



# 2 CONVENIENT LOCATIONS FOR YOUR CLOSING!

*Please reach out to your closing team to confirm the location your closing will take place.*



legacy·title·group

OFFICE: 719.442.1900

FAX: 877.239.2979

WEB: [legacytitle-llc.com](http://legacytitle-llc.com)

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

**Transmittal Information**

Date: 04/21/2022  
File No: 35715LTG  
Property Address: , , CO  
Buyer\Borrower: For information only  
Seller: Challenger Communities, LLC, a Colorado limited liability company

---

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

<b>Escrow Officer:</b> <b>zChristine Hopper License#447507</b> <b>Legacy Title Group, LLC</b> <b>8605 Explorer Drive, Ste 250</b> <b>Colorado Springs, CO 80920</b> Phone: 719-442-1900 Fax: E-Mail: Christine.Hopper@stewart.com	<b>Title Officer:</b> Danene Stroud License#30348 Legacy Title Group, LLC
--	---

**Escrow Processor:**  
**Marlayna Driscoll**  
**E-Mail: marlayna.driscoll@stewart.com**  
**Phone: 719-442-1900**

---

**Customer:**  
**Challenger Colorado LLC**  
**8605 Explorer Dr. #250**  
**Colorado Springs, CO 80920**  
**Phone: Fax:**  
**Attn: Mike Mason**  
**Email: MMason@ChallengerHomes.com**

**Buyer:**  
**For information only**

**Seller:**  
**Challenger Communities, LLC, a Colorado limited liability company**  
**8505 Explorer Drive Suite 250**  
**Colorado Springs, CO 80920**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Phone: Fax:**  
**Attn:**  
**Email:**





**Changes: Updated Effective Date, Updated Underwriter**

**Thank you for using Legacy 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.**



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

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Countersigned by:

Authorized Countersignature

Legacy Title Group, LLC

Company Name

Colorado Springs, CO

City, State



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

### 4. COMPANY’S RIGHT TO AMEND

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



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

## **5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. CLAIMS PROCEDURES**

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

## **10. CLASS ACTION**

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

## **11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## **STEWART TITLE GUARANTY COMPANY**

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

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



**SCHEDULE A**

1. Commitment Date: **April 18, 2022**, at **07:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **For information only**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

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

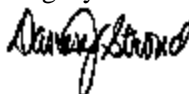
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:  
**Challenger Communities, LLC, a Colorado limited liability company**

5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**  
For Informational Purposes Only: , , CO  
APN: **5300000566, 5300000586, 5300000587 et. al**

Countersigned  
Legacy Title Group, LLC

By:



**Danene Stroud**

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



File No.: 35715LTG

**EXHIBIT A**

The Land is described as follows:

**LEGAL DESCRIPTION**

**A PORTION OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS PLS 38256" AND AT THE NORTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "PLS 4842". SAID WEST LINE BEARS NORTH 00°23'31" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12;**

**THENCE SOUTH 89°36'22" WEST 100.00 FEET TO THE WEST LINE OF THE EAST 100 FEET OF SECTION 11, TOWNSHIP 13 SOUTH, RANGE 65 WEST;**

**THENCE ALONG SAID WEST LINE NORTH 00°23'31" WEST 1169.39 FEET TO THE SOUTHWEST CORNER OF FALCON HIGHLANDS FILING NO. 2 AS SHOWN ON THE PLAT RECORDED AT [RECEPTION NO. 206712369](#), EL PASO COUNTY RECORDS;**

**THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID FALCON HIGHLANDS FILING NO. 2 THE FOLLOWING THIRTY-SIX (36) COURSES:**

- 1. NORTH 89°30'24" EAST 1345.41 FEET;**
- 2. NORTH 00°29'36" WEST 29.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET;**
- 3. 302.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°55'34";**
- 4. NORTH 17°24'20" WEST 554.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1030.00 FEET;**
- 5. 376.91 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°57'59";**
- 6. SOUTH 86°13'54" EAST 54.48 FEET;**
- 7. SOUTH 31°51'00" EAST 85.17 FEET;**
- 8. SOUTH 52°36'41" EAST 76.95 FEET;**

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



9. SOUTH 73°19'02" EAST 65.73 FEET;
10. SOUTH 74°06'49" EAST 291.13 FEET;
11. SOUTH 79°13'17" EAST 145.07 FEET;
12. SOUTH 85°23'13" EAST 145.17 FEET;
13. NORTH 88°52'41" EAST 145.19 FEET;
14. NORTH 83°36'10" EAST 131.74 FEET;
15. SOUTH 10°35'23" WEST 114.54 FEET;
16. SOUTH 31°38'08" EAST 124.91 FEET;
17. SOUTH 62°45'04" EAST 116.47 FEET;
18. NORTH 85°18'48" EAST 119.21 FEET;
19. NORTH 46°48'18" EAST 296.18 FEET;
20. NORTH 34°36'03" WEST 203.48 FEET;
21. NORTH 62°18'11" EAST 203.67 FEET;
22. SOUTH 85°51'10" EAST 75.24 FEET;
23. SOUTH 72°16'09" EAST 30.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET AND A CENTER WHICH BEARS NORTH 72°16'30" WEST;
24. 7.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°31'58";
25. SOUTH 72°48'14" EAST 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 870.00 FEET AND A CENTER WHICH BEARS NORTH 72°43'54" WEST;
26. 540.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°36'03";
27. NORTH 77°04'11" EAST 391.37 FEET;
28. SOUTH 10°42'58" EAST 32.97 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
29. 215.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°28'06";
30. SOUTH 62°11'05" EAST 135.79 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 410.00 FEET;
31. 105.19 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'02";
32. SOUTH 47°29'03" EAST 15.72 FEET;
33. SOUTH 42°12'30" WEST 45.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET;
34. 197.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'51";
35. SOUTH 24°16'39" WEST 681.69 FEET;
36. NORTH 88°25'54" EAST 861.83 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 49°35'24" WEST 808.48 FEET;
2. NORTH 89°54'42" WEST 154.05 FEET;
3. SOUTH 49°35'01" WEST 2027.95 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE NORTH 89°50'23" WEST 1610.14 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT TRACT OF LAND CONVEYED TO FALCON HIGHLANDS METROPOLITAN DISTRICT IN WARRANTY DEED RECORDED AT [RECEPTION NO. 206055833](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

**THENCE NORTH 80°11'23" EAST 1127.58 FEET TO THE POINT OF BEGINNING;**

**THENCE NORTH 17°27'11" WEST 81.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CENTER WHICH BEARS NORTH 12°43'13" WEST;**

**THENCE 55.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°25'06";**

**THENCE NORTH 89°30'24" EAST 103.43 FEET;**

**THENCE SOUTH 72°19'33" WEST 142.43 FEET TO THE POINT OF BEGINNING;**

**CONTAINING 5,469,425 SQUARE FEET, OR 125.56 ACRES, MORE OR LESS.**

**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**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.**

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**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."

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD [BOOK A AT PAGE 78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 8, 1891 IN BOOK 143 AT PAGES 48, [BOOK 143 AT PAGE 62](#) AND 63 MARCH 21, 1912 IN [BOOK 290 AT PAGE 70](#) AND JULY 29, 1915 IN [BOOK 526 AT PAGE 276](#).
11. RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION FOR ELECTRICAL PURPOSES RECORDED JANUARY 9, 1974 IN [BOOK 2649 AT PAGE 17](#).
12. ANY AND ALL DITCHES AND DITCH RIGHTS OF WAY, RAILROADS AND RAILROAD RIGHTS OF WAY, INCLUDING, BUT NOT LIMITED TO, THAT 100 FOOT ABANDONED C & S RAILROAD RIGHT OF WAY CONVEYED TO FALCON PROPERTIES & INVESTMENTS (PER THE EL PASO COUNTY ASSESSOR - SEE QUIT CLAIM DEED RECORDED IN BOOK 5044 AT PAGE 440).
13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE FALCON HIGHLANDS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 19, 2002, UNDER [RECEPTION NO. 202203981](#).
14. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 23, 2003, UNDER [RECEPTION NO. 203016313](#).
15. THE EFFECT OF RESOLUTION NO. 04-500, REGARDING AMENDED SKETCH PLAN, RECORDED JANUARY 31, 2005, UNDER [RECEPTION NO.205015066](#).
16. THE EFFECT OF RESOLUTION NO. 05-295, REGARDING ZONING, RECORDED SEPTEMBER 01, 2005, UNDER [RECEPTION NO. 205136894](#).

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



17. THE EFFECT OF RESOLUTION NO. 05-296, REGARDING PRELIMINARY PLAN, RECORDED SEPTEMBER 01, 2005, UNDER [RECEPTION NO. 205136895](#).
18. THE EFFECT OF PLANNED UNIT DEVELOPMENT GUIDELINES, RECORDED MARCH 09, 2006, UNDER [RECEPTION NO. 206035122](#).
19. THE EFFECT OF PRELIMINARY PLAN AND PUD DEVELOPMENT PLAN, RECORDED MARCH 09, 2006, UNDER [RECEPTION NO. 206035123](#).
20. CONVEYANCE OF WATER RIGHTS AS CONTAINED IN QUIT CLAIM DEEDS RECORDED MARCH 31, 2006 UNDER [RECEPTION NO. 206046912](#) AND APRIL 7, 2006 UNDER [RECEPTION NO. 206050751](#).
21. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JULY 14, 2006, UNDER [RECEPTION NO. 206103853](#).
22. THE EFFECT OF RESOLUTION NO. 07-119, REGARDING AIRPORT OVERLAY REZONING, RECORDED JULY 18, 2007, UNDER [RECEPTION NO. 207095753](#).
23. WAY OF NECESSITY BENEFITTING THE PARCEL OF LAND CONVEYED TO FALCON HIGHLANDS METROPOLITAN DISTRICT IN WARRANTY DEED RECORDED APRIL 17, 2006 UNDER [RECEPTION NO. 206055833](#).
24. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS CONTAINED IN WATER AND WASTEWATER EASEMENT AGREEMENT RECORDED AUGUST 26, 2020 AT [RECEPTION NO. 220130580](#) BETWEEN CHALLENGER HOMES AND CHALLENGER COMMUNITIES, LLC. AND WOODMEN HILLS METROPOLITAN DISTRICT.
25. Easement(s) and rights of way including its terms and conditions for construction, maintenance, repair, replacement, operation and enlargement as granted to Tamlin Ventures, LLC in instrument recorded May 5, 2006 at [Reception No. 206066534](#).
26. Easement(s) and rights of way including its terms and conditions for construction,

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

File No: 35715LTG

maintenance, repair, replacement, operation and enlargement of an underground storm water drainage line, including pipes, manholes, fixtures, wires, valves, vents, blowoffs and air vents as granted to Tamlin Ventures, LLC in instrument recorded May 5, 2006 at [Reception No. 206066535](#).

27. Easement(s) and rights of way including its terms and conditions for construction, maintenance, repair, replacement, operation and enlargement of an underground storm water drainage line, including pipes, manholes, fixtures, wires, valves, vents, blowoffs and air vents as granted to Tamlin Ventures, LLC in instrument recorded May 5, 2006 at [Reception No. 206066536](#).
28. Easement(s) and rights of way including its terms and conditions for construction, maintenance, repair, replacement, operation and enlargement of an underground storm water drainage line, including pipes, manholes, fixtures, wires, valves, vents, blowoffs and air vents as granted to Tamlin Ventures, LLC in instrument recorded May 5, 2006 at [Reception No. 206066537](#).

**FOR INFORMATIONAL PURPOSES ONLY:**

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

Deed recorded November 1, 2012 as [Reception No. 212129980](#).

Deed recorded August 9, 2017 as [Reception No. 217095094](#).

**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.

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.

*This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



## DISCLOSURES

File No.: 35715LTG

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

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

---

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

---

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

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

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

---

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

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

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

---

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

---

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

File No.: 35715LTG

CO Commitment Disclosure

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

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

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

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

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

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

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

### Sharing practices

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

### Contact Us

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

# Privacy Notice for California Residents

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

## Information Stewart Collects

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

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

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

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

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

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

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

#### Use of Personal Information

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

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

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

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

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

### Consumer Rights and Choices

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

#### Access to Specific Information and Data Portability Rights

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

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



## Deletion Request Rights

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

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

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

## Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

### Response Timing and Format

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

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

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

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

### Non-Discrimination

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

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

### Changes to Our Privacy Notice

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

### Contact Information

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

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

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

Email: [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

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

# Legacy Title Group, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

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

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

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

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

Use of information:

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

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

Security and Confidentiality of Your Information:

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

Information Obtained Through Our Web Site

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

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

Cookies

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