

Purported Address: 3050 Curtis Road, Peyton, CO 80831  
APN: 4333000003

SCHEDULE A

**File No.: 3117418-07798 C/4**

1. **Effective Date: MAY 8, 2019 at 7:00 A.M.**

2.	Policy or Policies to be issued:	Amount	Premium
(A)	ALTA 2006 Owner's Policy-Proposed Insured: BUYER TO BE DETERMINED	\$TBD	\$TBD
(B)	ALTA 2006 Loan Policy-Proposed Insured: LENDER TO BE DETERMINED	\$TBD	\$TBD

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:

HOME RUN RESTORATIONS, INC.

4. The land referred to in this Commitment is described as follows:

THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 13 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M.,  
COUNTY OF EL PASO, STATE OF COLORADO.

SCHEDULE B - SECTION I  
REQUIREMENTS

The following are the requirements to be complied with:

- A. Pay the agreed amounts for the interest in the land and /or for the mortgage to be insured.
- B. Pay us the premiums, fees and charges for the policy.
- C. Obtain a CERTIFICATE OF TAXES DUE from the County Treasurer or the County Treasurer's authorized agent.
- D. Payment of all taxes and assessments now due and payable.
- E. Evidence that any and all assessments for common expenses and fees levied by the Homeowners Association pursuant to the covenants if any, have been paid.
- F. Receipt of an Affidavit and Indemnity Agreement executed by the following parties:  
HOME RUN RESTORATIONS, INC.
- G. WARRANTY DEED SUFFICIENT TO CONVEY THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED.

NOTE: SECTION 38-35-109(2) OF THE COLORADO REVISED STATUES, 1973 REQUIRES THAT A NOTATION OF THE PURCHASER'S LEGAL ADDRESS BE INCLUDED ON THE FACE OF THE DEED TO BE RECORDED. SECTION 39-14-102(1) (A) OF THE COLORADO REVISED STATUES, 1973 REQUIRES ALL CONVEYANCE DOCUMENTS SUBJECT TO THE DOCUMENTARY FEE SUBMITTED TO THE CLERK AND RECORDER FOR RECORDING BE ACCOMPANIED BY A REAL PROPERTY TRANSFER DECLARATION SIGNED BY THE GRANTOR OR GRANTEE.

- H. DEED OF TRUST SUFFICIENT TO MORTGAGE THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED, SCHEDULE A, ITEM B.
- I. RELEASE OF DEED OF TRUST FROM THE PUBLIC TRUSTEE OF EL PASO COUNTY OF THE DEED OF TRUST FROM HOME RUN RESTORATIONS INC, AND SHAWN SHAFFER FOR THE USE OF INDY HOUSES, LLC TO SECURE \$168,000.00, DATED SEPTEMBER 11, 2017 AND RECORDED SEPTEMBER 13, 2017 AT RECEPTION NO. 217110118.

NOTE: STATEMENT OF AUTHORITY RECORDED FEBRUARY 16, 2017 AT RECEPTION NO. 217019521 AUTHORIZES SHAWN SHAFFER AS PRESIDENT TO SIGN ON BEHALF OF SAID ENTITY.

NOTE: SELLER PROCEEDS WILL BE ISSUED IN THE NAME OF HOME RUN RESTORATION, INC., A NEVADA CORPORATION ONLY. PROCEEDS CANNOT BE ISSUED IN THE NAME OF THE INDIVIDUALS.

**NOTE: THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AND REQUIREMENTS AS MAY APPEAR NECESSARY WHEN THE INSTRUMENTS CALLED FOR ABOVE HAVE BEEN RECORDED AND THE NAME OF THE GRANTEE HAS BEEN DISCLOSED.**

For informational purposes only:

According to public records, the last deed(s) of record which purport to transfer title and/or are recorded within the past 24 months are:

WARRANTY DEED RECORDED SEPTEMBER 13, 2017 AT RECEPTION NO. 217110117

SCHEDULE B – SECTION II

EXCEPTIONS

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

1. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: If Guardian Title Agency, LLC conducts the closing, this item will be deleted from the final policy

6. “(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; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.”
7. Tax sales, taxes or assessments which 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.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PROPERTY HEREBY GRANTED, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 22, 1903 IN [BOOK 350 AT PAGE 60](#).
9. UNDIVIDED 1/2 INTEREST IN ALL MINERAL RIGHTS AS RESERVED IN THE DEED RECORDED SEPTEMBER 19, 1983 IN BOOK 3781 AT PAGE 1155 AS [RECEPTION NO. 001026797](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT RECORDED OCTOBER 14, 1963 IN BOOK 1980 AT PAGE 444 AS [RECEPTION NO. 311952](#).
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF RIGHT OF WAY RECORDED JULY 3, 1972 IN BOOK 2502 AT PAGE 569 [AS RECEPTION NO. 898033](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF RIGHT OF WAY RECORDED AUGUST 17, 1973 IN BOOK 2614 AT PAGE 346 AS [RECEPTION NO. 08027](#).
13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY AGREEMENT RECORDED FEBRUARY 11, 1983 IN BOOK 3673 AT PAGE 861 AS [RECEPTION NO. 00945247](#).
14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT RECORDED DECEMBER 26, 1984 IN BOOK 3953 AT PAGE 577 AS [RECEPTION NO. 01196457](#) AND CORRECTED BY INSTRUMENT RECORDED JANUARY 7, 1986 IN BOOK 3956 AT PAGE 1540 AS [RECEPTION NO. 01199702](#).
15. ANY LOSS OR DAMAGE ARISING FROM THE FACT THE FENCE LINES DO NOT COINCIDE WITH THE EXACT PROPERTY LINES AND ANY PORTION LYING WITHIN THE RIGHT OF WAY OF CURTIS ROAD AS SHOWN ON IMPROVEMENT LOCATION CERTIFICATE BY ALESSI & ASSOCIATES DATED 06-13-2017, JOB NO. 171344.

## DISCLOSURE STATEMENT

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.

If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure of withholding provisions of C.R.S. 39-22-604.5 (Non-resident Withholding).

Colorado Division of Insurance Regulation 8-1-2 requires that "Every title entity 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 recording and filing of legal documents resulting from the transaction which was closed."

Colorado Division of Insurance Regulation 8-1-3, requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."

Pursuant to C.R.S. 10-11-122, 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.

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 CRS 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-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.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, 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 un-filed 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.

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.

C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**Pursuant to CRS 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.**

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.

<b>FACTS</b>	<b>WHAT DOES GUARDIAN TITLE AGENCY, LLC DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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 GUARDIAN TITLE AGENCY, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Guardian share?	Can you limit this sharing?
<b>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</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Go to [www.guardiantitleagency.com](http://www.guardiantitleagency.com)

## Who we are

**Who is providing this notice?** GUARDIAN TITLE AGENCY, LLC

## What we do

**How does GUARDIAN TITLE AGENCY, LLC protect my 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 GUARDIAN TITLE AGENCY, LLC collect my personal information?** We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I 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

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

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

- *Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

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

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliates so they can market to you.*

**Joint Marketing** A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliated financial companies for joint marketing purposes.*