

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

Transmittal Information

Date: 12/19/2019
File No: 64749ECS
Property Address: 9622 Emerald Vista Drive, Peyton, CO 80831
Buyer\Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
Seller: Reunion Homes, Inc., a Colorado corporation
Bryan M. Wilhelm and Sarah M. Wilhelm

For changes and updates please contact your Title officer:

Laura Florek
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: 719-520-0191
Fax: 719-955-7077
E-mail: lflorek@etinv.com

Customer:
Reunion Homes, Inc.
P. O. Box 38939
Colorado Springs, CO 80937
Phone: 719-203-5448 Fax: 719-203-5448
Attn: Grant Langdon
DELIVERED VIA: E-MAIL

Buyer:
Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

DELIVERED VIA: AGENT

Seller:
Reunion Homes, Inc., a Colorado corporation
P.O. Box 38939
Colorado Springs, CO 80937
DELIVERED VIA: E-MAIL

Bryan M. Wilhelm and Sarah M. Wilhelm

DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

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



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

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

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

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

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

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

What can I do to protect myself?

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

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



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:
Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919

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/>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **December 9, 2019, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

Additional Search Fee	\$	50.00
Additional Search Fee	\$	50.00
<hr/>		
Total:	\$	100.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Reunion Homes, Inc., a Colorado corporation, as to Parcel A
Bryan M. Wilhelm and Sarah M. Wilhelm, as to Parcel B

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

Parcel A:

Lot 110, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

Parcel B:

Lot 111, The Vistas Filing No. 1 at Meridian Ranch, County of El Paso, State of Colorado.

For Informational Purposes Only: **9622 Emerald Vista Drive, Peyton, CO 80831**

Countersigned
Empire Title of Colorado Springs, LLC

By:

Laura Florek

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COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

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. *OK*
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Release by the Public Trustee of the County of El Paso of the Deed of Trust from Bryan M. Wilhelm and Sarah M. Wilhelm, for the use of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Cardinal Financial Company, to secure \$422,197.00 dated July 9, 2019 recorded July 10, 2019 at Reception No. 219077770. (Affects Parcel B)** *✓ OK Note on plat lien holder.*
6. 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.

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NOTE: Said document must be executed by an Officer of the Corporation or other authority as designated by the By-Laws or by Corporate Resolution.

7. 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.

8. Release by the Public Trustee of the County of El Paso of the Deed of Trust from Reunion Homes, Inc., a Colorado Corporation and Maple Leaf Homes, a Colorado Corporation and RH Mesa Ridge, LLC a Colorado limited liability company, for the use of Kirkpatrick Bank, to secure \$253,185.00 dated October 7, 2019 recorded October 17, 2019 at **Reception No. 219129220**.

NOTE: Disbursers Notice recorded October 17, 2019 at **Reception No. 219129221**, given in connection with the above Deed of Trust.
(Affects Parcel A)



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 unfilled 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.*
- E. 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.
- F. Evidence satisfactory to the Company that Stormwater Fees are paid current, if applicable.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the

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date of this commitment is (are) as follows:

Deed recorded February 19, 2019 as **Reception No. 219017137**. (Parcel A)

Deed recorded July 10, 2019 as **Reception No. 219077769**. (Parcel B)

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.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy 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. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed for Right of Way to Colorado Telephone Company, recorded January 9, 1905 at [Reception No. 123170](#) in [Book 358 at Page 542](#).
10. Effect, if any of inclusion, of subject property in the Black Squirrel Soil Conservation District, as set forth in instrument recorded July 29, 1947 in [Book 957 at Page 373](#). (764887)
11. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in [Book 6845 at Page 751](#).
NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at [Reception No. 205199581](#).

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12. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-260, by and before the Board of El Paso County Commissioners, State of Colorado, recorded August 16, 2000 at [Reception No. 200097484](#) and rerecorded September 12, 2000 at [Reception No. 200109261](#).
13. Any assessment or lien of Meridian Service Metropolitan District as disclosed by the instrument recorded November 8, 2000 at [Reception No. 200135889](#) and re-recorded March 21, 2003 at [Reception No. 203057352](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-79 recorded February 7, 2001 at [Reception No. 201015523](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at [Reception No. 201029135](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at [Reception No. 201114563](#).
17. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at [Reception No. 201166986](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Meridian Ranch Overall PUD Development Plan recorded December 26, 2001 at [Reception No. 201189274](#).
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 02-31 recorded March 25, 2002 at [Reception No. 202047059](#).
20. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded September 16, 2002 at [Reception No. 202156315](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at [Reception No. 203153360](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Determination of Right No. 230-BD recorded July 3, 2003 at [Reception No. 203153361](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169463](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169464](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169465](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).

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26. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at [Reception No. 203169466](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at [Reception No. 205036170](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-29 recorded February 2, 2004 at [Reception No. 204019135](#), Resolution No. 04-30 recorded at [Reception No. 204019136](#) and Resolution No. 04-31 recorded at [Reception No. 204019137](#).
28. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-18 recorded October 14, 2005 at [Reception No. 205164693](#) and Resolution No. 05-17 recorded at [Reception No. 205164694](#).
29. Covenants, conditions and restrictions recorded February 1, 2006 at [Reception No. 206016492](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment and Supplements thereto recorded September 27, 2011 at [Reception No. 211093737](#); recorded March 22, 2012 at [Reception No. 212032291](#); recorded March 22, 2013 at [Reception No. 213037874](#); recorded November 20, 2013 at [Reception No. 213140638](#) and re-recorded November 27, 2013 at [Reception No. 213143445](#); recorded October 2, 2014 at [Reception No. 214090164](#); recorded July 21, 2015 at [Reception No. 215077619](#); recorded October 6, 2015 at [Reception No. 215108840](#) and correction recorded April 20, 2016 at [Reception No. 216041263](#); recorded May 9, 2016 at [Reception No. 216049190](#); recorded May 10, 2017 at [Reception No. 217053818](#).
30. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-555 recorded May 24, 2006 at [Reception No. 206076349](#).
31. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded August 17, 2006 at [Reception No. 206121917](#) and at [Reception No. 206121919](#).
32. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded November 24, 2008 at [Reception No. 208125912](#).
33. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan recorded March 20, 2013 at [Reception No. 213036329](#).
34. Any assessment ^{DL} or lien of Meridian Ranch Metropolitan District as disclosed by the instrument recorded December 29, 2014 at [reception No. 214119306](#).
35. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-252 recorded July 18, 2016 at [Reception No. 216078700](#).
36. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-403 recorded November 16, 2016 at [Reception No. 216133224](#).
37. The effect of the Vistas Filing 1 at Meridian Ranch PUD/Preliminary Plan recorded May 10, 2017 at Reception

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No. 217053817.

38. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded May 10, 2017 at [Reception No. 217053819](#).
39. Notes, easements and restrictions as shown on the plat of said subdivision recorded May 10, 2017 at [Reception No. 217713953](#).
40. Reservations as contained in Deed from GTL, Inc. recorded November 19, 2018 as [Reception No. 218134049](#).
41. Reservations as contained in Deed from GTL, Inc. recorded February 19, 2019 as [Reception No. 219017137](#).

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Empire Title of Colorado Springs, LLC

Commitment No. 64749ECS

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.

**Empire Title of Colorado Springs, 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 **Empire Title of Colorado Springs, 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.