

NORTH AMERICAN TITLE COMPANY OF COLORADO
8610 Explorer Drive, Suite 105, Colorado Springs, CO 80920
Phone: (719)598-5355
Fax: (719)-598-5366

Lori Dunlop, Branch Manager, can be reached at: 719-598-5355
Philip Mehl, Escrow Assistant, can be reached at: 719-598-5355
Martin (Danny) Cruz, Business Development Manager, can be reached at: 719-578-4100
E-Mail Address for Loan Documents: cosprings@nat.com
The following changes have been made: Transmittal Page- Seller

OUR FILE NO.: 32300-17-09930 **REVISION NO.:** 1
PROPERTY ADDRESS: 1460 Piney Hill Point, Monument, CO 80132
1474 Piney Hill Point, Monument, CO 80132
1488 Piney Hill Point, Monument, CO 80132
1502 Piney Hill Point, Monument, CO 80132
1516 Piney Hill Point, Monument, CO 80132
1530 Piney Hill Point, Monument, CO 80132
1544 Piney Hill Point, Monument, CO 80132
1572 Piney Hill Point, Monument, CO 80132
1642 Piney Hill Point, Monument, CO 80132
1650 Piney Hill Point, Monument, CO 80132

DISTRIBUTION: VIA EMAIL TO ALL PARTIES REFERENCED BELOW.

In the event we have not been provided with a valid email address at the time of distribution, an alternative method of distribution may be used.

BUYER/BORROWER

Company Name: Herebic Homes Inc.
Street Address: 270 Lodgepole Way
City, State, Zip: Monument, CO 80132
Attn: William F. Herebic II

LISTING AGENT/BROKER

Company Name: Flying Horse Realty
Street Address: 2409 Flying Horse Club Drive
City, State, Zip: Colorado Spings, CO 80921
Attn: Doug Plott

SELLER

Company Name: Curry Land Development
Street Address: 701 Douglas Street
City, State, Zip: Sioux City, IA 51101
Attn: Mike Curry

SELLING AGENT/BROKER

Company Name: Flying Horse Realty
Street Address: 2409 Flying Horse Club Drive
City, State, Zip: Colorado Spings, CO 80921
Attn: Doug Plott



COMMITMENT FOR TITLE INSURANCE

North American Title Insurance Company, a California corporation ("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.

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 180 days 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, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY

A handwritten signature in black ink, appearing to read "Emilio Fernandez".

Emilio Fernandez, **PRESIDENT**

ATTEST

A handwritten signature in black ink, appearing to read "Jefferson E. Howeth".

Jefferson E. Howeth, **SECRETARY**



COMMITMENT FOR TITLE INSURANCE 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 the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Issued by:



1855 Gateway Boulevard, Suite 600
Concord, CA 94520

Or call us at:

Western States: 800-869-3434 Eastern States: 800-374-8475

www.natic.com



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

NORTH AMERICAN TITLE INSURANCE COMPANY

1. **EFFECTIVE DATE:** May 22, 2017 at 7:30 AM **FILE NO.:** 32300-17-09930
REVISION NO.: 1
2. **POLICY (OR POLICIES) TO BE ISSUED:**

(A) **ALTA Owners Policy (06/17/06)** **AMOUNT:** \$400,000.00

Proposed Insured:

Herebic Homes Inc., a Colorado corporation
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS FEE SIMPLE AND TITLE THERETO IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

[Curry Land Development, L.L.C., a Colorado limited liability company](#)
4. **THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

Lot 67,
Block 2,
High Pines Filing No. 2, EXCEPT that part platted to High Pines Patio Homes Phase 2A and 2B,
County of El Paso, State of Colorado.

FOR INFORMATIONAL PURPOSES:
1460 Piney Hill Point

ISSUED BY:

COMMITMENT

FILE NO.: 32300-17-09930
REVISION NO.: 1

Monument, CO 80132

1474 Piney Hill Point
Monument, CO 80132

1488 Piney Hill Point
Monument, CO 80132

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Monument, CO 80132

1650 Piney Hill Point
Monument, CO 80132

NORTH AMERICAN TITLE COMPANY OF COLORADO
ISSUE DATE: MAY 25, 2017



By: _____
Authorized Officer or Agent



File No.: 32300-17-09930

Revision No.: 1

Date: May 25, 2017

Property Address: 1460 Piney Hill Point, Monument, CO 80132
1474 Piney Hill Point, Monument, CO 80132
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Owner: Curry Land Development, L.L.C., a Colorado limited liability company

ESTIMATE OF TITLE PREMIUMS / FEES

ALTA Owners Policy (06/17/06)	Owners Short Term Rate	\$693.00
Tax Statement Fee (Rate Area B)		\$25.00

Please note that these estimated fees do not include any closing related fees.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

8610 Explorer Drive, Suite 105
Colorado Springs, CO 80920
Phone (719)598-5355 Fax (719)-598-5366

COMMITMENT

FILE NO.: 32300-17-09930
REVISION NO.: 1

**SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are requirements to be complied with prior to the issuance of said policy or policies:

- A. Payment to or for the account of the grantors or mortgagors of full consideration for the estate or interest to be insured.**
- B. Proper instrument(s) creating the estate or interest to be insured must be executed and unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.**
- C. Duly executed and acknowledged Statement of Authority, pursuant to C.R.S. 38-30-172 for:**

Curry Land Development, L.L.C., a Colorado limited liability company, AND

Herebic Homes, Inc., a Colorado corporation.
- D. Release of Deed of Trust from Curry Land Development, L.L.C., a Colorado limited liability company to the Public Trustee of El Paso County for the benefit of Firstbank to secure an indebtedness in the principal sum of \$210,000.00, and any other amounts and/or obligations secured thereby, dated July 15, 2016 and recorded July 19, 2016 at [Reception No. 216079071](#).**
- E. (1) [Payment of all taxes and assessments now due and payable](#).**

(2) The Company requires a satisfactory statement from the association or its agent stating the amount, if any, of the unpaid common or maintenance charges against the land through the date of closing and that no liens or rights to a lien for unpaid common or maintenance charges have been sold, assigned or transferred to other parties. At that time, the Company may make additional requirements or exceptions.

(3) Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the proposed insured.

(4) Execution of the Company's Final Affidavit by the Purchaser(s) and Seller(s).

COMMITMENT

FILE NO.: 32300-17-09930
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SCHEDULE B - SECTION 2 EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Record but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, conflict in boundary lines, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Terms, conditions, provisions, agreements and obligations specified under the Excess Water Usage and Service Agreement recorded August 13, 1999 at [Reception No. 099130691](#). First Amendment recorded May 23, 2000 at [Reception No. 200058008](#).
9. Terms, conditions, provisions, agreements and obligations specified under the Private Detention Basin Maintenance Agreement recorded September 15, 2000 at [Reception No. 200111558](#) and December 22, 2000 at [Reception No. 200154181](#).
10. Covenants, conditions, restrictions and easements, which do not include a forfeiture or reverter clause, and any and all supplements, amendments, and annexations thereto, set forth in the instrument(s) recorded August 7, 2002 at [Reception No. 202130491](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

NOTE: Amendment of said covenants, conditions and restrictions by an instrument recorded September 12, 2002 at [Reception No. 202154392](#).

COMMITMENT

FILE NO.: 32300-17-09930

REVISION NO.: 1

NOTE: Amendment of said covenants, conditions and restrictions by an instrument recorded March 16, 2005 at [Reception No. 205037094](#) and [Reception No. 205037095](#).

11. Covenants, conditions, restrictions and easements, which do not include a forfeiture or reverter clause, and any and all supplements, amendments, and annexations thereto, set forth in the instrument(s) recorded August 7, 2002 at [Reception No. 202130493](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

NOTE: Amendment of said covenants, conditions and restrictions by an instrument recorded March 16, 2005 at [Reception No. 205037093](#) and [Reception No. 205037096](#).

NOTE: Amendment of said covenants, conditions and restrictions by an instrument recorded November 16, 2006 at [Reception No. 206168368](#).

12. Terms, conditions, provisions, agreements and obligations specified under the Resolution recorded July 14, 2003 at [Reception No. 203160419](#).
13. Terms, conditions, provisions, agreements and obligations specified under the P.U.D. Development Plan recorded March 16, 2005 at [Reception No. 205037092](#).
14. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of High Pines Filing No. 2 recorded March 16, 2005 at [Reception No. 37097](#).
15. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded July 18, 2006 at [Reception No. 206105039](#).
16. Terms, conditions, provisions, agreements and obligations specified under the Bylaws of The High Pines Owners Association recorded April 11, 2012 at [Reception No. 212041023](#).
17. Terms, conditions, provisions, agreements and obligations specified under the Resolution 12-350 recorded October 16, 2012 at [Reception No. 212121860](#).
18. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. 13-289 recorded June 26, 2013 at [Reception No. 213083045](#).

DISCLOSURE STATEMENT

1. Pursuant to C.R.S. 30-10-406(3)(a), 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.
2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).
3. Colorado Division of Insurance Regulation 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.
4. Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's 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.

The subject real 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.

5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- 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.
6. Pursuant to Colorado Division of Insurance Regulation 8-1-1, 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 material-men 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 unfilled mechanic's and material-men'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.

7. Pursuant to C.R.S. 38-35-125(2) 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 withdrawal as a matter of right.
8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or the grantee.
9. Pursuant to C.R.S. 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
10. 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.

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.

15-8123 Privacy Policy Notice

Privacy Policy

Effective September 1, 2016

North American Title Group, Inc. Family of Companies

FACTS

What does North American Title Group, Inc. Family of Companies do with your personal information?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, birthdate, driver's license number and income
- Transaction history and payment history
- Purchase history and account balances

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies (NATG) choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share

For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

Questions? Call 1 (844)654-5408

Who we are

Who is providing this notice?

The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.

What we do

How does NATG protect your personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does NATG collect your personal information?

In general, you can visit our website on the Internet without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here.

We collect your personal information, for example, from:

- Applications, contracts or other forms you complete
- Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means
- Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information
- Information we receive from a consumer reporting agency or credit bureau

Why can't you limit all sharing? Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with for business purposes can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.
- NATG does not share with nonaffiliates so they can market their goods or services to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.

Affiliate Marketing

To limit sharing with affiliates for marketing purposes

NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, contact us

- By visiting the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out

OR

Send written notification to:
North American Title Group
ATTN: General Counsel
760 Northwest 107th Avenue, Suite 400
Miami, FL 33172

The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company
North American Title Company, Inc.
North American Title Company of Colorado
North American Title Insurance Company
North American Services, LLC
North American Title Agency, Inc.
North American Title Agency, LLC
North American Abstract Agency
NASSA, LLC
North American Title, LLC
North American Advantage Insurance Services, LLC
North American National Title Solutions, LLC