

NORTH AMERICAN TITLE COMPANY OF COLORADO
7900 E. Union Ave, Suite 100, Denver, CO 80237
Phone: (303)220-1112
Fax: (303)220-1172

OUR FILE NO.: 36200-19-02505 **REVISION NO.:**
PROPERTY ADDRESS: Cottonwood Highlands, Parker, CO

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: Lennar Colorado, LLC, a Colorado limited liability company
Street Address: 9193 S. Jamaica Street
City, State, Zip: Englewood, CO 80112
Attn: Joseph Huey

AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

Issued by North American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, North American Title Insurance Company, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Effective Date, this Commitment terminates and the Company's liability and obligation end.


NORTH AMERICAN TITLE INSURANCE COMPANY

BY


Emilio Fernandez, **PRESIDENT**



ATTEST


Valerie Jahn-Grandin, **SECRETARY**

This commitment for title insurance was created electronically and constitutes an original document.

ANTI-FRAUD STATEMENT: 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

This anti-fraud statement is affixed to and made a part of this commitment for title insurance.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: North American Title Company of Colorado
Issuing Office: 7900 E. Union Ave, Suite 100, Denver, CO 80237
Commitment No.:
Property Address: Cottonwood Highlands, Parker, CO

1. **COMMITMENT EFFECTIVE DATE:** November 21, 2019 at 07:30 AM

2. **POLICIES TO BE ISSUED:**

A. **Informational Commitment**

Proposed Insured:

NA

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS**
FEE SIMPLE.

4. **TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE COMMITMENT EFFECTIVE DATE**
VESTED IN:

[Lennar Colorado, LLC, a Colorado limited liability company](#)

5. **THE LAND IS DESCRIBED AS FOLLOWS:**

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

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ISSUE DATE: DECEMBER 4, 2019

Kimberly Clark

By: _____
Authorized Officer or Agent

EXHIBIT "A"
Legal Description

Commitment No.: 36200-19-02505

PARCEL A:

TRACT A,
COTTONWOOD HIGHLANDS FILING NO. 4, AMENDMENT NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

PARCEL B:

TRACT A,
COTTONWOOD HIGHLANDS FILING NO. 5, AMENDMENT NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

File No.: 36200-19-02505

Revision No.:

Date: December 5, 2019

Property Address: Cottonwood Highlands, Parker, CO

Owner: Lennar Colorado, LLC, a Colorado limited liability company

ESTIMATE OF TITLE PREMIUMS / FEES

Informational Commitment

Research Fee

\$1,000.00

SCHEDULE B-I
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Commitment No.: 36200-19-02505

REQUIREMENTS

All of the following Requirements must be met:

- A. 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.**
- B. Pay the agreed amount for the estate or interest to be insured.**
- C. Pay the premiums, fees, and charges for the Policy to the Company.**
- D. 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 is provided for information purposes only. The liability of the Company shall not exceed the amount paid for said information.

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Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16)
Form: C.CO.1005.

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SCHEDULE B-II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Commitment No.: 36200-19-02505
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 will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by a person or persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, conflict in boundary lines, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land not shown in the Public Records.**
4. **Any lien, right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown in the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the Land subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires of record for value the estate, 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; and (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings not shown in 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, not shown in the Public Records.**

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
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SCHEDULE B-II

(Continued)

8. Reservations made by the Union Pacific Railway Company in Deed recorded May 19, 1891 in [Book 1 at Page 276](#), providing substantially as follows: Reserving unto the Company and its assigns all coal that may be found underneath the surface of the land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same; and any and all assignments thereof or interest therein.

NOTE: Deed and Agreement Covering Coal and Coal Rights in connection therewith recorded April 2, 1984 in [Book 514 at Page 204](#).

NOTE: Assignment and Acceptance in connection therewith recorded February 8, 1984 in [Book 507 at Page 960](#).

NOTE: Memorandum of Lease Agreement in connection therewith recorded July 6, 1984 in [Book 528 at Page 629](#).

NOTE: Request for Notification of Surface Development in connection therewith recorded May 16, 2002 in [Book 2330 at Page 1450](#).

9. The effect of the inclusion of the subject property in the Cottonwood Water and Sanitation District, as disclosed by the instrument recorded September 5, 1980 in [Book 393 at Page 404](#). (Parcels A and B)

NOTE: Notice of said District's Rules and Regulations recorded January 28, 1994 in [Book 1177 at Page 899](#). Intergovernmental Agreement recorded January 14, 1991 in [Book 950 at Page 205](#). Notice recorded November 8, 2006 at Reception No. [2006096424](#) and November 16, 2006 at Reception No. [2006098382](#).

10. Terms, conditions, provisions, agreements and obligations specified under the Cottonwood Planned Community Development Guide recorded November 14, 1980 in [Book 398 at Page 380](#). Cottonwood Planned Community Development Guide Amendment No. 1 recorded August 31, 1981 in [Book 420 at Page 771](#). Cottonwood Planned Community Development Guide recorded October 18, 1982 in [Book 454 at Page 94](#). Cottonwood Planned Community Development Guide Amendment No. 3 recorded February 28, 1985 in [Book 563 at Page 550](#). (Parcel B)
11. Terms, conditions, provisions, agreements and obligations specified under the Avigation and Hazard Easement recorded August 4, 1981 in [Book 418 at Page 436](#). (Parcels A and B)
12. The effect of the Amended Master Plan recorded April 17, 1981 at Reception No. [267451](#). Rezoning (PD-Planned Development) Master Plan Amendment No. 2 recorded July 19, 1982 at Reception No. [288717](#). (Parcel B)
13. The effect of the inclusion of the subject property in the Arapahoe County Airport Influence Area, as disclosed by the instrument recorded April 29, 1982 in [Book 440 at Page 204](#) and re-recorded February 8, 1983 in [Book 465 at Page 324](#). (Parcel A)
14. Terms, conditions, provisions, agreements and obligations specified under the Easement recorded June 24, 1982 in [Book 444 at Page 647](#). (Parcel B)
15. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-82-34 recorded February 18, 1983 in [Book 465 at Page 324](#). (Parcel B)

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
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SCHEDULE B-II

(Continued)

16. The effect of the inclusion of the subject property in the Cottonwood Metropolitan District, as disclosed by the instrument recorded April 28, 1987 in [Book 716 at Page 992](#). (Parcel A and B)
 17. The effect of the inclusion of the subject property in the Cherry Creek Basin Authority, as disclosed by the instrument recorded May 6, 1988 in [Book 790 at Page 718](#). (Parcel A and B)
 18. An easement for utilities and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded November 7, 1989 in [Book 881 at Page 72](#). (Parcel A)
 19. Each and every right or rights of access to and from any part of the right of way for Colorado State Highway No. Access Deeds, from and to any part of the subject property abutting upon said highway as granted to the Department of Highways, State of Colorado, recorded March 12, 1990 in [Book 900 at Page 748](#) and in [Book 900 at Page 836](#) and in Rule and Order recorded April 13, 1990 in [Book 907 at Page 295](#). (Parcel A)
 20. Terms, conditions, provisions, agreements and obligations specified under the Permanent Easement recorded March 12, 1990 in [Book 900 at Page 765](#). (Parcel A)
 21. Terms, conditions, provisions, agreements and obligations specified under the Permanent Easement recorded March 12, 1990 in [Book 900 at Page 774](#). (Parcel A)
 22. Water Rights as conveyed in Quit Claim Deed recorded October 29, 1993 in [Book 1157 at Page 937](#) and any and all assignments thereof. (Parcel B)
 23. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded September 7, 1999 in [Book 1753 at Page 45](#). (Parcel A)
 24. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded July 31, 2001 at Reception No. [1124467](#). (Parcel B)
 25. Terms, conditions, provisions, agreements and obligations specified under the Rule and Order recorded September 4, 2001 in [Book 2121 at Page 1732](#) and January 16, 2002 in [Book 2241 at Page 1889](#). (Parcel B)
- NOTE: Quit Claim Deed recorded March 26, 2002 in [Book 2294 at Page 1168](#).
26. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded April 16, 2003 at Reception No. [2003053133](#). (Parcel B)
 27. Terms, conditions, provisions, agreements and obligations specified under the Ordinance 3.213 Series of 2003 recorded February 9, 2006 at Reception No. [2006011596](#). (Parcel B)

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SCHEDULE B-II

(Continued)

28. Terms, conditions, provisions, agreements and obligations specified under the Planned Development of Cottonwood Highlands recorded February 9, 2006 at Reception No. [2006011597](#), Cottonwood Highlands PD First Amendment recorded June 29, 2006 at Reception no. [2006055384](#). Cottonwood Highlands PD Second Amendment recorded December 6, 2011 at Reception No. [2011076810](#). (Parcels A and B)

NOTE: Ordinance No. 3.213, Series of 2003 recorded February 9, 2006 at Reception No. [2006011596](#).

NOTE: Ordinance No. 3.213.1, Series of 2006 recorded June 29, 2006 at Reception No. [2006055383](#).

NOTE: Ordinance No. 3.213.4, Series of 2014 recorded April 11, 2014 at Reception No. [2014017822](#).

NOTE: Ordinance No. 3.213.5, Series of 2015 recorded June 5, 2017 at Reception No. [2017037082](#).

29. Easements, notes, covenants, restrictions and rights-of-way as shown on plat of Development Plan Map of Cottonwood Highlands recorded February 9, 2006 at Reception No. [2006011598](#) and First Amendment recorded June 29, 2006 at Reception No. [2006055385](#) and Second Amendment recorded December 8, 2011 at Reception No. [2011076809](#) and Third Amendment recorded April 11, 2014 at Reception No. [2014017824](#). Highlands Planned Development - Fourth Amendment Development Plan recorded June 6, 2017 at Reception No. [2017037729](#). Cottonwood Highlands Planned Development - Fifth Amendment Development Plan recorded August 28, 2017 at Reception No. [2017058577](#). (Parcel A and B)

30. Terms, conditions, provisions, agreements and obligations specified under the Public Service Company of Colorado recorded May 12, 2008 at Reception No. [2008033456](#). (Parcel A)

31. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded August 12, 2009 at Reception No. [2009065006](#). (Parcels A and B)

32. Terms, conditions, provisions, agreements and obligations specified under the Amended and Restated Annexation Agreement recorded April 11, 2014 at Reception No. [2014017825](#) and First Amendment recorded November 7, 2014 at Reception No. [2014065019](#), Second Amendment to Amended and Restated Annexation Agreement Cottonwood Highlands recorded June 5, 2017 at Reception No. [2017037065](#), Third Amendment to Amended and Restated Annexation Agreement Cottonwood Highlands recorded August 28, 2017 at Reception No. [2017058580](#), Fourth Amendment to Amended and Restated Annexation Agreement recorded February 22, 2019 at Reception No. [2019009089](#). (Parcels A and B)

NOTE: Annexation Map to the Town of Parker Cottonwood Highlands Planned Development Parcel 2 Series 2 recorded February 9, 2006 at Reception No. [2006011433](#)..

33. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Cottonwood Highlands Filing No. 4 recorded April 30, 2014 at Reception No. [2014021613](#). (Parcel A)

34. Terms, conditions, provisions, agreements and obligations specified under the License recorded January 21, 2015 at Reception No. [2015003977](#). (Parcels A and B)

NOTE: Consent to Assignment of License recorded July 13, 2015 at Reception No. [2015048707](#).

35. The effect of the inclusion of the subject property in the Cottonwood Highlands Metropolitan District No. 1, as disclosed by the instrument recorded January 26, 2015 at Reception No. [2015004581](#). (Parcel B)

36. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded October 23, 2015 at Reception No. [2015076964](#). (Parcel A)

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
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SCHEDULE B-II

(Continued)

37. Terms, conditions, provisions, agreements and obligations specified under the Water and Sanitation Infrastructure Funding Agreement recorded November 3, 2015 at Reception No. [2015079401](#). (Parcel A)
38. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded December 18, 2015 at Reception No. [2015090042](#). (Parcel A)
39. Terms, conditions, provisions, agreements and obligations specified under the General Right-of-Way Easement recorded December 18, 2015 at Reception No. [2015090043](#). (Parcel B)
40. Terms, conditions, provisions, agreements and obligations specified under the Drainage Easement Agreement recorded December 15, 2016 at Reception No. [2016091702](#) and at Reception No. [2016092198](#). (Parcel A)
41. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Cottonwood Highlands Filing No. 5 recorded January 25, 2016 at Reception No. [2016004595](#). (Parcel B)
42. Terms, conditions, provisions, agreements and obligations specified under the Certification of The Regional Transportation District (RTD) Current District Area recorded March 3, 2016 at Reception No. [2016012841](#). (Parcel B)
43. Terms, conditions, provisions, agreements and obligations specified under the Easement and Temporary Construction Easement recorded April 12, 2016 and at Reception No. [2016021688](#) recorded May 24, 2016 at Reception No. [2016032632](#). (Parcel B)
44. Reservation of Water Rights as set forth in Affidavit and QuitClaim Deed recorded September 6, 2016 at Reception No. [2016061160](#). (Parcels A and B)
45. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement - Cottonwood Highlands Booster Pump Station No. 1 recorded May 25, 2017 at Reception No. [2017034962](#). (Parcel A)
46. Reservation by Cottonwood Water and Sanitation District in Affidavit and QuitClaim Deed recorded May 25, 2017 at Reception No. [2017034963](#). (Parcel A)
47. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Cottonwood Highlands Filing No. 4, Amendment No. 1 recorded June 5, 2017 at Reception No. [2017037061](#). (Parcel A)
48. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded July 19, 2017 at Reception No. [2017048725](#). (Parcel A)
49. Terms, conditions, provisions, agreements and obligations specified under the Resolution of the Board of Directors of Cottonwood Highlands Metropolitan District No. 1 Concerning the Imposition of an Operations Fee and a Working Capital Fee recorded January 16, 2018 at Reception No. [2018003244](#). (Parcel A)
50. Terms, conditions, provisions, agreements and obligations specified under the Declaration of Restrictions recorded August 24, 2018 at Reception No. [2018051673](#). (Parcel A and B)
51. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Cottonwood Highlands Filing No. 5, Amendment No. 1 recorded September 27, 2018 at Reception No. [2018059048](#).

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
Form: C.CO.1005.

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SCHEDULE B-II

(Continued)

52. Reservations in Special Warranty Deed recorded February 25, 2019 at Reception No. [2019009382](#).
53. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement recorded February 25, 2019 at Reception No. [2019009383](#).
54. Terms, conditions, provisions, agreements and obligations specified under the District Disclosure recorded April 3, 2019 at Reception No. [2019017320](#).
55. The effect of the inclusion of the subject property in the Cottonwood Highlands Metropolitan District No. 1 and 2, as disclosed by the instrument recorded April 9, 2019 at Reception No. [2019018551](#).

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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 unfiled mechanic's and material-men's liens.

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Disclosure Statement - ALTA® Commitment for Title Insurance (8/1/16)
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- 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.

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The States Title Family of Companies

FACTS	WHAT DOES THE STATES TITLE 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?	<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"> • Social Security number and income • Transaction history and payment history • Purchase history and account balances 		
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 the States Title Family of Companies ("ST") chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does ST 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		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1 (650) 419-3827		

Who we are	
Who is providing this notice?	The States Title Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does ST 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 secure files and buildings.
How does ST collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID 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 <ul style="list-style-type: none"> • 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.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
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. <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • ST doesn't jointly market.

The States Title Family of Companies consists of the following entities:

States Title Holding Inc.	North American Title Company
States Title, Inc.	North American Title Company, Inc.
States Title Insurance Company	North American Title Company of Colorado
States Title Insurance Company of California	North American Title Insurance Company
States Title Agency, Inc.	North American Services, LLC
Spear Agency Acquisition Inc.	North American Title Agency, Inc.
Title Agency Holdco, LLC.	North American Title, LLC
	North American Title Company, LLC
	NASSA LLC
	North American Asset Development, LLC