

Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date: **09/13/2024**
File No: **1884COR**
Property Address: **525 S. Page Rd, , CO**
Buyer\Borrower: **FOR INFORMATION ONLY**
Seller: **Debra K. Osban**

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

Escrow Officer:	Donsa Bragg
Not Applicable	Core Title Group LLC
Core Title Group LLC	101 S. Sahwatch Street, Suite 212
101 S. Sahwatch Street, Suite 212	Colorado Springs, CO 80903
Colorado Springs, CO 80903	Phone: 719-219-8500
Phone: 719-219-8500	

E-Mail:
Processor: **Lori Plank**
E-Mail: **LPlank@coretitlegroupllc.com**

Copies Sent to:

Buyer:
FOR INFORMATION ONLY

Seller:
Debra K. Osban

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Surveyor

Drexel, Barrell & Co.

101 S. Sahwatch St., Suite 100

Colorado Springs, CO 80903

Phone: 719-260-0887

Contact: Peter Van Steenburgh

Email: pvansteenburgh@drexelbarrell.com

Changes: Amend Effective Date

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

101 S. Sawatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-219-8500 Fax: 719-425-2725

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.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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, Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500



By: [Signature]
Mary O'Donnell - President

Attest: [Signature]
Donald A. Berube - 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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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.

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.

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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>.

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has 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 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **1884COR**
Amendment No: **1884COR-C2****SCHEDULE A**1. Commitment Date: **September 5, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<u>Working Commitment Search End</u>	\$	250.00
Total:	\$	250.00

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:

Debra K. Osban

5. The Land is described as follows:

The South one-half of the South one-half of Lot 8 in Rolling Hills Ranch Estates, Filing No. 1, County of El Paso, State of Colorado.

For Informational Purposes Only:

525 S. Page Rd, , COAPN: **3418001018**Countersigned
Core Title Group LLCBy: Donsa Bragg**Donsa Bragg**

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SCHEDULE B, PART I - Requirements

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.

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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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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"
9. Matters as shown on the plat of said subdivision recorded July 18, 1966 in [Book I2 at Page 72](#).
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 September 15, 1966 in [Book 2148 at Page 507](#) and June 11, 1968 in [Book 2238 at Page 658](#) and any and all amendments and/or supplements

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thereto.

11. Right of Way and/or Easement, given to Mountain View Electric Association, Inc., recorded June 9, 1971 in [Book 2413 at Page 893](#) and Notice regarding underground facilities recorded May 9, 1983 in [Book 3718 at Page 812](#).
12. Grant of Right of Way recorded December 13, 1971 in [Book 2455 at Page 9](#).
13. Grant of Right of Way recorded December 20, 1982 in [Book 3649 at Page 398](#).
14. Order and decree creating Ellicott Metropolitan District recorded February 11, 1997 at [Reception No. 97015577](#).
15. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

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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Core Title Group LLC

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: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"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

"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.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

PROTECTIVE COVENANTS FOR ROLLING HILLS RANCH ESTATES, FILING NO. 1
EL PASO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF

TO WHOM IT MAY CONCERN:

The Undersigned, ROLLING HILLS INVESTMENT, INC., RONALD RAPP and ARTHUR D. JENNINGS, fee owners of the following described real property duly platted as Rolling Hills Ranch Estates, Filing No. 1, El Paso County, Colorado, except the Northerly 330 feet of Lots 1 and 5 thereof, as said Plat is now recorded in Book I-2 Page 72 of the records of the Clerk and Recorder of El Paso County, Colorado, hereby makes the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said Addition may be put, hereby specify that said declarations shall constitute Covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners in said Addition and within the area adjacent, this Declaration of Restrictions being designated for the purpose of keeping said Addition desirable, uniform and suitable in use as herein specified.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than single family dwellings, not to exceed two and one-half stories in height, private garages and such outbuildings necessary for residential and agricultural use.

2. LOT AREA AND WIDTH: No residential use shall be made of any lot area or part of a lot area under single ownership of less than one acre. No residential use shall be made of any lot having a width of less than 125 feet at the minimum front building setback line.

3. LOCATION OF BUILDINGS: No building shall be located on any lot nearer to any front or rear lot line than 35 feet, or nearer than 25 feet to any side lot line.

4. No building, structure or fences shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural and Building Control Committee proposed of (1) HUBERT E. INGELS, (2) CHARLES BRADLEY, (3) ARNOLD BURTON. The Committee's approval or disapproval as

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required in these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after Plans and Specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to the Committee any of its powers and duties.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. NUISANCE: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

9. OIL AND MINERAL OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas

shall be erected, maintained or permitted on any lot.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless said system is designed, located and constructed in accordance with the requirements, standards and recommendations of the El Paso County Health Authority. Approval of such system before being installed shall be obtained from such authority.

12. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge, or shrub planting (which obstructs sight lines at elevations between 2 and 6 feet above roadway) shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, property lines and a line connecting at a point 25 feet from the intersection of the nearest street boundary lines, or in the case of a rounded corner, from the intersection of the street boundary lines as extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height (minimum of 6 feet) to prevent obstruction of such sight line.

13. GENERAL PROVISIONS:

(a) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these Covenants are recorded, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of individual lots or parcels of land, it is agreed to change said Covenants in whole or in part.

(b) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real estate situated in said development or subdivision to prosecute any persons at law or in equity against the person or persons violating or attempting to violate any such

Received at 9:45 o'clock A.M. DEC 13 1971

Reception No. 849201 HARRIET BEALS

BOOK 2455 PAGE 09

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That Gary Mooney and Shirley Mooney

618 Alexander Road, Colorado Springs, Colorado 80909

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, subject to said being xxxxxxxxxx feet on each side of the following described center line xxx

5 1/2 of the S 1/2 of Lot 8 in Rolling Hills Ranch Estates filing #1

W 1/2 SECTION 18 TOWNSHIP 14 SOUTH RANGE 63 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.

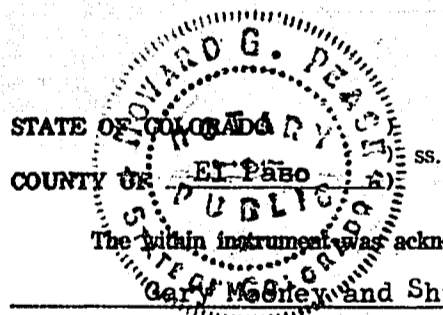
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, 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 4th day of November, 1971.

Gary Mooney (SEAL)
Shirley Mooney (SEAL)



The within instrument was acknowledged before me this 4th day of November, 1971 by Gary Mooney and Shirley Mooney

My commission expires June 16, 1971

WITNESS my hand and official seal

Howard G. Peace
Notary Public

Rolling Hills Estates

Replaces: F/A C. E. District No. 3

Record

RB

183
15
1

EL PASO COUNTY CLERK & RECORDER

FILED IN DISTRICT COURT
EL PASO COUNTY, COLORADO

DEC 12 1995

MAHONEY
Clerk

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO
AND STATE OF COLORADO

Civil Action No. 95CV1540 Div. 7

IN RE THE ORGANIZATION OF)
ELLICOTT METROPOLITAN)
DISTRICT, EL PASO COUNTY)
COLORADO)

ORDER AND DECREE
CREATING DISTRICT

This matter coming on to be heard in open Court, and it appearing that the election, held on the 7th day of November, 1995, at which there was submitted the matter of the organization of the Ellicott Metropolitan District, County of El Paso, Colorado, and the election of Directors for such District was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the 1st day of September, 1995;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order and Articles 1 to 13 of Title 1, C.R.S.; that all of said ballots were cast at said election by eligible electors of the District who were registered to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse owns taxable real or personal property within the proposed District, whether said person resides in the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

	<u>VOTES CAST</u>
For the organization of Ellicott Metropolitan District	309
AGAINST the organization of Ellicott Metropolitan District	133

That the following qualified persons were duly elected as directors of the District for the indicated terms:

<u>NAME</u>	<u>TERM</u>
Daniel K. Cleveland	Until the Next Regular Election
Ronald L. Meiklejohn	Until the Next Regular Election
Kelly Preisser	Until the Second Regular Election
J. Eric McRae	Until the Second Regular Election
Matthew M. Searle	Until the Second Regular Election

That all the provisions of law, and more particularly all of the requirements of Title 32, Article 1, and Title 1, Articles 1 to 13, Colorado Revised Statutes, have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDERS AND DECREES that:

The District has been duly and regularly organized and shall be known as "Ellicott Metropolitan District", in the County of El Paso, Colorado.

The following eligible electors are hereby designated as the first Board of Directors of the District:

Daniel K. Cleveland	Until the Next Regular Election
Ronald L. Meiklejohn	Until the Next Regular Election
Kelly Preisser	Until the Second Regular Election
J. Eric McRae	Until the Second Regular Election
Matthew M. Searle	Until the Second Regular Election

The District is located in the County of El Paso, Colorado, and is more particularly described in Attachment A hereto.

The District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation.

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of the County of El Paso, and to the County Assessor of the County of El Paso, true and correct copies of this Order and Decree, for filing in their offices. Notice of the completion of the organization of the District shall be filed in duplicate and recorded with the County Clerk and Recorder of the County of El Paso, and a certified duplicate copy of said Notice filed with the Division of Local Government of the State of Colorado.

Done this 12th day of December, 1995.

BY THE COURT:

James M. Frail

 Judge

State of Colorado, County of El Paso
 Certified to be a true and correct
 copy of the original in my custody.

FEB 11 1997
 MARCO A. MCNEILL
 Clerk of the Court
 By *Adette Collier* Deputy

LEGAL DESCRIPTION of Ellicott, School District No. 22, in the county of El Paso and State of Colorado.

Ellicott School District No. 22, consists of all territory within a boundary described as follows (all Townships (T) are south of the 40 Base Line and all Ranges (R) are west of the 6th Principal Meridian):

1. Beginning at the NE corner of Sec. 9, T. 13S, R. 62W;
2. Thence south to the SE corner of Sec. 16, T. 13S, R. 62W;
3. Thence east to the NE corner of Sec. 22; T. 13S, R. 62W;
4. Thence south to the SE corner of Sec. 27, T. 13S, R. 62W;
5. Thence east to the N 1/4 corner of Sec. 35, T. 13S, R. 62W;
6. Thence south to the S 1/4 corner of Sec. 35, T. 13S, R. 62W;
7. Thence east to the SW corner of Sec. 36, T. 13S, R. 62W;
8. Thence north to the NW corner of said Sec. 36, T. 13S, R. 62W;
9. Thence east to the NE corner of Sec. 36, T. 13S, R. 62W;
10. Thence south to the SE corner of Sec. 1, T. 14S, R. 62W;
11. Thence west to the SE corner of Sec. 3, T. 14S, R. 62W;
12. Thence south to the SE corner of Sec. 34, T. 14S, R. 62W;
13. Thence east to the NE corner of Sec. 1, T. 15S, R. 62W;
14. Thence south to the SE corner of the NE 1/4 of the SE 1/4 of Sec. 25, T. 15S, R. 62W;
15. Thence west to the W. line of Sec. 25, T. 15S, R. 62W;
16. Thence south to the SW corner of Sec. 25, T. 15S, R. 62W;
17. Thence west to the SW corner of Sec. 27, T. 15S, R. 64W;
18. Thence north to the SE corner of the NE 1/4 of the SE 1/4 of Sec. 28, T. 15S, R. 64W;
19. Thence west to the W line of Sec. 30, T. 15S, R. 64W;
20. Thence north to the NW corner of Sec. 19, T. 14S, R. 64W;
21. Thence west to the N 1/4 corner of Sec. 21, T. 14S, R. 65W;
22. Thence south to the S 1/4 corner of Sec. 21, T. 14S, R. 65W;
23. Thence west to the S 1/4 corner of Sec. 20, T. 14S, R. 65W;
24. Thence north to the center of Sec. 20, T. 14S, R. 65W;
25. Thence east to the E 1/4 corner of Sec. 20, T. 14S, R. 65W;
26. Thence north to the NW corner of Sec. 9, T. 14S, R. 65W;
27. Thence east to the S 1/4 corner of Sec. 2, T. 14S, R. 64W;
28. Thence north to the N 1/4 corner of Sec. 2, T. 14S, R. 64W;
29. Thence east to the NE corner of Sec. 1, T. 14S, R. 64W;
30. Thence north to the W 1/4 corner of Sec. 30, T. 13S, R. 63W;
31. Thence east to the center of Sec. 30, T. 13S, R. 63W;
32. Thence north to the N 1/4 corner of Sec. 30, T. 13S, R. 63W;
33. Thence east to the S 1/4 corner of Sec. 20, T. 13S, R. 63W;
34. Thence north to the N 1/4 corner of Sec. 20, T. 13S, R. 63W;
35. Thence west to the SW corner of Sec. 17, T. 13S, R. 63W;
36. Thence north to the NW corner of Sec. 8, T. 13S, R. 63W;
37. Thence east to the beginning point.

ROLLING HILLS RANCH ESTATES FILING NO. 1

EL PASO COUNTY COLORADO

KNOW ALL MEN BY THESE PRESENTS: That Rolling Hills Investment Company Inc. a Colorado Corporation, Hubert Ingels, President and Donald Merrigan, Secretary;

; Billy C. Page and Ruth M. Page being owners of a tract of land described as follows: The West 1/2 of Section 18, Township 14 South, Range 63 West of the 6th P.M.: Excepting therefrom the following described tract of land for highway right of way: Beginning at the Northeastly corner of the West 1/2 of the aforementioned Section 18; thence Westerly along the Northerly line of the West 1/2 of the aforementioned Section 18 a distance of 2630.74 feet to the Northwestly corner of the West 1/2 of the aforementioned Section 18; thence angle left Southerly 90°14'37" a distance of 15 feet; thence angle left Easterly 89°35'15" a distance of 2630.84 feet; thence angle left Northerly 90°32'38" a distance of 22.76 feet more or less to the point of beginning. Said Platted Portion containing 318.417 Acres more or less; have caused said tract to be surveyed and platted into lots, blocks, and streets as shown on this plat, which plat is drawn to a fixed scale as indicated thereon and accurately sets forth the boundry and dimensions of said tract and the location of said lots, blocks, and streets, and which tract so platted shall be known as ROLLING HILLS RANCH ESTATES, FILING NO. 1 El Paso County, Colorado. All streets as platted are hereby dedicated to public use. The undersigned owners personally covenants and agrees at their own expense to lay out, grade, and gravel all platted streets and provide proper drainage for same, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. All Right of Way and Easements shown on this plat are hereby dedicated to public use. It shall be the responsibility of the individual property owners to furnish their own water and sanitation to comply with the requirements of the state of Colorado, Department of Public Health.

IN WITNESS WHEREOF:

The undersigned have agreed to the above and foregoing statements and have executed these presents.

Billy C. Page Ruth M. Page
BILLY C. PAGE RUTH M. PAGE

IN WITNESS WHEREOF:

The undersigned have executed these presents and have hereunto set their hands and corporate seal this 15th day of June A.D. 1966 ROLLING HILLS INVESTMENT COMPANY INC.

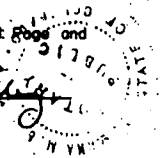
By Hubert Ingels Attest Donald Merrigan
HUBERT INGELS, President DONALD MERRIGAN, Secretary



STATE OF COLORADO COUNTY OF EL PASO

The above and foregoing statement was acknowledged before me this 15th day of June A.D. 1966 by Billy C. Page, Ruth M. Page and the following officers of the Rolling Hills Investment Company Inc, Hubert Ingels, President and Donald Merrigan, Secretary.

Witness my hand and official seal: My commission expires Nov. 5, 1966 Notary Public John M. Baileys



Approved by the El Paso County Planning Commission this 14th day of July A.D. 1966

Chairman of the Board Wilburaine

Approved by the El Paso County Planning Engineer this 18th day of July A.D. 1966

County Engineer, Planning Arnold B. Craig

The accompanying plat is approved for filing as to drainage and related matters.

County Engineer Thomas Jensen



The undersigned Registered Land Surveyor in the State of Colorado hereby certifies that this plat was surveyed and drawn under his supervision and that the said plat shows accurately the described tract of land and the subdivision thereof to the best of his knowledge and belief.

L. E. Hale Registered Land Surveyor No. 2372

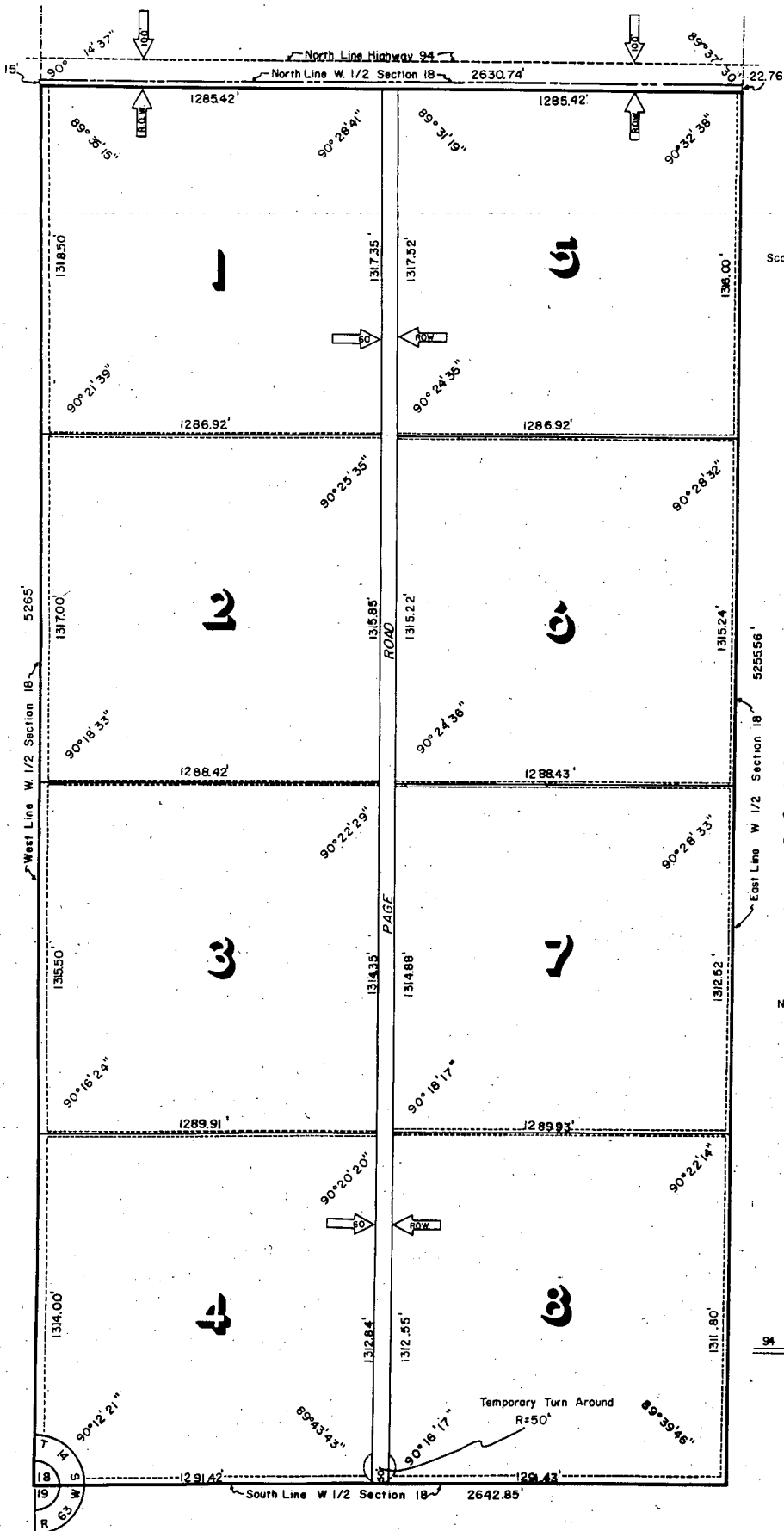
STATE OF COLORADO COUNTY OF EL PASO

I hereby certify that this instrument was filed for record in the office of the clerk and recorder at 9:25 o'clock A.M. this 18th day of July A.D. 1966 and is duly recorded in plat book T-2 at page 72.

Reception No. 490054 Harriet Beals, Recorder
Fee \$10.00 By Jewel Bailey Deputy

ROLLING HILLS RANCH ESTATES FILING NO. 1

EL PASO COUNTY COLORADO

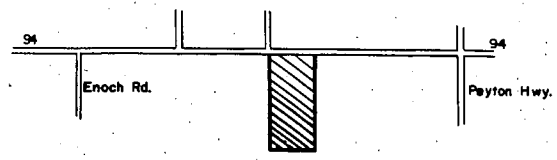


Scale: 1" = 300'

RECORDED 7/18/66 IN
 BOOK I-2 AT PAGE 72
 OR FILE NO. _____
 UNDER RECEPTION NO. 290054
 OF THE RECORDS OF EL PASO
 COUNTY, COLORADO

NOTE: EASEMENTS: (As Shown)
 WEST and SOUTH Boundaries 30'
 EAST Boundary 20'
 INTERIOR Lot Lines 10' either side

VICINITY MAP Scale 1" = 1 mile



JUN 11 1968

BOOK 2238 PAGE 658

received at 11:30 o'clock A.M.,
Recorded No. 606541 HARRIET BEALS

PROTECTIVE COVENANTS

PART A - PREAMBLE

On this 10th day of ~~January~~^{June}, 1968, for the purpose of protecting the present and future property values of the properties in ROLLING HILLS RANCH ESTATES, FILING NO. 1, El Paso County, Colorado, except the northerly 330 feet of Lots 1 and 5 thereof, as said plat is now recorded in Book I-2 at Page 72 of the records of the Clerk and Recorder of El Paso County, Colorado; the undersigned owners of said properties hereby amend those Protective Covenants dated the 14th day of September, 1966, in the following particulars:

1. LAND USE AND BUILDING TYPE: Amend by adding after the word "building", the following: "or mobile home".
3. LOCATION OF BUILDINGS: Amend by adding after the word "building", the following: "or mobile home".
4. Amend by adding after the word "building", the following: "or mobile home".
6. TEMPORARY STRUCTURES: Amend by adding after the word "trailer", the following: "except approved mobile home".

IN WITNESS WHEREOF, the following owners of real property in said ROLLING HILLS RANCH ESTATES, FILING NO. 1, El Paso County, Colorado, who constitute a majority of the owners of lots or parcels of land in said subdivision, have hereunto affixed their hands and seals.

Benjamin M. Cooper
Benjamin M. Cooper

Dorothy F. Cooper
Dorothy F. Cooper

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Clifford R. Loterbauer
Clifford R. Loterbauer

Margaret A. Loterbauer
Margaret A. Loterbauer

Earl Joseph Maisonneuve
Earl Joseph Maisonneuve

Mary Virginia Maisonneuve
Mary Virginia Maisonneuve

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ARDIS W. SCHMITT
El Paso County Clerk/Recorder

NOTICE PURSUANT TO 1973 COLORADO REVISED STATUTES
9-1.5-103(1), CONCERNING UNDERGROUND FACILITIES

18.00

MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

11140 East Woodmen Road
Peyton, Colorado 80908
Telephone: 495-2283

1655 - 5th Street
P. O. Drawer "M"
Limon, Colorado 80828
Telephone: 775-2861

Pursuant to 1973 Colorado Revised Statutes 9-1.5-103(1), MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. hereby gives notice of the following information:

1. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. is a public utility rendering electric service to the public. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. owns, operates and maintains underground electric cables and facilities within the County of El Paso, State of Colorado.

2. MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. serves the following areas in El Paso County, Colorado, in which it owns, operates and maintains underground electric cables and facilities:

- (1) Township 11 South, Range 67 West,
Sections 1-2-3 & 10 through 36.
- (2) Township 12 South, Range 67 West,
Section 1.
- (3) Township 11 South, Range 66 West,
Sections 1 through 36, inclusive.
- (4) Township 12 South, Range 66 West,
Sections 1 through 29, inclusive.
- (5) Township 13 South, Range 66 West,
Sections 12 & 13.
- (6) Township 11 South, Range 65 West,
Sections 1 through 36, inclusive.
- (7) Township 12 South, Range 65 West,
Sections 1 through 29, inclusive,
and 32-33-34-35 & 36.
- (8) Township 13 South, Range 65 West,
Sections 1 through 18, inclusive,
and 20-21-22-23-24-25-26-27-28-29-
32-33-34-35 & 36.
- (9) Township 14 South, Range 65 West,
Sections 1-2-3-4-5-6-9-10-11-12-
13-14-15-16-21-22-23-24-25-26-27-
28-33-34-35-36.
- (10) Township 15 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-33-
34-35-36.
- (11) Township 16 South, Range 65 West,
Sections 1-2-3-4-9-10-11-12-13-14-
15-16-21-22-23-24-25-26-27-28-29-
32-33-34-35-36.
- (12) Township 17 South, Range 65 West,
Sections 1 through 36, inclusive.
- (13) Township 11 South, Range 64 West,
Sections 1 through 36, inclusive.

- (14) Township 12 South, Range 64 West,
Sections 1 through 36, inclusive.
- (15) Township 13 South, Range 64 West,
Sections 1 through 36, inclusive.
- (16) Township 14 South, Range 64 West,
Sections 1 through 36, inclusive.
- (17) Township 15 South, Range 64 West,
Sections 1 through 36, inclusive.
- (18) Township 16 South, Range 64 West,
Sections 1 through 36, inclusive.
- (19) Township 17 South, Range 64 West,
Sections 1 through 36, inclusive.
- (20) Township 11 South, Range 63 West,
Sections 1 through 36, inclusive.
- (21) Township 12 South, Range 63 West,
Sections 1 through 36, inclusive.
- (22) Township 13 South, Range 63 West,
Sections 1 through 36, inclusive.
- (23) Township 14 South, Range 63 West,
Sections 1 through 36, inclusive.
- (24) Township 15 South, Range 63 West,
Sections 1 through 36, inclusive.
- (25) Township 16 South, Range 63 West,
Sections 1 through 36, inclusive.
- (26) Township 17 South, Range 63 West,
Sections 1 through 36, inclusive.
- (27) Township 11 South, Range 62 West,
Sections 1 through 36, inclusive.
- (28) Township 12 South, Range 62 West,
Sections 1 through 36, inclusive.
- (29) Township 13 South, Range 62 West,
Sections 1 through 36, inclusive.
- (30) Township 14 South, Range 62 West,
Sections 1 through 36, inclusive.
- (31) Township 15 South, Range 62 West,
Sections 1 through 36, inclusive.
- (32) Township 16 South, Range 62 West,
Sections 1 through 36, inclusive.
- (33) Township 17 South, Range 62 West,
Sections 1 through 36, inclusive.
- (34) Township 11 South, Range 61 West,
Sections 1 through 36, inclusive.
- (35) Township 12 South, Range 61 West,
Sections 1 through 36, inclusive.

- (36) Township 13 South, Range 61 West,
Sections 1 through 36, inclusive.
- (37) Township 14 South, Range 61 West,
Sections 1-2-3-4-5-6-7-8-9-10-11-
12-13-14-15-16-17-18-20-21-22-23-
24-25-26-27-28-29-34-35-36.
- (38) Township 11 South, Range 60 West,
Sections 1 through 36, inclusive.
- (39) Township 12 South, Range 60 West,
Sections 1 through 36, inclusive.
- (40) Township 13 South, Range 60 West,
Sections 1 through 36, inclusive.
- (41) Township 14 South, Range 60 West,
Sections 1 through 36, inclusive.
- (42) Township 15 South, Range 60 West,
Sections 1-3-4-5 & 6.

Including the following Subdivisions:

Academy East
 Anderosa Estates
 Antelope Acres
 Arrowhead Acres
 Arrowwood
 Beacon Heights
 Big Pine Estates
 Bissell
 Black Forest Country Club
 Black Forest Park
 Black Squirrel Creek Park
 Black Squirrel Park
 Blue Sage
 Briarhaven
 Bridle Bit Ranch
 Canterbury East
 Canterbury West
 Chaparral
 Chaparral Hills
 Cimarron - Eastridge
 Cimarron - Eastridge Townhomes
 Cimarron - Westridge
 Corral Ranches
 Country Ridge Estates
 Curtis Estates
 D-Cross-D
 Deer Creek Estates
 Donala
 Eastridge Townhomes
 Elk Creek Ranches
 Equestrian Country
 Falcon Forest
 Falcon Hills
 Falcon Ranches
 Forest Green
 Forest Heights
 Forest Highlands
 Forest View Acres
 Green Mt. Ranch Estates
 Happy Landing Estates
 Harmon Hills

Holiday Hills
Jan Lee Estates
Kingswood
Knollwood Estates
Lake Woodmoor Townhouses
Latigo
McClintock Station
Meadow Lake Airport
Meadow Lake Estates
Mining Museum #1
Monument Hills
Mount Herman Estates
Overlook Estates
Panoramic Acres
Park Forest Estates
Pawnee Rancheros
Peaceful Valley Country Club Estates
Peaceful Valley Estates
Peaceful Valley Lake Estates
Peyton Pines
Peyton Ranches
Pine Acres
Pine Bluff Estates
Pine Cone Acres
Pine Glen
Pine Hills
Pine Ridge
Pine Wood
Pioneer Village
Pleasant View Estates
Ponderosa Acres
Rancho Industrial Park
Range View Estates
Raspberry Mountain
Reata
Red Rock Ranch
Richardson
Rolling Hills Ranch Estates
Rolling Ridge Rancheros
Shamrock Hills
Shasta Acres
Shiloh Pines
Silver Hills
Shyder
South Forest
Southwood
Spring Crest
Spring Park
Spring Valley
Stillman
Statecoach Springs Estates
Sundance Estates
Sun Hills
Sunny Slope Estates
Sunrise Ranchettes
Table Rock Ranch
Tall Pine
The Dunes at Woodmoor
The Meadows
The Peninsula at Woodmoor
The Woodlands
Timber Lake Estates
Top o' The Moor
Toy Ranches
Vista Clara Villas
Wakonda Hills
Walden
West View Estates

Wildridge
 Wildwood
 Wildwood Ranch Estates
 Wildwood Village
 Willow Springs Estates
 Woodlake
 Woodmoor
 Woodmoor Business
 Woodmoor Country Club
 Woodmoor Forest
 Woodmoor Greens
 Woodmoor Highlands
 Woodmoor Hills
 Lake Woodmoor
 Woodmoor Lode
 Woodmoor Meadows
 Woodmoor Nugget
 Woodmoor Oaks
 Woodmoor Placer
 Woodmoor Ridge
 Woodmoor Summit
 Woodmoor Vista
 Wood Crest

And including the following Towns:

- (1) Town of Monument, Colorado
- (2) Town of Peyton, Colorado
- (3) Town of Calhan, Colorado
- (4) Town of Elbert, Colorado
- (5) Town of Falcon, Colorado
- (6) Town of Ramah, Colorado

3. Anyone concerned with the locations of the underground facilities of MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. may obtain information concerning the exact location of its underground cables and facilities from the following person or persons:

DURING REGULAR BUSINESS HOURS
MONDAY THROUGH THURSDAY
 7:00 A.M. to 5:30 P.M.

AT LIMON, COLORADO

NAME: Rodney K. Broome
 JOB TITLE: Chief Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

NAME: Loren Gilchrist
 JOB TITLE: Engineer
 ADDRESS: 1655 - 5th Street, Limon, Colorado 80828
 TELEPHONE NO.: 775-2861

AT COLORADO SPRINGS, COLORADO

NAME: Howard Pease
 JOB TITLE: Engineering Coordinator
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

NAME: K. C. Tyler
 JOB TITLE: District Superintendent
 ADDRESS: 11140 East Woodmen Road
 Peyton, Colorado 80908
 TELEPHONE NO.: 495-2283

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GRANT OF RIGHT OF WAY

BOOK 3649 PAGE 398

300

KNOW ALL MEN BY THESE PRESENTS, That Inez M. Miller and Harold W. Miller, 809 Mira Drive, Colorado Springs, Colorado

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 Colorado Springs, 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, and along a strip of land 20 feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado, said strip of land being 10 feet on each side of the following described center line, to-wit:

NE 1/4 SECTION 18 TOWNSHIP 14 SOUTH RANGE 63 WEST The W 1/2 and the NE 1/4 of Section 18, the E 1/2 and the E 1/2 of the SW 1/4 of Section 17, except 2 acres in square form in the NE corner of the NE 1/4 of said Section 17, all in Township 14 South, Range 63 West of the 6th P.M. 880 acres M/L

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.

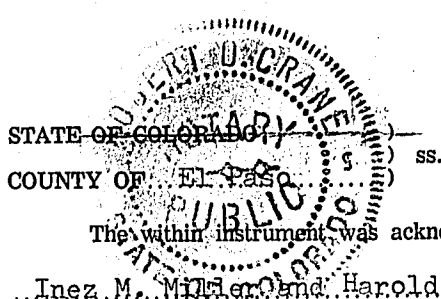
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, 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 19th day of June, A.D. 1964

X Inez M. Miller (SEAL) X Harold W. Miller (SEAL)



STATE OF COLORADO COUNTY OF El Paso ss. The within instrument was acknowledged before me this 19th day of June, 1964 by Inez M. Miller and Harold W. Miller

My commission expires March 20, 1965

WITNESS my hand and official seal

Robert W. Crane Notary Public

Replaces: J. I. Singleton C. E. 4/21/48 District No. 3