

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **February 5, 2021, 7:30 am**

2. Policy to be issued:

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

To Be Determined End	\$	300.00
122-Datedown End	\$	50.00
Total:	\$	100.00

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

4. The Title is, at the Commitment Date, vested in:

Crystal Park Homeowners Association, a Colorado non-profit 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 Informational Purposes Only: **Site S-228, , CO**
APN:Countersigned
Unified Title Company, LLC

By:

**Laura Florek**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"

SITE S-228(R), SITE ADDITION TO CRYSTAL PARK SUBDIVISION NO. 2, AS RECORDED IN PLAT BOOK F-5, PAGE 37, UNDER RECEPTION NO. 2393361 OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 8, 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 SOUTHWEST CORNER OF SAID SECTION 8, AS MONUMENTED BY A GRANITE STONE, FROM WHICH THE WEST ONE-QUARTER (W1/4) CORNER OF SAID SECTION 8, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "DB & CO PLS 22573", BEARS NORTH 00° 33' 34" EAST, A DISTANCE OF 2603.96 AND IS THE BASIS OF BEARING USED HEREIN;

THENCE NORTH 67° 17' 55" EAST, A DISTANCE OF 1307.71 FEET TO THE POINT OF BEGINNING OF THE SITE HEREIN DESCRIBED;

**THENCE NORTH 03° 45' 48" EAST, A DISTANCE OF 35.42 FEET;
THENCE NORTH 16° 33' 46" EAST, A DISTANCE OF 45.59 FEET;
THENCE NORTH 75° 54' 20" EAST, A DISTANCE OF 81.94 FEET;
THENCE SOUTH 56° 02' 58" EAST, A DISTANCE OF 92.02 FEET;
THENCE SOUTH 42° 27' 52" EAST, A DISTANCE OF 86.65 FEET;
THENCE SOUTH 40° 20' 46" WEST, A DISTANCE OF 130.51 FEET;
THENCE NORTH 67° 10' 27" WEST, A DISTANCE OF 84.31 FEET;
THENCE NORTH 39° 03' 53" WEST, A DISTANCE OF 106.99 FEET TO THE POINT OF BEGINNING.**

(Legal description will be Site No. S-228(R), Site Addition to Crystal Park Subdivision No. 2, El Paso County, Colorado, upon recordation of new Site Plat.)

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**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.

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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.**
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.**

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11. Covenants, conditions and restrictions recorded December 1, 1993 in **Book 6322 at Page 145**, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment 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 Statement 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**.

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22. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree creating the Crystal Park Metropolitan District recorded at [Reception No. 96123524](#).
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](#).

FOR INFORMATIONAL PURPOSES ONLY:

Warranty Deed recorded May 5, 1976 in [Book 2827 at Page 193](#).

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

File No.: 80915UTC

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.: 80915UTC

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?
For our everyday business purposes — 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
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. 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
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	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.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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

Unified Title Company, 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.