be included in the District:

Lot 3 Mountain Shadow Ranch Second Phase, County of El Paso, State of Colorado. (Schedule No. 5119004002)

Street Address: 16860 Thompson Rd., Colorado Springs, CO 80908
 Petitioners: Dale and Stephanie McGehee

2. The Petition was signed by all owners of the Property described in the Petition and was acknowledged in the same manner as conveyances of land are required to be acknowledged. After giving proper legal notice to the public, the District held a public hearing on the Petition on February 17, 2021. At the conclusion of such public hearing, the Board of Directors of the District granted the Petition making an order to that effect.

3. Based upon the above facts, the Court hereby GRANTS the Motion for Inclusion of Property and ORDERS that the above described Property is and shall be included within the boundaries of the Black Forest Fire/Rescue Protection District.

4. A copy of this Order shall be recorded by the District in the real estate records of the El Paso County Clerk and Recorder's Office.

BY THE COURT:

DATED: _____

 DISTRICT COURT JUDGE

KNOW ALL MEN BY THESE PRESENTS, That Morley H. Cook and Cecilia G. Cook
16910 Thompson Road, Colorado Springs, Colorado 80908

of the County of El Paso and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land Twenty (20) feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being Ten (10) feet on each side of the following described center line, to-wit:

A center line running through the center of the existing poles, and a line belonging to Mountain View Electric Association, Inc. and presently located:

200 acres M/L

SECTION 19 TOWNSHIP 11 SOUTH RANGE 65 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

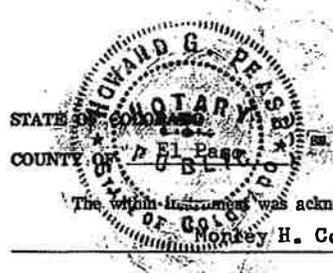
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor," wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 30th day of October A.D., 1972

Morley H. Cook (SEAL)
Cecilia G. Cook (SEAL)
_____ (SEAL)



The within instrument was acknowledged before me this 30th day of October, 1972 by Morley H. Cook and Cecilia G. Cook

My commission expires June 16, 1974

WITNESS my hand and official seal
Howard G. Pease
Notary Public

Replaces: Wilbur C. Thompson C. E. 0000 District No. 4

Record
Draw



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EL PASO COUNTY RECORDS DEPARTMENT

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
MOUNTAIN SHADOW RANCH**

10/18

THIS DECLARATION is made on the date hereinafter set forth by **SHADOW MOUNTAIN RANCH, INC.** [hereinafter referred to as the "Declarant"].

9/20/02

RECITALS

A. Declarant is the owner of certain property in the County of El Paso, State of Colorado, which is more particularly described as Mountain Shadow Ranch [hereinafter referred to as the "Properties"].

B. Declarant has caused to be formed a certain common interest community known as Mountain Shadow Ranch, which is a "planned community" as that term is defined in the Colorado Common Interest Ownership Act [hereinafter referred to as the "Act"].

C. Declarant has caused to be incorporated the Mountain Shadow Ranch Homeowners Association, a Colorado not-for-profit corporation.

E. The maximum number of units [as defined by the Colorado Common Interest Ownership Act] shall be the maximum number allowed under zoning laws pertinent to the planned community and in effect at the time of execution of this Declaration. The initial number of units at the time of execution of this Declaration is three [3]. Each Tract consists of a minimum of thirty-five [35] acres. Declarant expressly retains the right to minor subdivide Tract A into not more than three [3] tracts.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

1.1 "Association" shall mean and refer to Mountain Shadow Ranch Homeowners Association, a not-for-profit Colorado corporation, its successors and assigns.

1094608

25x100

32x100

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1.2 "Owner" shall mean and refer to each record owner, whether one or more persons or entities, of a title interest to any Tract which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 "Properties" shall mean and refer to that certain real property hereinabove described.

1.4 "Easements" shall mean all easements as shown on the survey of Mountain Shadow Ranch recorded September 16, 1997 at Deposit No. 97902338 of the records of the Clerk and Recorder for El Paso County, a copy of which is attached hereto, marked as Exhibit A, and incorporated herein by reference. Easement shall specifically include the sixty feet [60'] Easement for the Access Road across all Tracts as designated on Exhibit A.

1.5 "Declarant" shall mean and refer to Shadow Mountain Ranch, Inc., its successors and assigns.

1.6 "Access Road" shall mean that road to be constructed by Declarant upon the Roadway Easement as designated on Exhibit B and thereafter to be maintained by the Association.

1.7 "Tract" shall mean and refer to any plot of land shown upon the survey [Exhibit B].

ARTICLE II Homeowners Association

2.1 There has been, or will be, organized a non-profit organization known as the Mountain Shadow Ranch Homeowners Association [the "Association"], which has as its function the enforcement of the Declarations and other functions called for herein. Each and every Owner, in accepting a deed or contract for any Tract in the subdivision, agrees to and shall be a member of and be subject to the obligations of the Association. The Association shall be responsible for maintaining roads, snow removal, general planing within roadway areas and utility easements within the Road Access. It is a primary responsibility of the Association that the roads be maintained, in good repair, and kept open in all weather conditions and cleared of snowfall in a timely fashion.

ARTICLE III Membership and Voting Rights

3.1 Every person who is the sole fee Owner of any Tract which is subject by the Declaration to assessment by the Association [herein referred to as a "Tract"], including contract

97130646-3

sellers, shall be a member of the Association. In cases where an entity is the sole fee Owner of a Tract, the entity shall designate one person to represent the entity as a member of the Association. In cases where more than one fee Owner exists for a Tract, the fee Owners of the Tract shall designate one of the fee Owners to be the member of the Association from the Tract.

3.2 Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members of the Association. Membership, or association membership representation by a co-owner of a Tract, shall be appurtenant to and may not be separated from ownership of any Tract which is subject to the Declarations. Ownership of any Tract, or a designation to membership from Tract co-owners or from the entity owning a Tract, shall be the sole qualification for membership.

3.3 Each member shall be entitled to one vote for each Tract in which the member holds the sole interest or from which the member has been designated by an entity Owner or by co-owners. A member who has been designated by co-owners of a Tract shall consult with the Tract co-owners as to how votes shall be exercised on any issue for which a vote is required.

ARTICLE IV Covenant for Maintenance Assessments

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned within the Properties, hereby covenants, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments; and
- b. Special assessments for capital improvements only to the Access Road;

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Owner's obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for improvement and maintenance of the Access Roads which are intended for the use and benefit of all Owners and members of the Association.

4.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

97130646 -4

of any construction, reconstruction, repair or replacement of a capital improvement upon the Access Road including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds [2/3] of the votes of those members who are voting in person or by proxy at a meeting duly called for this purpose.

4.4 Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action shall be sent to all Tract Owners not less than fourteen [14] days nor more than fifty [50] days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent [60%] of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be fifty percent [50%] of all the members. No such subsequent meeting shall be held more than sixty [60] days following the preceding meeting.

4.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Tracts [i.e., payments due from each Tract equal a percentage equal to one divided by the total number of Tracts subject to this Declaration] and may be collected in advance on a yearly, quarterly or monthly basis as the Board of Directors may determine. Initially, assessments shall be quarterly until modified by the Board of Directors. Declarant shall be liable to pay annual assessment upon all Tracts owned in its name.

4.6 Date of Commencement of Annual Assessments [Due Dates]. After the Association has made the initial common expense assessment, the Owners of each Tract shall pay, in advance, a prorated amount of the annual assessment from the date of initial common expense assessment to the first day of the following quarter. The first quarter shall commence on January 1st of each year. Thereafter, the assessment will be due quarterly until changed by the Board of Directors. Until the Association makes a common expense assessment, the Declarant shall pay all common expenses. Each Tract Owner is liable for assessments made against such Owner's Tract during the period of ownership of such Tract.

4.7 Subordination of the Lien to Deed of Trust. Except as set forth in the Act, the lien of the assessments provided for herein shall be subordinate to the lien of any first Deed of Trust. Sale or transfer of any Tract shall not affect the assessment lien.

4.8 Time for Payment of Assessments. Assessments shall be due and payable within thirty [30] days after written notice of the amount thereof shall have been mailed to the registered mailing address of the respective Owner of a Tract. Each assessment shall bear, if not paid within thirty [30] days after such date, a Twenty Dollar [\$20.00] late charge for each installment of assessment payment that is delinquent. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Tract for such assessment, but the date when payment shall become due in such case shall be

97130646-5

deferred to a date thirty [30] days after the due date indicated in the properly sent notice. The Association may elect to have the annual assessments paid monthly, or such other periodic basis deemed desirable by the Association.

4.9 Assessment Lien.

- a. All sums assessed but unpaid for the share of annual assessments or special assessments chargeable to any Tract, including any late charges, costs or attorneys' fees, shall constitute a lien on such Tract.
 - i. Tax and special assessment liens on the Tract in favor of a taxing authority; and
 - ii. All sums unpaid on a first Deed of Trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

Notwithstanding anything in the preceding sentence, the lien provided by this Article 4 shall be prior and superior to a first Deed of Trust with respect to annual assessments for common expenses in an amount equal to the common expense assessment. Such lien for assessment shall attach from the due date of the assessment.

4.10 Personal Obligation. The amount of any assessment chargeable against any Tract shall be a personal and individual debt of the Owner thereof. No Owner may become exempt from liability for the assessment by abandonment. The Association may bring suit to recover a money judgment for unpaid annual and/or special assessments plus costs and expenses, including attorney's fees, without foreclosing or waiving the assessment lien provided herein.

4.11 Personal Liability of Purchaser for Assessments. A purchaser of a Tract shall not be personally liable for unpaid assessments against the Tract up to the time of conveyance to purchaser.

ARTICLE V
The Association

5.1 The Association. The administration of the Properties shall be governed by this Declaration and the Articles of Incorporation and By-Laws of the Mountain Shadow Ranch Homeowners Association, a Colorado not-for-profit corporation.

5.2 Voting Rights.

- a. All members shall be entitled to one [1] vote for each Tract owned on any

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matter on which voting by the Owners is permitted or required by this Declaration, the Articles of Incorporation or By-Laws of the Association.

- b. The foregoing notwithstanding, Declarant shall control the right to determine and appoint all Directors of the Association until any of the following events have occurred:

- i. Sixty [60] days after fifty percent [50%] of Tracts that may be created to Tract Owners have been conveyed; or
- ii. Two [2] years after the last conveyance of a Tract by the Declarant in the ordinary course of business; or
- iii. Declarant provides written notice to the Secretary of the Association of its intent to terminate this reserved right of control as of a particular date; provided, however, that in the event there is more than one Declarant, such notice must be signed by all such Declarants.

- c. Notwithstanding the foregoing, Declarant's voting rights during the period of Declarant's control, the members shall be entitled to elect at least one [1] and not less than twenty-five percent [25%] of the members of the Board of Directors. Additionally:

- i. At a meeting of the Association called for this purpose within sixty [60] days after the date on which Declarant has conveyed twenty-five percent [25%] of the Tracts to purchasers other than Declarant, the Owners shall be entitled to elect at least one [1] but not less than twenty-five percent [25%] of the members of the Board of Directors.
- ii. At a meeting of the Association called for this purpose within sixty [60] days after the date on which Declarant has conveyed thirty-three percent [33%] of the Tracts to purchasers other than Declarant, the Owners shall be entitled to elect one [1] but not less than thirty-three percent [33%] of the members of the Board of Directors, whichever is greater.

5.3 Board of Directors.

- a. Declarant shall be entitled to appoint and remove members of the Association's Board and officers of the Association to the fullest extent permitted under the Act. The specific restrictions and procedures

97130646-7

governing the exercise of Declarant's right to so appoint and remove Directors and officers are set out in the Articles and By-Laws of the Association.

5.4 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth or reserved herein may not be transferred or assigned to any other person or entity. No such transfer or assignment shall relieve the Association of any of the obligations set forth herein. No such transfer or assignment shall revoke or change any of the rights or obligations of any Owners as set forth herein.

5.5 Powers. The Association shall be granted all of the powers described in C.R.S. Section 38-33.3-302, including but not limited to all powers necessary to govern, manage, maintain, repair, administer and regulate the Access Road and to perform all of the duties required of the Association. Notwithstanding the preceding sentence, unless the Owners to which sixty-seven percent [67%] of the votes have given their prior written approval and the period of Declarant control as set forth in Section 5.2 has expired, the Association shall not be empowered or entitled to:

- a. Partition or subdivide any Tract;
- b. Merge or consolidate with another project or association [other than a Residential Association];
- c. Change the voting rights or the extent of rights and easements of each Owner in and to the Access Road;
- d. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of buildings, or the maintenance or upkeep of the Access Road.

The foregoing limitation on the power of the Association to partition or subdivide notwithstanding, Declarant expressly retains the right to minor subdivide Tract A into not more than three [3] tracts.

5.6 Examination of Books and Records. All Owners, first Deeds of Trust, insurers or guarantors of a first Deed of Trust of a Tract in the Project shall, upon request, be entitled to:

- a. Inspect the books and records of the Association during normal business hours;
- b. Receive a copy of a financial statement of the Association for the preceding fiscal year at no charge;

97130646-8

- c. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all of such meetings; and
- d. Receive current copies of this Declaration, By-Laws, Articles of Incorporation and any Rules and Regulations concerning the Project, provided that reasonable copying charges are advanced to the Association by the party requesting copies.

If requested by a holder, insurer or guarantor of a first Deed of Trust in writing, an audited financial statement for the immediately preceding fiscal year will be provided free of charge to the party so requesting, if available. If an audited financial statement is unavailable, then one shall be prepared at the expense of the party so requesting and furnished within a reasonable time following such request.

5.7 Turnover. Within sixty [60] days after the Owners other than Declarant elect a majority of the Board of Directors, Declarant shall deliver to the Association those items of property described in C.R.S. Section 38-33.3-303(9) which are in existence and in Declarant's custody or control.

ARTICLE VI **Architectural Control Committee**

6.1 Board as Committee. The Board of Directors may appoint an Architectural Control Committee [hereinafter referred to as the "Committee"] which may be composed of two [2] or more persons. In the event no such appointment is made, then the Board of Directors shall constitute the Committee and shall have all of the duties and responsibilities of the Committee as set forth herein.

6.2 Successors. In the event of death, disability or resignation of any member of the Committee, the Board of Directors shall have authority to designate a successor or successors with the Association.

6.3 Evidence of Action. The Committee's approval or disapproval as required in this Declaration shall be in writing, as indicated by the signatures of a majority of the Committee or its designated representatives. The Committee shall not be required to maintain records of plans submitted. Approval by the Committee shall be conclusive evidence of compliance with this Declaration, provided that improvements are constructed in substantial compliance with the plans as approved. The Committee shall approve or disapprove plans submitted to it within thirty [30] days after submission.

6.4 Duties. The Committee shall act upon and approve or disapprove any and all matters to be submitted to the Committee pursuant to any of the provisions of this Declaration

97130646 -9

and shall have all duties and powers as are hereinafter provided and set forth. The Committee may employ a licensed architect and/or registered professional engineer or Declarant to review plans and specifications submitted to the Committee and make recommendations to the Committee with regard to the Committee's decision to approve or disapprove any submission or to perform any inspections of any work in progress or after completion as provided in Section 6.7. Neither the Committee nor any member thereof shall be liable, in any manner, for any action or failure to act done in good faith arising out of their service on the Committee.

6.5 Approval of Plans.

- a. All plans and specifications in connection with the construction [which is commenced on or after the effective date of this Declaration] of any improvements, including but not limited to any Dwelling Unit, remodeling of any Dwelling Unit including, but not limited to, changing the exterior materials of the Dwelling Unit, or any alteration of any of the above described improvements to a Tract shall be submitted to the Committee or its designated representative for its prior written approval. There shall be no review fee. The exteriors of all structures, including walls, doors, windows and roofs, shall be kept in good repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six [6] months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of the affected structure[s] shall not be permitted to remain in a damaged condition for longer than three [3] months.
- b. Before any construction or alteration begins, plans and specifications showing the nature, shape, height, materials, exterior design and exterior materials to be used must be submitted to the Committee for its prior written approval.
- c. The Committee shall determine whether to approve any plans submitted to it for review. In passing upon such plans, specifications and other requirements, the Committee may take into consideration whether the proposed Residence or other structure to be erected is in harmony with the surroundings and adjacent property.

In any case where the Committee disapproves any plans and specification submitted pursuant to this Section 6.5, or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be given within thirty [30] days of the receipt of the plans and specifications by the Committee and shall be accomplished by a statement of the grounds upon which such action was based. In any such case, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

97130646-10

6.6 Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Association's Board of Directors, the Committee nor any individual member of the Board of Directors, or the Committee, shall be liable to any person or entity for any official act of the Committee or the Board of Directors in connection with submitted plans and specifications.

6.7 Inspection of Work.

- a. No Owner or contractor shall commence excavation, grading or construction of any structure, building or improvement of any kind to be located on any Tract [hereinafter referred to as the "Work"], until the Committee has approved the plans and/or specifications therefor. This does not include driveway excavation.
- b. The Committee shall have the right to inspect any Work done by an Owner or contractor at any time during the period the Work is being performed or after the Work has been completed to ensure that the Work complies with the plans approved by the Committee. If the Committee determines that the Work is not being performed in accordance with the approved plans and/or specifications, the Committee shall have the right to require the contractor, or the Owner as the case may be, to immediately terminate all Work being performed upon the Tract.
- c. Upon completion of any Work, the Owner shall, to the greatest extent possible, restore the Tract to the condition which existed prior to the commencement of such Work [taking into account the Work itself] so that the Tract and any improvements or other structures on the Tract shall be, to the greatest extent possible, in harmony with the surrounding natural environment. All areas which have been excavated, that are not formally landscaped, shall be reseeded to its original state.

6.8 Binding Agreement to Pay Legal Costs.

- a. In the event that an Owner shall dispute the determination of the Committee and files a lawsuit to overrule, vacate or otherwise mitigate the effect of any determination of the Committee, or if an Owner fails to submit for approval any action as required and the Committee, any Owner or the Association brings an action to enforce these provisions, then the Owner and the Association are hereby bound to the agreement that any and all costs, including reasonable attorneys' fees, associated with the institution and defense of such a suit, shall, to the extent permitted by a court of competent jurisdiction, be paid to the prevailing party by the losing party.

97130646 -11

- b. Arbitration Disputes. The Declarant and the Owners of each and every Tract covenant and agree that in the event any decision of the Committee, made pursuant to Section 6.5 is disputed, the Declarant or the Owner affected by such decision, may, within ten [10] days of such action, request that the matter be submitted to an arbitration panel made up of one member selected by the Declarant, one member selected by the Owner and a third member selected by those two [2] members. The parties hereto agree to cooperate in selecting arbitrators such that the panel will be able to convene within five [5] days of the arbitration request and render its decision within three [3] days after said panel is so convened. The Owner shall be permitted to proceed with construction work, pending the arbitration determination.

6.9 No Review. The following types of changes, additions or alterations do not require the approval of the Committee. Although exempt from Committee review, all Work must proceed in accord with all applicable law, codes and regulations and the provisions of this Declaration.

- a. Addition of plants to a property in accordance with a previously approved landscape plan.
- b. Modifications to the interior of a residence when those modifications do not unduly affect the outside appearance of the structure.
- c. Repainting or retaining of the exterior of the residence in original color.
- d. Repairs to a structure in accordance with previously approved plans and specifications.
- e. Reroofing with roofing materials of the same quality (or better) and color as original materials.
- f. Seasonal decorations if removed promptly (within forty-five (45) days following the holiday).
- g. Water well drilling.

ARTICLE VII
Use Restriction

7.1 Use. The use of the Properties shall be subject to the restrictions set forth in this Article 7 and as otherwise provided in this Declaration of Covenants.

97130646-12

7.2 Governmental Compliance. No use shall be made of any of the Tracts or of the Common Property which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Easements.

7.3

- a. **Tract Use.** No Tract shall be used for any purpose other than residential, Association approved rural complimentary uses, in-house office and/or professional services. Commercial uses are prohibited except, with Committee approval, the Tract owner shall be permitted to construct one outbuilding, with no commercial signage, for the purpose of housing equipment related to the Tract owner's personal business use. This shall specifically include the prohibition of commercial animal production feed lots, poultry farms, kennel clubs, slaughter houses and the like. In addition, there shall be no swine or ostriches or similar animals. All permissible animals shall be maintained in such a manner as to prevent over-grazing as set forth in Soil Conservation Services literature. Unless otherwise approved by Committee in connection with the construction of improvements, no trees shall be removed or otherwise harvested commercially.
- b. **Animal Limitations.** All permitted livestock, owned, boarded and/or leased, shall be limited, on each Tract, to no more than a combination of four [4] animals, excluding unweaned offspring. This limitation **CAN BE EXCEEDED ONLY** with Committee approval based on Owners providing an acceptable pasture management program with enclosures to accommodate all livestock, specifically pertaining to larger grazing type livestock [i.e., sheep, cattle and equine not dogs, cats, rabbits, etc.].

7.4 Committee Approval. No structure shall be erected, altered, placed or permitted to remain on any Tract other than one [1] detached, single family dwelling as hereinafter set forth, with necessary garage and out-buildings, except as approved pursuant to Section 6.7. All structures shall be of new construction, built with first class building materials. Pre-constructed single family dwellings are strictly prohibited. Other necessary improvements, such as corrals, water facilities, metal or wood framed out-buildings for the purpose of keeping permissible livestock, subject to prior Committee approval, will be permitted. The Tract Owner shall be responsible for keeping all structures attractive and painted, if applicable.

7.5 Building Requirements. All construction shall be subject to and comply with County Regulations and NFPA 299 and the following:

- a. County approved non-combustible roofing materials are required.

97130646 -13

- b. "Defensible Space" requirement. All scrub oak and trees within thirty [30] feet of all improvements must be removed.
- c. Fence. Fences are not required but if Tract Owner elects to build a fence, it must be in accord with Exhibits B and C. Exhibit B is for the construction of the WPRF and Exhibit C is for a perimeter or cross fence or to be used in connection with any other fencing requirements.
- d. All garages must be attached to the principal dwelling, although a Committee approved "breezeway" is permissible.
- e. Only one [1] principal residence is permitted per Tract. This principal residence shall have a minimum, fully enclosed ground area, devoted to living purposes, exclusive of porches, terraces and garage of:
 - i. Ranch Style Structure: 1,800 square feet of living area; or
 - ii. More Than One-Story: 2,200 square feet, with not less than 1,500 square feet on the main floor.

For purposes of the foregoing square footage calculation, a "walk-out" or "garden level" style structure shall not count as a story or be included in the square footage calculation.

- f. Only one structure, other than the principal residence, will be permitted for dwelling purposes. This structure shall comply with the following criteria:
 - i. All such structures shall have an attached garage.
 - ii. Exterior finish must match the principal residence.
- g. All corrals shall be constructed of heated creosoted or painted dimensional lumber or steel fabrication.
- h. Geodesic dome structures and A-frames are expressly prohibited.

7.6 Limitations on Temporary Structures.

- a. No structure of a temporary nature, trailer, basement, tents, shacks, garage, barn or other out-building shall be used as a dwelling, with the exception that a finished apartment in a barn or garage building for hired help is permissible, so long as a Certificate of Occupancy has been issued on the principal residence for such Tract.

97130646 -14

- b. Notwithstanding the foregoing, subject to approval by the Committee and El Paso County zoning authorities and only during the construction of the principal residence and only for a period not to exceed one [1] year, the Owner may temporarily locate a mobile home on the Tract.

7.7 Nuisances.

- a. No noise or other nuisance shall be permitted to exist or operate upon any tract so as to be, in the opinion of the Committee, offensive or detrimental to any other property or occupants.
- b. Trash and garbage containers shall not be permitted to remain in public view except on collection days. No accumulation or storage of litter, including new or used building materials or trash of any kind shall be permitted on any Tract.
- c. No unsightly articles shall be permitted to remain on any Tract so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks [other than pickups used solely for the private and non-business use of residents of a Tract], tractors, wagons, buses, sleighs, snow removal equipment, garden and maintenance equipment and all commercial and business vehicles shall be kept, at all times, except when in actual use, in an approved garage, out-building or other approved storage facility.
- d. No portion of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, junk cars, machinery and other waste. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for storage and disposal of such material shall be kept clean and sanitary.
- e. Tract Owners shall abide by and control weeds as provided in El Paso County Weed Control Regulations and Requirements. This shall specifically include knapweed and thistles.
- f. No Owner or resident shall repair, or permit any other person to repair, any car, boat or other vehicle except in an area which is shielded from the view from the street and neighboring properties. The foregoing shall not apply to minor repair and maintenance procedures which do not exceed seventy-two [72] hours in duration. In no event shall vehicles which are inoperable, unlicensed or not regularly driven be permitted to park for more than seventy-two [72] hours in any private driveway or on any adjacent street.

97130646-15

7.8 Hazardous Activities. No activities shall be conducted on any Tract and no improvements constructed on any Tract which are or might be unsafe or hazardous to any person or property. This shall specifically include hazardous substances which are not to be located, stored, processed, disposed of, released, discharged or otherwise handled on, under or above any Tract and in compliance with all State, Federal and Local Environmental Laws now or hereinafter enacted.

7.9 Fires. No open fires shall be lighted or permitted on any Tract, except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed fireplace.

7.10 Underground Utilities. All utilities, wells, water lines, pipelines, wires and cables shall be installed underground. Transformers, control and splice boxes may be placed above ground. Any exception must be approved by the majority of Tract Owners.

7.11 Antenna and Satellite Dish Locations. No antennas may be erected which are more than thirty [30] feet in height. No satellite dishes may be constructed within one hundred [100] feet of any property line.

ARTICLE VIII

Easements

8.1 Easements. The easements shall be those shown or provided for in Exhibit B upon the recorded plat of Mountain Shadow Ranch.

8.2 Reservation.

- a. Easements and rights-of-way as described on Exhibit B which are designated as such have been and are hereby reserved for utility purposes. In addition to utility easements there are easements for ingress and egress.

ARTICLE IX

General Provisions

9.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

97130646-16

9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

9.3 Amendment. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent [66-2/3%] of the Tract Owners. Any amendment must be recorded.

9.4 Reports and Records. The Association shall furnish such reports and records and make available the Association books as required by the Act. In addition, the Association shall furnish the unpaid assessment statement and any other information required by the Act or any other law.

9.5 Variances. Recognizing that the Declaration cannot address all conceivable situations which may arise, and further recognizing the need for flexibility in administration of the Declaration, so as not to create unnecessary hardship, the Association's Board of Directors may, and on behalf of all of the Owners of property subject to the Declaration, grant variances, whether permanent or limited in duration, from any of the terms and conditions contained within the Declaration, as amended, and rules and regulations adopted hereunder. Any variances so granted shall be binding on the Association and all Owners of property subject to the Declaration, as amended. The procedure for application shall be the same as it is provided above in Section 6.5, except application shall be made to the Association's Board of Directors, rather than to the Committee.

In granting variances hereunder, the following shall be applicable:

- a. Any variance granted hereunder shall run with the property for which it is granted;
- b. A variance shall not be granted unless at least seventy-five percent [75%] of the members of the Board of Directors of the Association find that all of the following conditions exist:
 - i. Owing to unusual circumstances, literal enforcement of the Declaration will result in unnecessary hardship;
 - ii. The variance will not substantially or permanently injure the use of other property subject to the Declaration;
 - iii. The variance will not alter the essential character of the Properties subject to the Declaration;

97130646 -7

- iv. The variance will not weaken the general purposes of the Declaration;
- vi. The circumstances leading the applicant to seek a variance are unique or peculiar to the property or its Owner and are not applicable generally to property subject to the Declaration.

9.6 Declaration Deemed to Run with the Land. The Declaration and the restrictions, covenants and conditions contained in the Declaration shall be deemed to run with the land and shall inure to and be binding upon all property subject thereto and upon each person or entity who now owns or who hereafter acquires ownership or any right, title or interest in any property which is subject to the Declaration.

9.7 Right to Enforce Declaration. The Declaration and the restrictions, covenants and conditions contained therein are for the benefit of the Owners, jointly and severally, and for the benefit of the Association and the Committee, and may be enforced by an action for damages, suit for injunction, mandatory or prohibitive or such other appropriate legal remedy as may be available, instituted by any Owners, the Association, the Committee, or any combination thereof; provided, however, that prior to the commencement of any enforcement proceedings by any Owner, that Owners shall advise the Board of Directors, in writing, of the claimed violation, and the Board shall attempt to compel compliance before commencing enforcement proceedings in the name of the Association. In the event the Board of Directors refuse to act to remedy the claimed violation within thirty [30] days, then and only then may an Owner, separately, and at his sole cost and expense, attempt to enforce the Declaration. No action shall be brought or maintained against the Board of Directors, the Association or members thereof in the event the Board elects to take no action with respect to alleged violations of the Declaration.

9.8 Violation Deemed Nuisance. Any act or omission whereby any restriction, condition or covenant of the Declaration, or any rule or regulation promulgated under the authority granted by the Declaration, is violated in whole or in part is declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association, the Committee or by any Owner.

THIS DECLARATION of Covenants, Conditions and Restrictions of Mountain Shadow Ranch shall be effective as of the 24th day of October, 1997.

97130646 -18

SHADOW MOUNTAIN RANCH, INC.

By:
Title:

[Handwritten signature]
[Handwritten title]



STATE OF COLORADO }
COUNTY OF El Paso }

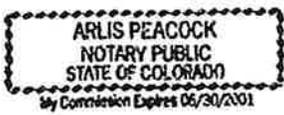
56.

Subscribed and sworn to before me this 29th day of October, 1997,
by Robert Wauders, as President of Shadow
Mountain Ranch, Inc.

My Commission Expires: 6-30-2001

[SEAL]

[Handwritten signature: Arlis Peacock]
Notary Public



GRANT OF RIGHT OF WAY

of the County of El Paso, State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows

An easement of ten feet either side of the power line and guy wires in Lot A, aka Lot 1, County of El Paso, State of Colorado, also known as Thompson Rd and Hodgen Rd

in pt Section 24 Township 11 South, Range 66 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoy and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land

Grantor further grants unto the Grantee, the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land

TO HAVE AND TO HOLD said strip unto the Grantee, its successors and assigns forever

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines

The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive

The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine

DATED 10/2/00

STATE OF COLORADO
COUNTY OF El Paso

PETER ST. JEAN
Stephanie St Jean
Walter Luster Jr
CO Springs, CO 80918

The within instrument was acknowledged before me this 2 day of Oct, 2000

By Stephanie C. St. Jean
(Print the name(s) signed above)



WITNESS my hand and official seal

Account No
00-1792
Work Order No

[Signature]
Notary Public
Wells Fargo
Notary's Home or Business Address
C/S, CO 80918
My Commission Expires 3-12-02