

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

1. Effective Date: **June 4, 2020, 7:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.**

Proposed Policy Amount:

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

<u>Informational End</u>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
CRYSTAL PARK HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation who acquired title as Crystal Park Christian Community, a Colorado corporation
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **vacant land, Manitou Springs, CO 80829**
APN: **7418000193 Master**

Countersigned
Unified Title Company, LLC

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AMERICAN
LAND TITLE
ASSOCIATION



By:



Kara DeMasters

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EXHIBIT "A"

Site S-74(R), Site Addition to Crystal Park Subdivision No. 2, as recorded in Plat Book F5, Page 37, under Reception No. 2393361 of the El Paso County Clerk and Recorder, located in the North one-half of Section 18, Township 14 South, Range 67 West of the 6th P.M., El Paso County, Colorado, and being more particularly described as follows:

Commencing (P.O.C.) at the Northeast corner of said Section 18, as monumented by the original granite stone, from which the Southeast corner of said Section 18, as monumented by a 3" brass cap stamped "U.S. Department of the Interior Bureau of Land Management 1975" bears S 02 ° 07' 34" W, a distance of 5354.20 feet and is the basis of bearing used herein;
thence S 56° 36' 03" W, a distance of 2812.49 feet to the point of beginning (P.O.B.) of the site herein described;
thence S 32° 55' 25" W, a distance of 156.96 feet;
thence N 56° 57' 47" W, a distance of 201.87 feet;
thence N 32° 42' 35" E, a distance of 144.78 feet;
thence S 60° 24' 25" E, a distance of 202.75 feet to the P.O.B;

(Legal description will be Site No. S-74(R), Site Addition to Crystal Park Subdivision No. 2, County of El Paso, State of Colorado, upon recordation of new Site Plat.)

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**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

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

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

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SCHEDULE B, PART II
Exceptions

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

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Reservations contained in United States Patent(s) as follows: Subject to the 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, as provided by law, and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States and recorded October 10, 1902 in Book 143 at Page 466.
10. Covenants, conditions and restrictions recorded March 14, 1979 in Book 3151 at Page 800, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
11. Covenants, conditions and restrictions recorded December 1, 1993 in Book 6322 at Page 145, which are

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unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment or Modifications thereto recorded September 8, 1997 at Reception No. 97104547, February 18, 2003 at Reception No. 203035451, October 14, 2003 at Reception No. 203241046, October 11, 2005 at Reception No. 205160243, September 29, 2014 at Reception No. 214088656, November 10, 2014 at Reception No. 214103297 and March 12, 2020 at Reception No. 220036133

12. Right of other parties to use Crystal Park Road jointly with owner of the land herein described, as it traverses other lands from the terminus of that portion thereof conveyed to the City of Manitou Springs by Deed recorded November 21, 1962 in Book 1935 at Page 358, and as it traverses portions of subject property.
13. Lack of access and access rights, except as may be provided by private roads.
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-335, Land Use-97 recorded November 30, 1993 in Book 6321 at Page 416.
15. Terms, agreements, provisions, conditions and obligations as contained in Crystal Park Development Plan and Development Guide recorded November 30, 1993 in Book 6321 at Page 438, in Book 6321 at Page 443, Resolution No. 93-437, Land-Use 132 recorded April 22, 1994 in Book 6430 at Page 1282 and Development Guide recorded November 10, 2014 at Reception No. 214103296 and at Reception No. 214103297.
16. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 30, 1993 in Book 6321 at Page 452.
17. All notes, notices and easements as set forth on the Plat of Crystal Park Subdivision No. 2 recorded November 30, 1993 in Plat Book F-5 at Page 37, and as amended by Engineer Statements recorded August 5, 1996 at Reception No. 96099003.
18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-336, Land Use-98 recorded December 15, 1993 in Book 6335 at Page 313.
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-337, Land Use-99 recorded December 15, 1993 in Book 6335 at Page 320.
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-399, Land Use-122 recorded December 15, 1993 in Book 6335 at Page 351.
21. Terms, agreements, provisions, conditions and obligations as contained in ByLaws recorded January 29, 1988 in Book 5469 at Page 388 and Amended By-Laws of Crystal Park Homeowners Association recorded September 8, 1997 at Reception No. 97104548, February 18, 2003 at Reception No. 203035452, October 14, 2003 at Reception No. 203241047, October 11, 2005 at Reception No. 205160244, September 8, 2008 at Reception No. 208099454, October 31, 2011 at Reception No. 211107103, and March 12, 2020 at Reception No. 220036134.
22. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree creating the Crystal Park Metropolitan District recorded at Reception No. 96123524.

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23. Intergovernmental Agreement for fire protection between the City of Manitou Springs and the Crystal Park Metropolitan District recorded at Reception No. 203062238.
24. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 13-293 recorded June 26, 2013 at Reception No. 213083049.
25. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact recorded December 29, 2014 at Reception No. 214119297.

FOR INFORMATIONAL PURPOSES ONLY:

Warranty Deed recorded May 5, 1976 in Book 2827 at Page 193.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

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

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

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

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.