

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company**SCHEDULE A**1. Effective Date: **January 21, 2020, 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. Search Fee End	\$	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 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: **40218 Ponderosa View, Manitou Springs, CO 80829**

Countersigned
 Unified Title Company, LLC

By:


Laura Florek

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EXHIBIT "A"

Site S-334, 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 South one-half of the Southeast one-quarter (S 1/2, SE 1/4) of Section 18, Township 14 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado, and being more particularly described as follows:

Commencing (p.o.c.) at the Southeast corner of said Section 18, as monumented by a 3" brass cap stamped "U.S. Department of the Interior Bur. of Land Management 1975" from which the Northeast corner of said Section 18, as monumented by the original granite stone bears S 02° 07' 34" E, a distance of 5354.20 feet and is the basis of bearings used herein;

Thence N 70° 49' 34" W, a distance of 1287.56 feet to the point of beginning (p.o.b.) of the site herein described;

Thence S 58° 34' 55" W, a distance of 86.85 feet;

Thence N 52° 34' 28" W, a distance of 57.57 feet;

Thence N 04° 47' 01" W, a distance of 234.26 feet;

Rhence N 85° 01' 27" E, a distance of 120.08 feet;

Thence S 04° 49' 51" E, a distance of 234.41 feet to the point of beginning (p.o.b.).

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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.
10. Covenants, conditions and restrictions recorded 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 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 Modification thereto recorded at Reception No. 97104547 and at Reception No. 203035451 and at Reception No. 203241046 and at Reception No. 205160243 and at Reception No. 214088656 and at Reception No. 214103297.
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 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 in Book 6321 at Page 416.
15. Terms, agreements, provisions, conditions and obligations as contained in Crystal Park Development Plan and Development Guide recorded in Book 6321 at Page 438 and Book 6321 at Page 443 and amended in Book 6430 at Page 1282.
16. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded 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's 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 in Book 6335 at Page 313.
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-337, Land Use-99 recorded in Book 6335 at Page 320.
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-399, Land Use-122 recorded in Book 6335 at Page 351.
21. Terms, agreements, provisions, conditions and obligations as contained in Amended By-Laws of Crystal Park Homeowners Association recorded at Reception No. 97104548 and at Reception No. 203035452 and at Reception No. 203241047 and at Reception No. 205160244.
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.

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24. Terms, agreements, provisions, conditions and obligations as contained in Engineer's Statement recorded March 12, 2012 at Reception No. 212027931.
25. Terms, agreements, provisions, conditions and obligations as contained in Development Guide recorded November 10, 2014 at Reception No. 214103296.
26. The fact that the roads providing access are private and not dedicated for public use.
27. Notes, easements and restrictions as shown on the plat of Site S-334, Site Addition to Crystal Park Subdivision No. 2 recorded _____ at Reception No. _____.

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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