

Issued By

Warranty Title, Inc.

(Member's Name)

5525 N Union Blvd, Suite 200 , Colorado
Springs Colorado 80918

(Address)

(719) 578-7878

(Telephone)



Attorneys
Title Guaranty
Fund, Inc.



ALTA Commitment Form (6/17/2006)

COMMITMENT FOR TITLE INSURANCE

Issued by

Attorneys Title Guaranty Fund, Inc.

Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for 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 the Commitment.

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

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

The Company will provide a sample of the policy form upon request.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

A handwritten signature in black ink, appearing to read "Eric R. Morgan". The signature is written in a cursive, flowing style.

ERIC R. MORGAN
PRESIDENT

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Gregory M. Olson, 5525 N Union Blvd, Suite 200 , Colorado Springs Colorado 80918, Phone: (719)
578-7878, Fax: (719) 314-0778

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquires actual knowledge of any defect lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action of 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 the Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://222.alta.org/> >.



COMMITMENT NO. PC201804004303 File No. WT180102

SCHEDULE A

1. Effective Date: 4/2/2018 at 7:45 A.M.

2. Policy or Policies to be issued:

Premium

A. ALTA Owner's Policy (06/17/06), Amount
Proposed Insured:

Certificate of Taxes Due

\$

Endorsements:

\$0.00

Additional Charges:

\$

Total

\$ 0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is vested in

4. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple

5. The land referred to in this Commitment is situate in the county of EL PASO, State of Colorado and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 8910 Ute Rd. and 5650 Winnemucca Rd., Cascade, Colorado 80809

Gregory M. Olson

Authorized Officer or Agent

2636

Member Number

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Gregory M. Olson, 5525 N Union Blvd, Suite 200 , Colorado Springs Colorado 80918, Phone: (719) 578-7878, Fax: (719) 314-0778

THIS COMMITMENT IS ISSUED SUBJECT TO THE STATEMENT OF TERMS,
CONDITIONS AND STIPULATIONS ATTACHED

COMMITMENT NO. PC201804004303 FILE No. WT180102

SCHEDULE B - Section 1 - Requirements

The following are the requirements to be complied with:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
- f. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- g. Receipt by the Company of the appropriate affidavit as to new construction and indemnifying the Company against any unfiled materialmen's or mechanic's liens.
- h. This commitment is being provided for platting reasons only and no policy will be issued.

Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).

Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that 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 inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).

American Land Title Association Commitment

**Attorneys
Title Guaranty
Fund, Inc.**

COMMITMENT NO. PC201804004303 FILE No. WT180102

SCHEDULE B - Section 2 - Exceptions

Schedule B of 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 by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
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 for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon compliance with underwriting requirements, exceptions numbered NONE will be omitted from the Final Policy to be issued hereunder.

6. Any and all notes, easements and recitals as disclosed on the plat of The Ute Pass Summer Homes Co Subdivision No. 1 recorded May 14, 1921.
7. 2nd 1/2 Taxes for the year 2017 not yet due or payable.
8. Deed of Trust from Eric C. Windesheim and Colleen L. Stiles, to the Public Trustee of the county in which the property is located, for the benefit of Peoples Mortgage Corporation, securing an original principal indebtedness of \$ 294,566.00, and any other amounts and/or obligations dated September 28, 2012, recorded on November 6, 2012 at Reception No. 212132192.
9. Deed of Trust from Donald J. Zytka and Eileen F. Zytka, to the Public Trustee of the county in which the property is located, for the benefit of Universal Lending Corporation, securing an original principal indebtedness of \$ 411,134.00, and any other amounts and/or obligations dated July 5, 2016, recorded on July 12, 2016 at Reception No. 216076607.
10. Any and all notes, easements and recitals as disclosed on the plat of Lot 92 and 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat recorded To Be Determined.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Note: Exception 4 of Schedule B, Section 2 of this Commitment may be deleted from the policy(s) to be issued hereunder upon compliance with the following conditions:

- A. The land described in Schedule A of this Commitment must be a single family residence, which includes a condominium or townhouse unit.
- B. No labor or materials may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 13 months.

COMMITMENT NO. PC201804004303 FILE No. WT180102

SCHEDULE B - Section 2 - Exceptions

- C. The company must receive payment of premium and the appropriate affidavit(s) indemnifying the company against mechanic's and materialmen's liens not filed.
- D. Any deviations from conditions A through C above is subject to such additional requirements or information as the company may deem necessary, or, at its option, the company may refuse to delete the exception.

Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.



Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

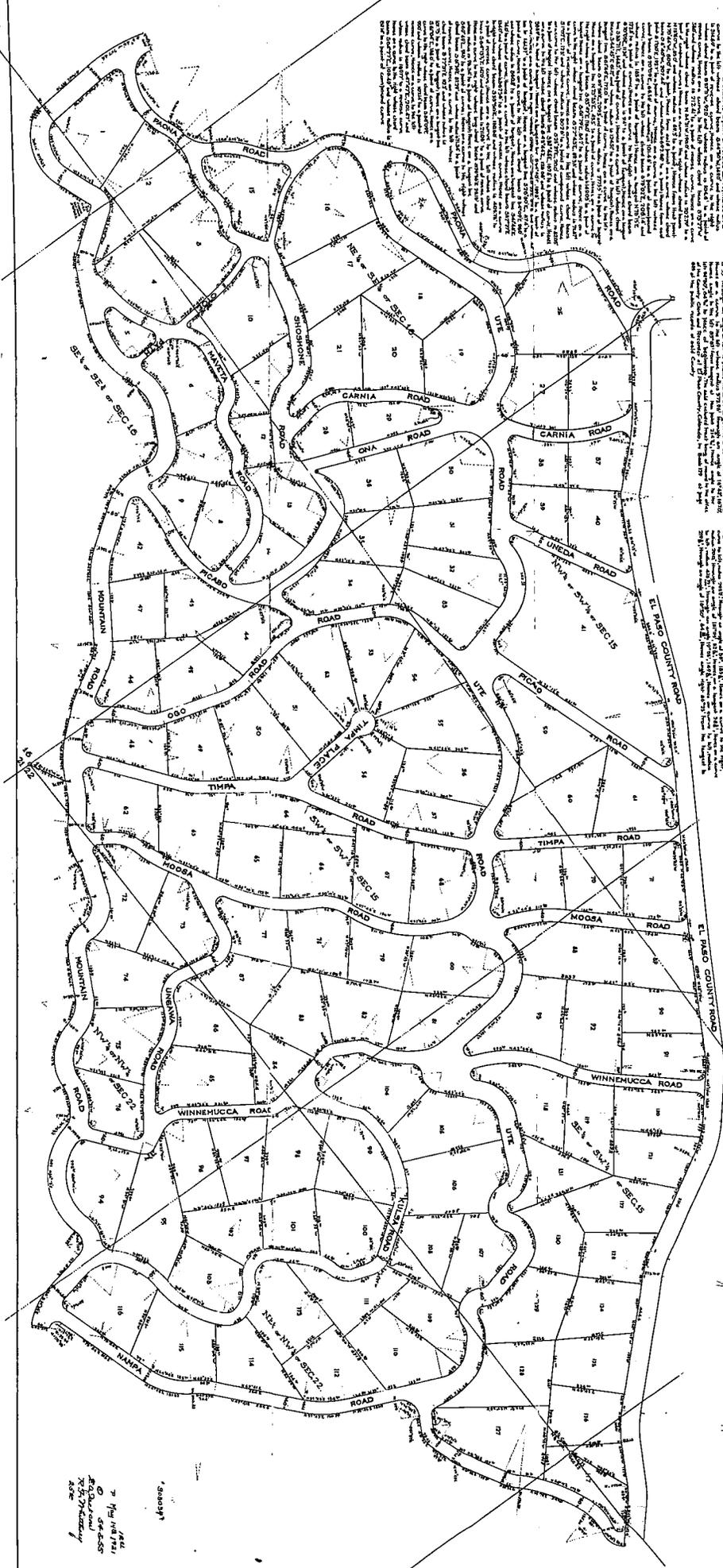
SCHEDULE C

File #: WT180102

Lot 92, The Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat, County of El Paso, State of Colorado, Commonly Known as 5650 Winnemucca Way, Cascade, CO.
(Owned by Donald J. Zytka and Eileen F. Zytka)

Lot 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat, County of El Paso, State of Colorado, Commonly Known as 8910 Ute Rd., Cascade, CO.
(Owned by Eric C. Windesheim and Colleen L. Stiles)

See Attached Lot 92 and 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat.



NOTE: ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HERETO, WHICH IS FILED IN PUBLIC RECORDS OF EL PASO COUNTY, COLORADO, UNDER BOOK 118, PAGE 101.

THESE LOTS ARE ALSO SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HERETO, WHICH IS FILED IN PUBLIC RECORDS OF EL PASO COUNTY, COLORADO, UNDER BOOK 118, PAGE 101.

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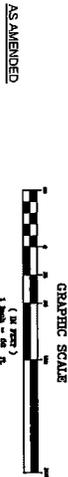
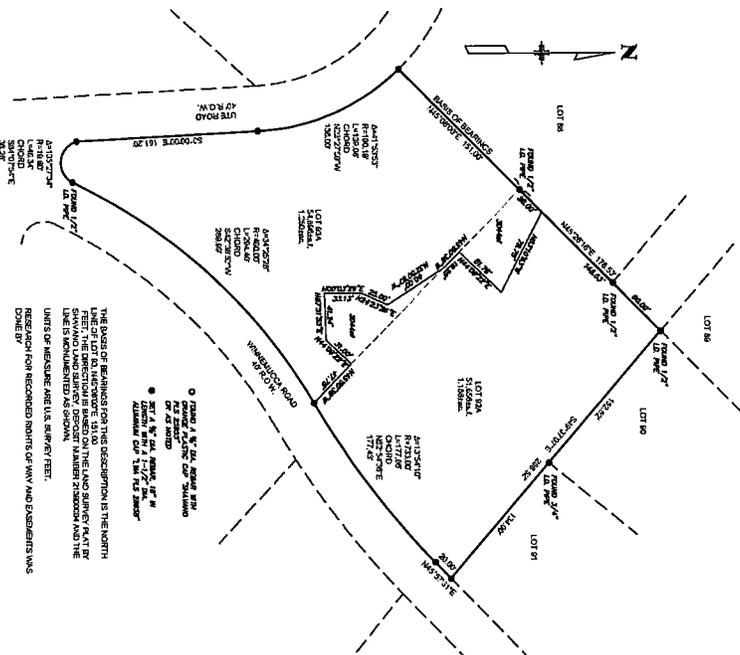
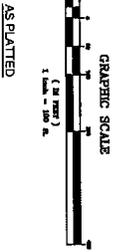
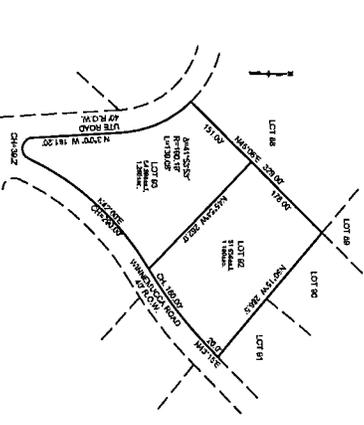
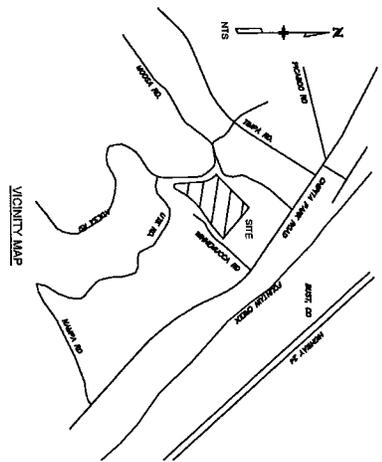
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THE UTE PASS SUMMER HOMES CO
SUBDIVISION NO. 1.
 IN
EL PASO COUNTY,
COLORADO
 SCALE 100 FT. TO 1 IN.
 NOV. 1917
 W. B. GARSTIN, ENG.

LOT 92 AND 93, UTE PASS SUMMER HOMES COMPANY SUB. NO. 1 AMENDED PLAT
 A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
 SECTION 15, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
 EL PASO COUNTY, COLORADO



- NOTES:**
1. STRUCTURAL FOUNDATIONS ON THE LOTS IN THIS SUBDIVISION SHALL BE DESIGNED BY A LICENSED REGISTERED PROFESSIONAL ENGINEER.
 2. THE CONSTRUCTION OF THIS PLAT AND FOR THE NECESSARY RECORDS, THE ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
 3. THE CONSTRUCTION OF THIS PLAT AND FOR THE NECESSARY RECORDS, THE ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
 4. THE PROPERTY IS WITHIN THE X AREA OF THE EL PASO FLOOD PLAN, FOR THE FLOOD HAZARD INVENTORY MAP DATED, "A. DATED MARCH 17, 1967."
 5. THE PROPERTY IS WITHIN THE X AREA OF THE EL PASO FLOOD PLAN, FOR THE FLOOD HAZARD INVENTORY MAP DATED, "A. DATED MARCH 17, 1967."
 6. STRUCTURAL FOUNDATIONS ON THE LOTS IN THIS SUBDIVISION SHALL BE DESIGNED BY A LICENSED REGISTERED PROFESSIONAL ENGINEER.
 7. NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN OBTAINED BY EL PASO COUNTY.
 8. EASEMENTS AS SHOWN.

SURVEYOR'S CERTIFICATION:
 I, _____, Surveyor for the State of Colorado, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

OWNER'S CERTIFICATE:
 I, _____, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

RECORDING:
 STATE OF COLORADO SS
 COUNTY OF EL PASO SS
 I, _____, County Clerk and Recorder, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

NOTARIAL:
 I, _____, Notary Public, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

COUNTY PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE:
 I, _____, County Planning and Community Development Director, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

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 I, _____, do hereby certify that the within plat was first recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014, and that the same is a true and correct copy of the original plat recorded in my office at _____ o'clock _____ M., this _____ day of _____, 2014.

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LWA Land Surveying, Inc.

2906 Beacon Street, Suite B
Colorado Springs, CO 80907
719-636-5179
719-636-5199 fax

LOT 92 AND 93, UTE PASS SUMMER HOMES COMPANY SUB. NO. 1 AMENDED PLAT

LOTS 92 AND 93, UTE PASS SUMMER HOMES COMPANY SUBDIVISION FILING NO. 1, EL PASO COUNTY, COLORADO ACCORDING TO THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK O AT PAGES 54 AND 55 OF THE EL PASO COUNTY RECORDS.

THE DESCRIBED TRACT CONTAINS 2.446 ACRES, MORE OR LESS.

Prepared by:
Kevin M. O'Leary
Colorado PLS #28658

VICINITY MAP
LOTS 92 and 93
UTE PASS SUMMER HOMES FIL #1
ZYTKA / WINDESHHEIM

DATE: 1-20-07
DRAWN: JMD
PROJECT: 10018

LWA LAND SURVEYING, INC.
2906 BEACON STREET
COLORADO SPRINGS, CO 80907
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:

