

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: **719-442-1900**
Fax:

Transmittal Information

Date: 03/07/2018
File No: 22439LTG
Property Address: 7822 Hirshorn Point, Peyton, CO 80831
Buyer\Borrower: Celina McAlpine
Seller: Challenger Colorado, LLC, a Colorado limited liability company

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Title Officer:
Julie Nicks License#447516 Danene Stroud License#30348
Legacy Title Group, LLC Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:
E-Mail: julie@legacytitle-llc.com

Escrow Processor:
Allie Myers
E-Mail: Allie@legacytitle-llc.com
Phone: 719-442-1900

Buyer:
Celina McAlpine
9368 Bethpage Road
Peyton, CO 80831

Seller:
Challenger Colorado, LLC, a Colorado limited liability company
8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920

Buyer's Agent:
Kenney & Company
2120-A Academy Cir.
Colorado Springs, CO 80909
Attn: Stephen Kenney
Phone: 719-550-1515 Fax: 719-550-1516

Seller's Agent:
New Home Star
6755 Earl Dr. #105
Colorado Springs, CO
Attn: Ron Bell
Phone: 719-418-5924 Fax: 719-442-4330

Buyer's Attorney:

Seller's Attorney:

Lender:
TBD

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Thank you for using Legacy Title Group, LLC.



FILE NO. 22439LTG



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("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.

All liability and obligation under this Commitment shall cease and terminate six (6) 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 policy form upon request.

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

Issued through the Office of:
Legacy Title Group, LLC
3630 Sinton Road, STE 300
Colorado Springs, CO 80907

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

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 acquired 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.
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 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 Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

Legacy Title Group, LLC
As agent for
Old Republic National Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Effective Date: **February 28, 2018 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY **\$277,425.00**

Proposed Insured: **Celina McAlpine**

B. ALTA 2006 LOAN POLICY **\$290,000.00**

Proposed Insured: **TBD**

<i>Reissue Owner's Policy</i>	\$	644.00
<i>Simultaneous Loan Policy</i>	\$	400.00
<i>Tax Certificate</i>	\$	Included
<i>Delete 1-4 End (Lender)</i>	\$	Included
<i>100 - Restricts End</i>	\$	Included
<i>100.30 Mineral Rights End.</i>	\$	Included
<i>ALTA 5.06 PUD issued w/'06 pol</i>	\$	Included
<i>8.1 Environ. Lien w/06 Pol End</i>	\$	Included
Total:	\$	1,044.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Challenger Communities, LLC, a Colorado limited liability company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lot 3, Block 5, Courtyards at Woodmen Hills West, County of El Paso, State of Colorado.

For Informational Purposes Only: **7822 Hirshorn Point, Peyton, CO 80831**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: February 28, 2018 at 07:30am

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed from Challenger Communities, LLC, a Colorado Limited Liability Company to Challenger Colorado, LLC, a Colorado limited liability copany.**

NOTE: Statement of Authority for Challenger Communities, LLC recorded September 18, 2017 at Reception No. 217112287 designates Brian R. Bahr as President until October 3, 2017, G. Thomas Hennessy, President beginning October 4, 2017, Brenda Thompson as Vice President of Accounting and Finance, Patrick Jarrett as Vice President of Operations, Roger Miller as Vice President of Land Development, Challenger Building, LLC as manager.

- (f) **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.

NOTE: Statement of Authority for Challenger Colorado, LLC, a Colorado limited liability company recorded September 18, 2017 at Reception No. 217112297 designates Brian R. Bahr as President until October 3, 2017, G. Thomas Hennessy, President beginning October 4, 2017, Brenda Thompson as Vice President of Accounting and Finance, Patrick Jarrett as Vice President of Operations, Kimberly Shockley as Controller of Homebuilding, Roger

Miller as Vice President of Land Development, Challenger Building, LLC as manager.

- (g) **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.

REQUIREMENTS NOT TO BE RECORDED:

- 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. **Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**
- C. **Upon receipt of Items required above, satisfactory to the company, printed Exceptions Nos. 1, 2, 3 and 4 of Schedule B, Section 2 hereof will be deleted from the Loan Policy when issued and upon payment, Form 100 will be attached thereto. Item 5 will be deleted if closing is performed by the Insuring Company.**
- D. *Evidence satisfactory to the Company that there are no assessments for common expenses or other fees which remain unpaid or otherwise constitute a lien on subject property.*

The following are requirements related to new construction on the property to be insured hereunder:

- (1) **Copy of Certificate of Occupancy.**
- (2) **A SATISFACTORY IMPROVEMENT LOCATION CERTIFICATE MUST BE FURNISHED TO THE COMPANY. EXCEPTION WILL BE TAKEN TO ADVERSE MATTERS DISCLOSED THEREBY.**
- (3) **Execution of Owner/Developer/Contractor Affidavit and Indemnity Agreement.**

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 August 6, 2013 as Reception No. 213101074.

Deed recorded October 3, 2017 as Reception No. 217119252.

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.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: February 28, 2018 at 07:30am

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of 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."
9. **Reservation made by Juanita Hudson , also know as Willie Juanita Hudson as described in deed recorded January 7, 1965 in Book 2051 at Page 997.**
10. **Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded January 19, 1965 in Book 2053 at Page 539.**
11. **Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded June 30, 1967 in Book 2186 at Page 984.**
12. **Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in**

instrument recorded February 3, 1972 in Book 2465 at Page 468.

13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Falcon Fire Protection District, as evidenced by instrument recorded December 2, 1980 in Book 3380 at Page 670 and also recorded February 17, 1981 in Book 3404 at Page 587.
14. Any assessment or lien of Woodmen Hills Metropolitan District as disclose by instrument recorded July 11, 1995 in Book 6682 at Page 404.
15. Notice of Purchasers by Woodmen Hills Metropolitan District, recorded September 10, 1997 at Reception No. 97105557.
16. Terms, agreements, provisions, conditions and obligations as contained in Woodmen Hills Metropolitan District Resolution No. 1 recorded November 24, 1997 at Reception No. 97137651.
17. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 97-472, Land Use-207 recorded February 11, 1998 at Reception No. 98016978.
18. Terms, agreements, provisions, conditions and obligations as contained in Imposition of Water Resource Fees recorded November 19, 1999 at Reception No. 99172541 and November 10, 1999 at Reception No. 99173659 and amendment recorded November 9, 1999 at Reception Nos. 99172543 and 99172546 and recorded November 10, 1999 at Reception Nos. 99173661 and 99173664.
19. Terms, agreements, provisions, conditions and obligations as contained in Park and Recreation Fee recorded November 9, 1999 at Reception No. 99172542, November 10, 1999 at Reception No. 99173660 and amendment November 9, 1999 at Reception No. 99172544 and at Reception No. 99172545 and recorded November 10, 1999 at Reception No. 99173662 and at Reception No. 99173663
20. Terms, agreements, provisions, conditions and obligations as contained in Courtyards at Woodmen Hills West Development Plan recorded July 1, 2003 at Reception No. 203149896.
21. Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded September 17, 2003 at Reception No. 203218723.
22. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 02-470 recorded March 24, 2004 at Reception No. 204046715.
23. Terms, agreements, provisions, conditions, obligations and easements as contained in Subdivision Improvement Agreement, recorded at Reception No. 204099896. Amendment recorded June 30, 2006 at Reception No. 206097066.
24. Terms, agreements, provisions, conditions and obligations as contained in Bylaws of Courtyard at Woodmen Hills West Homeowners Association, Inc. recorded June 16, 2004 at Reception No. 204099897.
25. 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 June

16, 2004 at Reception No. 204099898 and any and all amendments and/or supplements thereto. Assignment recorded December 22, 2011 at Reception No. 211127340. Amendment recorded May 2, 2014 at Reception No. 214037035.

- 26. Right(s) of way, including its terms and conditions, whether in fee or easement only, as reserved in instrument recorded October 7, 2004 at Reception No. 204168987.**
- 27. Notes, easements and restrictions as shown on the plat of said subdivision recorded June 16, 2004 at Reception No. 204099900.**
- 28. Terms, agreements, provisions, conditions and obligations as contained in Intergovernmental Agreement Woodmen Hills Detention Basin recorded June 16, 2004 at Reception No. 204099903.**

Legacy Title Group, LLC

Commitment No. 22439LTG

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

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.

Legacy Title Group, LLC
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Legacy Title Group, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.