FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC.

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC.

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, *Fidelity National Title Insurance Company, Inc.*, a Washington 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 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

(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; [and]
(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.
(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

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

(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>.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC.

DISCLOSURE STATEMENT

- Colorado Insurance Regulation 8-1-2, Section 5, Paragraph F, requires that "Whenever a title entity provides the closing and settlement service that is in conjunction with the issuance of an owner's policy of title insurance, it shall update the title commitment from the date of issuance to be as reasonably close to the time of closing as permitted by the real estate records. Such update shall include all impairments of record at the time of closing or as close thereto as permitted by the real estate records. The 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 undisclosed matters that appear of record prior to the time of closing."

- Colorado Insurance Regulation 8-1-2, Section 5, Paragraph G, requires that "As soon as reasonably practical prior to closing, every title entity shall notify in writing every prospective insured under an owner's title commitment the circumstances under which the title insurance company is responsible for all matters which appear of record prior to the time of recording (commonly referred to as "Gap Coverage"). This notice shall be clear and conspicuous, reasonably understandable, and designed to call attention to its nature and significance."

- Colorado Insurance Regulation 8-1-2, Section 5, Paragraph H, 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." **Provided that DHI Title Agency conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B, Paragraph 2 will NOT appear in the Owner's Title Policy and Lender's Title Policy when issued.**

- Pursuant to Section §38-35-125(2) of Colorado Revised Statutes and Colorado Insurance Regulation 8-1-2, Section 5, Paragraph J, if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.

- Colorado Insurance Regulation 8-1-2, Section 5, Paragraph M requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanic's or Materialman's liens may or may not be deleted upon the satisfaction of the requirements(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.

- Colorado Insurance Regulation 8-1-3, Section 5, Paragraph C.11.f requires a title insurance company to the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."

- Pursuant to §10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

    - 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 §10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

  - 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 §30-10-406(3)(a) of the Colorado Revised Statutes, 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 may refuse to record or file a document that does not conform to requirements of this paragraph.

- Pursuant to §38-35-109(2) of the Colorado Revised Statutes, a notation of the purchaser's legal address, (not necessarily the same as the property address) shall be included on the face of the deed to be recorded.

- Pursuant to §39-14-102 of Colorado Revised Statutes, a Real Property Transfer Declaration shall 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 §39-22-604.5 of Colorado Revised Statutes, if the sales price of the subject property exceeds $100,000.00, the seller shall be required to comply with the Disclosure of Withholding Provisions (Nonresident Withholding) therein.

- NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may or may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

- **NOTICE CONCERNING FRAUDULENT INSURANCE ACTS: Pursuant to §10-1-128(6)(a) of Colorado Revised Statutes, 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 purposes 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.**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC.

Transaction Identification Data for reference only:

Issuing Agent: Ken Owen Cosner
Issuing Office: DHI Title Agency
ALTA ® Universal ID: 1038283
Loan ID No.:
Commitment No.: 571-214101012
Issuing Office File No.: 571-214101012
Property Address: 577 Lots Bella Mesa, 293.2 Acres, Castle Rock, CO
Revision No.: Amendment 1

SCHEDULE A

1. Commitment Date: August 5, 2022 at 12:00 AM
2. Policy to be issued:

   (a) ☑
   Proposed Insured: Melody Homes, Inc., a Delaware Corporation
   Proposed Policy Amount: $0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

   Fourth Investment USA, LLC, a Colorado limited liability company
5. The Land is described as follows:

   A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WAS ASSUMED TO BEAR NORTH 89’29’00” EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO.

   BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4;

   THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89’29’00’ EAST, A DISTANCE OF 1315.69 FEET TO THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 4;

   THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89’30’29” EAST, A DISTANCE OF 1315.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED UNDER RECEPTION NO. 153352 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER’S OFFICE.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.77 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WEST LINE OF CASTLEWOOD NORTH AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9 ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212 IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212, SOUTH 00’35’24” EAST, A DISTANCE OF 1331.27 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 9 ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502, IN SAID RECORDS;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO. 2004043911 AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913, IN SAID RECORDS, SOUTH 89’45’44” WEST, A DISTANCE OF 2651.14 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 8 AND 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

6) NORTH 78’03’56” WEST, A DISTANCE OF 139.86 FEET;
7) NORTH 82’58’53” WEST, A DISTANCE OF 180.71 FEET;
8) NORTH 00’10’17” EAST, A DISTANCE OF 442.62 FEET;
9) NORTH 89’59’28” WEST, A DISTANCVE OF 1007.65 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611, ION SSAID RECORDS;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECPTION NO. 2006093611, NORTH 00’30’26” WEST, A DISTANCE OF 816.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL “A” IN RECEPTION NO. 2012031487, IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL “A” THE FOLLOWING TWO (2) COURSES:

1) NORTH 41’07’15” EAST, A DISTANCE OF 1267.41 FEET;
2) NORTH 08’14’03” EAST, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5,

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, IN SAID RECORDS;

THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, NORTH 45’28’41” EAST, A DISTANCE OF 604.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

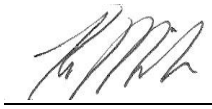
THENCE ALONG SAID WEST LINE, NORTH 00’08’29” EAST, A DISTANCE OF 883.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 293.205 ACRES (12,722,020 SQUARE FEET), MORE OR LESS.

PREMIUMS:

0.00

DHI Title Agency



Kim Minks, Authorized Agent

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

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..

   Special Warranty Deed from Fourth Investment USA, LLC to Melody Homes, Inc..

5. Receipt and review of all corporate/entity/trust documents for subject parties as may be required under Colorado underwriting guidelines.

6. We find no outstanding liens of record against the subject property.

   INFORMATIONAL NOTE: Please click here for available document copies.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B
(Continued)

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 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 by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.

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 the value the estate or interest or mortgage thereon covered by this Commitment.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.

7. All taxes and assessments, now or heretofore assessed, due or payable.

   NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Covenants, conditions and restrictions and other instruments recorded in the Public Records purporting to impose a transfer fee or a conveyance fee payable upon the transfer of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens, or charges, whether recorded or unrecorded, if any, currently due and payable or that will become due and payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

9. All existing roads, highways, ditches, utilities, reservoirs, canals, pipelines, power, telephone, or water lines, railroads, aircraft overflight paths and rights of way and easements thereof.

10. All restrictions, covenants, declarations, conditions, leases, agreements and mineral reservations of record, and any and all modifications thereof if any.

    NOTE: Items 1-5, 8-10 will be deleted from the final title policy.

    NOTE: Item 7 will be amended to read “Taxes and assessments for the year 2022 and subsequent years,

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

a lien not yet due and payable."

11. The right of proprietor of a vein or lode to extract and remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights-of-way for ditches and canals as reserved in the United States Patent recorded:
May 2, 1900 in Book 12 at Page 145 (affects NE 1/4, NE 1/4 Sec. 8).

    NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Terms, conditions, provisions, agreements and easements specified under the Order and Decree in the Matter of the Organization of the Castle Rock Fire Protection District recorded September 12, 1980 in Book 393 at Page 836 and rerecorded September 16, 1980 in Book 394 at Page 93.

13. Terms, conditions, provisions, and agreements specified under the Annexation Contract Villages at Castle Rock recorded August 11, 1981 in Book 419 at Page 88.

14. Terms, conditions, provisions, agreements and easements specified under the Ordinance No. 3.71 Amending the Zoning District Map of the Town of Castle Rock recorded August 11, 1981 in Book 419 at Page 189 and rerecorded August 13, 1985 in Book 589 at Page 756.

    Amending Ordinance No. 3.71 recorded December 18, 1986 in Book 688 at Page 579.

    Ordinance No. 2006-34 recorded July 31, 2006 at Reception No. 2006064805.

15. Any right, easement, setback, interest, claim, encroachment, encumbrance. violation, variations or other adverse circumstance affecting the Title disclosed by The Villages at Castle Rock Planned Unit Development Preliminary Site Plan recorded August 11, 1981 at Reception No. 272708.

16. Terms, conditions, provisions, agreements and easements specified under the Water Facilities Acquisition Agreement recorded September 30, 1985 in Book 598 at Page 346.

    Agreement Releasing Certain Credits Against Future Development Fees recorded September 30, 1985 in Book 598 at Page 368.

17. Terms, conditions, provisions, agreements and easements specified under the Annexation to the Town of Castle Rock recorded September 11, 1985 at Reception No. 361813.

    Annexation and Development Contract recorded September 11, 1985 in Book 594 at Page 324.

    Ratification of Annexation and Development Contract recorded July 19, 1991 in Book 983 at Page 125 (Reception No. 9121944).

18. Any right, easement, setback, interest, claim, encroachment, encumbrance. violation, variations or other adverse circumstance affecting the Title disclosed by Founders Village The Villages at Castle Rock recorded September 11, 1985 at Reception No. 361815.

    Major Modification recorded September 02, 1994 at Reception No. 9446139.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B
(Continued)

19. Terms, conditions, provisions, and agreements specified under the Agreement recorded October 1, 1985 in Book 598 at Page 609.

20. INTENTIONALLY DELETED

21. INTENTIONALLY DELETED

22. INTENTIONALLY DELETED.

23. Terms, conditions, provisions, and agreements specified under The Organization of Cherry Creek Basin Authority recorded May 6, 1988 in Book 790 at Page 718.

24. INTENTIONALLY DELETED

25. INTENTIONALLY DELETED

26. INTENTIONALLY DELETED

27. Terms, conditions, provisions, and agreements specified under the Order and Decree Organizing District and Issuance of Certificates of Election recorded November 18, 2004 at Reception No. 2004118809.

    Special District Public Disclosure recorded December 19, 2014 at Reception No. 2014074526.

    Order Confirming District Name Change recorded September 20, 2016 at Reception No. 2016065630.

    Special District Public Disclosure recorded December 19, 2016 at Reception No. 2016093446.

28. INTENTIONALLY DELETED

29. Terms, conditions, provisions, agreements under the Memorandum of Agreement recorded August 17, 2005 at Reception No. 2005077558.

    First Amendment to Agreement Concerning Infrastructure Cost Reimbursement recorded July 31, 2006 at Reception No. 2006064814.

30. INTENTIONALLY DELETED

31. INTENTIONALLY DELETED

32. INTENTIONALLY DELETED

33. INTENTIONALLY DELETED

34. Terms, conditions, provisions, agreements and easements specified under the Ordinance No. 2014-36 Amending the town's zone district map recorded January 22, 2016 at Reception No. 2016004150.

35. INTENTIONALLY DELETED

36. INTENTIONALLY DELETED

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

37. INTENTIONALLY DELETED.

38. INTENTIONALLY DELETED.

39. INTENTIONALLY DELETED.

40. INTENTIONALLY DELETED.

41. INTENTIONALLY DELETED.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

EXHIBIT A

The Land is described as follows:

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WAS ASSUMED TO BEAR NORTH 89’29’00” EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89’29’00’ EAST, A DISTANCE OF 1315.69 FEET TO THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89’30’29” EAST, A DISTANCE OF 1315.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED UNDER RECEPTION NO. 153352 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER’S OFFICE.

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.77 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WEST LINE OF CASTLEWOOD NORTH AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9 ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212 IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212, SOUTH 00’35’24” EAST, A DISTANCE OF 1331.27 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 9 ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502, IN SAID RECORDS;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO. 2004043911 AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913, IN SAID RECORDS, SOUTH 89’45’44” WEST, A DISTANCE OF 2651.14 FEET TO THE NORTH

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

SIXTEENTH CORNER OF SAID SECTIONS 8 AND 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

1) NORTH 78’03’56” WEST, A DISTANCE OF 139.86 FEET;
2) NORTH 82’58’53” WEST, A DISTANCE OF 180.71 FEET;
3) NORTH 00’10’17” EAST, A DISTANCE OF 442.62 FEET;
4) NORTH 89’59’28” WEST, A DISTANCVE OF 1007.65 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611, ION SSAID RECORDS;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECPTION NO. 2006093611, NORTH 00’30’26” WEST, A DISTANCE OF 816.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL “A” IN RECEPTION NO. 2012031487, IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL “A” THE FOLLOWING TWO (2) COURSES:

1) NORTH 41’07’15” EAST, A DISTANCE OF 1267.41 FEET;
2) NORTH 08’14’03” EAST, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, IN SAID RECORDS;

THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, NORTH 45’28’41” EAST, A DISTANCE OF 604.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID WEST LINE, NORTH 00’08’29” EAST, A DISTANCE OF 883.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 293.205 ACRES (12,722,020 SQUARE FEET), MORE OR LESS.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Associat

AMERICAN LAND TITLE ASSOCIATION

DHI TITLE AGENCY

U. S. CONSUMER PRIVACY POLICY NOTICE

Rev. 12.30.2019

FACTS	**WHAT DOES DHI TITLE 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security Number and Income • Payment History and Account Balances • Credit History and Employment Information
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 DHI Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does DHI Title 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	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• Call toll free (844) 312-1523 — our menu will prompt you through your choices. • Visit us online: www.dhititle.com or • Mail the form below Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call (844) 312-1523 or go to www.dhititle.com

PRIVACY POLICY NOTICE
(Continued)

Mail In Form

Mark any/all you want to limit:

☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

☐ Do not allow your affiliates to use my personal information to market to me.

Name:	
Address:	
City, State, ZIP	
GF Number:	
Mail to:	DHI Title Attn: Compliance Department 10700 Pecan Park Blvd., Suite 220 Austin, TX 78750

Who we are

Who is providing this notice?	DHI Title of Texas, Ltd.; Travis County Title Company dba DHI Title of Central Texas/DHI Title Agency; DHI Title of Florida, Inc.; DHI Title of Minnesota, Inc. dba DHI Title of Louisiana; DHI Title of Arizona, Inc. dba DHI Title Agency; DHI Title of Nevada, Inc.; DHI Title of Alabama, Inc.; DHI Title of Washington, Inc.

What we do

How does DHI Title 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 DHI Title 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. See below for more information on your rights under state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include financial companies, such as D.R. Horton Insurance Agency, Inc., DHI Mortgage Company, Ltd., and title companies with a DHI Title name; and nonfinancial companies, such as D.R. Horton, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *DHI Title 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 services to you. • *DHI Title does not jointly market.*

Other Important Information

California Residents. We will not share personal information we collect about you with nonaffiliated third parties unless permitted by California law. We do not share personal information we collect about you with nonaffiliated third parties for their direct marketing purposes. We may, however, in accordance with California law, share such personal information with nonaffiliated third parties, in certain circumstances, including, but not limited to, when you direct us to share such information, to process or administer transactions that you have requested, to market our products and services to you, or to comply with the law. We will not share personal information we have collected about you with our affiliates for their marketing purposes if you have opted out from such sharing. And, we will further limit sharing of personal information collected about you with our affiliates to the extent required by California law and in accordance with your privacy choices. California residents, please go to https://www.dhititle.com/Footer/LEGAL/Your-Privacy-Rights/Your-Choices, for your additional privacy choices.

PRIVACY POLICY NOTICE
(Continued)

Vermont Residents. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. We may, however, for example, in accordance with Vermont law, share certain personal information that we collect about you with nonaffiliated third parties in order to service or process a financial product or service that you request; to protect against or prevent actual or potential fraud; to comply with federal, state or local laws, rules and other applicable requirements or in accordance with your requests and with your consent. We may share information about our experiences or transactions with you with our affiliates without your consent. Additional information concerning our privacy policies can be found at our website, www.dhititle.com, by contacting us at Compliance911@drhorton.com or by calling (844) 312-1523.

Nevada Residents. We provide this notice under Nevada law. We may contact our existing Nevada customers by telephone to offer new or different financial services or products. Nevada customers have the right to opt out of these calls by adding their names to our internal Do-Not-Call list. To opt-out of these calls by being placed on our internal Do-Not-Call list or to receive additional information about your opt-out rights, call us at (844) 312-1523, write to us at DHI Title, Attn: Compliance Department, 10700 Pecan Park Blvd., Suite 220, Austin, TX 78750 or email us at Compliance911@drhorton.com. In addition to contacting DHI Title, you may contact the Nevada Attorney General for more information about your opt out rights by calling (702) 486-3132, emailing aginfo@ag.nv.gov, or by writing to: Office of the Attorney General, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV 89701-4717.

At DHI Title, we place an enormous emphasis on information security.

DHI TITLE® AGENCY
A D.R. Horton® Company

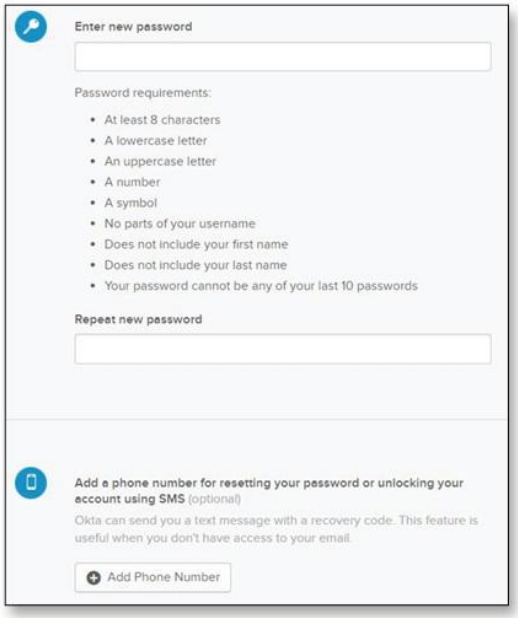
Therefore, we utilize the secure DHI Title Live portal when we need to communicate and/or collaborate on each and every real estate transaction.

1

- You will receive an invitation to join DHI Title Live, which will look similar to what is seen in image 1. Note the "Click Here To Login" button.

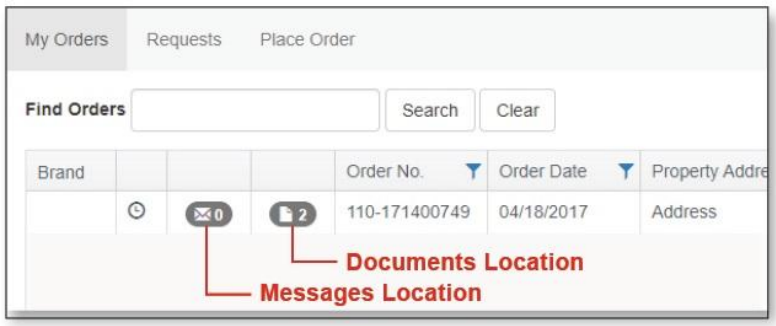
- If it is your first time, you will be taken to a page to create your account, which will look similar to image 2. You will need to complete each section provided.

2



- After your account has been created, you will be able to log in (using the password you choose) and access the page similar to what is seen in image 3. This page provides access to messages and documents.

3



DHI TITLE AGENCY
9555 South Kingston Court
Englewood, CO 80112
(303)649-7400 - Fax (800)811-3630

*******************NOTICE TO OUR CUSTOMERS*******************

DHI Title, in conjunction with our bank, utilizes Positive Pay when issuing all checks related to our closing services.

What is Positive Pay? Positive Pay is an automated fraud detection tool which allows a bank to verify that all checks going through the bank have been properly issued by the bank's client before cashing the check, and in some instances, depositing the check.

How does it work? DHI Title transmits a file of issued checks to the bank at the end of each day. When issued checks are presented for payment at the bank, they are compared electronically against the list of transmitted checks. The bank compares the account number, check number, and dollar amount of each check presented to the list of all checks issued. When a check is presented that does not have a match in the file, it becomes an exception item. The bank sends the exception item to DHI Title. At that time, DHI Title will review the check and instruct the bank to pay or return the check.

Why is it important for you to know about Positive Pay? Transmissions of issued checks are done each evening for the checks issued during the day. Therefore, if you try to cash a check issued by DHI Title the same day the check is issued, the bank will not be able to process the transaction because the check will not yet have been transmitted to the bank as an issued and valid check. Normally, you can deposit the check the same day with no problem.

> *EXCEPTION: Chase bank has an additional control on deposits made to their accounts. They will review all checks written on Chase bank accounts to make sure they are on the positive pay issue file. If it is not on file, they will not accept the check for deposit or cash the check until it is on file. This is typically the day after the issue date.*

THANK YOU FOR YOUR BUSINESS!

NOTICE OF TITLE COMPANY'S BUSINESS AFFILIATION

Date: August 12, 2022

From: DHI Title Agency
9555 South Kingston Court
Englewood, CO 80112

Property: 577 Lots Bella Mesa, 293.2 Acres
Castle Rock, CO

Bella Mesa,
Town of Castle Rock, County of Douglas,
State of Colorado

To: Melody Homes, Inc.

This is to give you notice that DHI Title Agency has a business relationship with:

D.R. Horton, Inc. *	**DHI Mortgage Company, Ltd.**
Continental Homes **	**D.R. Horton Insurance Agency, Inc.**
Emerald Homes	**D.R Horton Realty, Inc.**
Express Homes	**DHI Title Insurance Company *****
Forestar (USA) Real Estate Group, Inc.	**DHI Communities aka DHIC (and any affiliated special entity)**

*** D. R. Horton, Inc. is intended to include D.R. Horton and its similarly named subsidiaries.**

**** Continental Homes is intended to include Continental Homes and its similarly named subsidiaries.**

***** Travis County Title Company provides closing services and title insurance services through several underwriters of title insurance policies, one of which is DHI Title Insurance Company.**

The nature of this business relationship is that these companies are corporate affiliates, each being wholly or partially owned by, or by a subsidiary of, the same parent corporation. Because of this relationship, any referral may provide DHI TITLE AGENCY OR ITS AFFILIATE a financial or other benefit.

You are NOT required to use these companies as a condition of your sale, purchase, or refinance, concerning the Property which is the subject of this transaction, or as a condition of your application for, or settlement of, a mortgage loan or escrow transaction, related to the Property in connection with this transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that DHI TITLE AGENCY may receive a financial or other benefit as a result of any referral being made from any of DHI TITLE AGENCY'S affiliated businesses relationships. We further acknowledge we received the Notice of Business Affiliation at the time we opened our order with DHI TITLE AGENCY in accordance with the Affiliated Business Arrangements regulations and requirements set forth in the Real Estate Settlement Procedures Act (RESPA).

PREMIUM DOCUMENT - GF NO 571-214101012

Current as of July 22, 2022

Loan Policy:	$	**Owner's Policy:**	$ 0.00
Open Date:	August 2, 2021	**Close Date:**	July 22, 2022
Buyers:	Melody Homes, Inc.	**Sellers:**	Fourth Investment USA, LLC

Property: 577 Lots Bella Mesa, 293.2 Acres, Castle Rock, CO

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WAS ASSUMED TO BEAR NORTH 89’29’00” EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89’29’00’ EAST, A DISTANCE OF 1315.69 FEET TO THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89’30’29” EAST, A DISTANCE OF 1315.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED UNDER RECEPTION NO. 153352 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER’S OFFICE.

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.77 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WEST LINE OF CASTLEWOOD NORTH AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SOUTH 00’22’07” EAST, A DISTANCE OF 1309.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9 ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212 IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212, SOUTH 00’35’24” EAST, A DISTANCE OF 1331.27 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 9 ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502, IN SAID RECORDS;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO.

PREMIUM DOCUMENT - GF NO 571-214101012

Rate Code	Description	DHI Title	Underwriter	Total

2004043911 AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913, IN SAID RECORDS, SOUTH 89’45’44” WEST, A DISTANCE OF 2651.14 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 8 AND 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

1) NORTH 78’03’56” WEST, A DISTANCE OF 139.86 FEET;
2) NORTH 82’58’53” WEST, A DISTANCE OF 180.71 FEET;
3) NORTH 00’10’17” EAST, A DISTANCE OF 442.62 FEET;
4) NORTH 89’59’28” WEST, A DISTANCVE OF 1007.65 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611, ION SSAID RECORDS;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECPTION NO. 2006093611, NORTH 00’30’26” WEST, A DISTANCE OF 816.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL “A” IN RECEPTION NO. 2012031487, IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL “A” THE FOLLOWING TWO (2) COURSES:

1) NORTH 41’07’15” EAST, A DISTANCE OF 1267.41 FEET;
2) NORTH 08’14’03” EAST, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, IN SAID RECORDS;

THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, NORTH 45’28’41” EAST, A DISTANCE OF 604.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID WEST LINE, NORTH 00’08’29” EAST, A DISTANCE OF 883.20 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 293.205 ACRES (12,722,020 SQUARE FEET), MORE OR LESS.

Rate Code	Description	DHI Title	Underwriter	Total
Owner's Policy 1				
	Owner's Policy	$0.00	$0.00	$0.00

PREMIUM DOCUMENT - GF NO 571-214101012

Rate Code	Description	DHI Title	Underwriter	Total
	CO-103_11 (Access and Entry)	$44.00	$6.00	$50.00
	CO-100_33 (Patent)	$88.00	$12.00	$100.00
		$132.00	**$18.00**	**$150.00**
	TOTAL:	**$132.00**	**$ 18.00**	**$150.00**