

LAKEPOINT MANOR

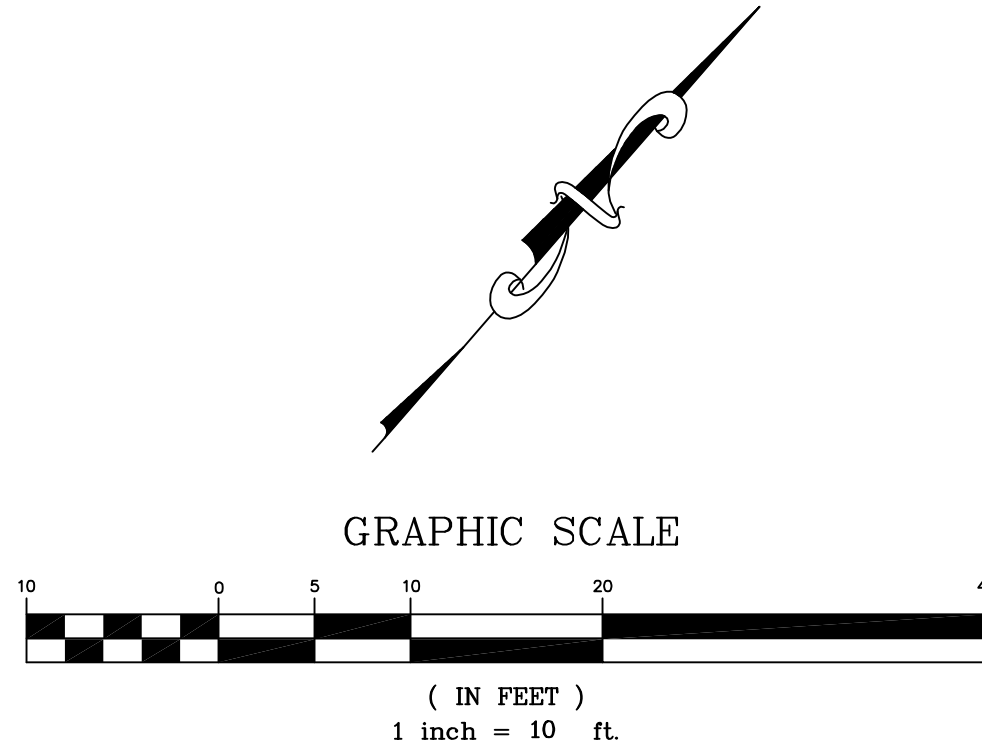
A RESUBDIVISION PLAT OF
LOT 16, BLOCK 3, LAKEPOINT AT FRISCO
A RESUBDIVISION OF A PORTION OF LOT 2, BLOCK 3, LAKEPOINT AT FRISCO
ACCORDING TO THE PLAT RECORDED 02/17/1983 AT REC. NO. 252400
LOCATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF 6TH P.M.
TOWN OF FRISCO, SUMMIT COUNTY, COLORADO

WHITECAPS II AT LAKEPOINT

CRESTONE AT LAKEPOINT COURT

LOT 5A, LAKEPOINT COURT

LAKEPOINT VILLAGE CONDOMINIUMS



LEGEND

- FOUND REBAR & PLASTIC CAP (PLS 26292)
- FOUND REBAR & PLASTIC CAP (PLS 37719)
- FOUND #4 REBAR
- FOUND REBAR & PLASTIC CAP (PLS 10847)
- ◆ SET REBAR & PLASTIC CAP (PLS 38855)
- (p.) PLATTED BOUNDARY
- (m.) MEASURED BOUNDARY

PLAT NOTES

- DATE OF SURVEY: SEPTEMBER-DECEMBER, 2024
- BASIS OF BEARING: LINE BETWEEN FOUND MONUMENTS BEING A #4 REBAR AND YELLOW PLASTIC CAP STAMPED PLS 26292 AT THE NORTHEAST CORNER OF LOT 16 AND SOUTHEAST CORNER OF LOT 16 BEING A #5 REBAR AND RED PLASTIC CAP STAMPED PLS 37719. BEARING PER RECORDED PLAT OF LOT 16, LAKEPOINT AT FRISCO BEING S40°42'09"E.
- THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS/OR MINIMUM STANDARDS OF THE STATE OF COLORADO.
- PROPERTY ADDRESS IS 909 LAKEPOINT CIRCLE
- LINEAL UNITS OF MEASUREMENT ARE GIVEN IN US SURVEY FOOT.
- LAND TITLE GUARANTEE TITLE COMMITMENT ORDER NO. MRG20213939 DATED 03/21/2024 USED FOR THIS SURVEY.

SURVEYOR'S CERTIFICATE:

I, JESSICA J. KOETTERITZ, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF "LAKEPOINT MANOR" WAS MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. STEEL PINS AND/OR BRASS CAP MONUMENTS WERE SET AT ALL BOUNDARY CORNERS.

DATED THIS _____ DAY OF _____, AD 20 _____

SIGNATURE _____
JESSICA J. KOETTERITZ
COLORADO REGISTRATION NO. 38855



OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: THAT LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:

LOT 16, BLOCK 3, LAKEPOINT AT FRISCO
A RESUBDIVISION OF A PORTION OF LOT 2, BLOCK 3, LAKEPOINT AT FRISCO
ACCORDING TO THE PLAT RECORDED FEBRUARY 17, 1983 AT RECEPTION NO. 252400
TOWN OF FRISCO, SUMMIT COUNTY, COLORADO

UNDER THE NAME AND STYLE OF "LAKEPOINT MANOR"

HAS LAID OUT, PLATTED AND SUBDIVIDED SAME AS SHOWN ON THIS PLAT, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE TOWN OF FRISCO, STATE OF COLORADO, THE STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, SAID OWNER, LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO HEREUNTO BE SUBSCRIBED THIS _____ DAY OF _____, A.D. 20 _____.

LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: SHANE LACY
AS: _____ OF LAKEPOINT TOWNHOMES LLC

NOTARIALS:

STATE OF _____)
COUNTY OF _____) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, AD 20____, BY ANNA TOCZEK, AS _____ OF FRISCO LEGENDS, LLC.
WITNESS MY HAND AND OFFICIAL SEAL: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC _____

FRISCO PLANNING COMMISSION APPROVAL:

THE PLANNING COMMISSION OF FRISCO, COLORADO, REPRESENTED BY THE COMMISSION CHAIRMAN, DOES HEREBY AUTHORIZE AND APPROVE THIS PLAT OF THE ABOVE SUBDIVISION

ON THIS _____ DAY OF _____, AD _____.

BY: _____
CHAIRMAN

FRISCO TOWN COUNCIL APPROVAL:

THE WITHIN PLAT OF "LAKEPOINT MANOR" IS APPROVED BY THE TOWN COUNCIL OF FRISCO, COLORADO, REPRESENTED BY THE MAYOR, FOR FILING THIS _____ DAY OF _____, AD _____.

THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON WILL NOT BE ACCEPTED UNTIL SAID PUBLIC WAYS HAVE BEEN SATISFACTORILY COMPLETED TO THE TOWN'S SPECIFICATIONS BY THE SUBDIVIDER. UPON SUCH SATISFACTORY COMPLIANCE, THE TOWN COUNCIL OF THE TOWN OF FRISCO MAY ADOPT A RESOLUTION ACCEPTING SAID DEDICATION OF PUBLIC WAYS AND DULY RECORD SUCH ACCEPTANCE.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

TITLE COMPANY'S CERTIFICATE:

_____ TITLE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, 20____.

AGENT _____

TREASURER'S CERTIFICATE:

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ DAY OF _____, 20____.

SIGNATURE _____
SUMMIT COUNTY TREASURER

CLERK & RECORDER'S ACCEPTANCE:

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER ON THIS _____ DAY OF _____, AD 20____, AND FILED FOR RECORD AT _____ M., UNDER RECEPTION NUMBER _____.

SIGNATURE _____
SUMMIT COUNTY CLERK AND RECORDER/DEPUTY

COVENANTS FOR LAKEPOINT MANOR RECORDED AT
RECEPTION NUMBER: _____ ON _____

Drawn LB/FG/EH/JK	Dwg 22824PLT	Project 22824
Checked JJK	Date 10/02/2025	Sheet 1 of 1
R-ANGE-W-E-S-T ENGINEERS & SURVEYORS INC.		
P.O. Box 589 Silverthorne, CO 80498 970-468-6281		

NOTE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

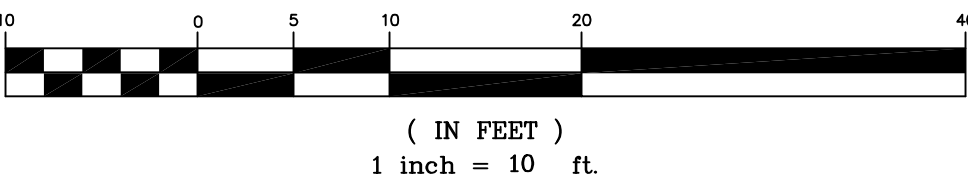
"UTILITY PLAN"
LAKEPOINT MANOR

A RESUBDIVISION PLAT OF
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TOWN OF FRISCO, SUMMIT COUNTY, COLORADO

WHITECAPS II AT LAKEPOINT

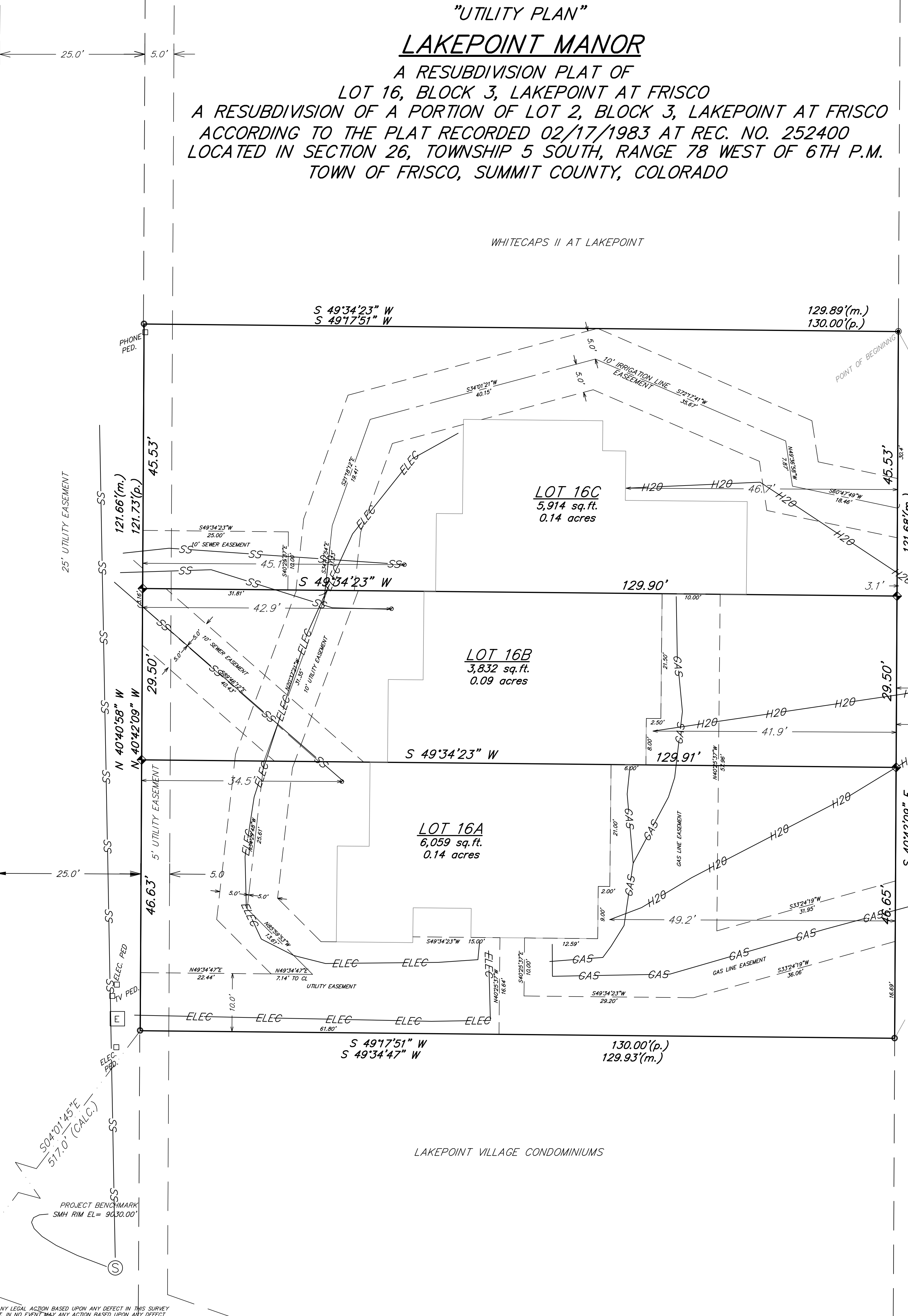
4X4 BLUE POST
WATER SERVICE

GRAPHIC SCALE



LEGEND

- FOUND REBAR & PLASTIC CAP (PLS 26292)
- FOUND REBAR & PLASTIC CAP (PLS 37719)
- FOUND #4 REBAR
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CENTER 1/4 COR. SEC. 26

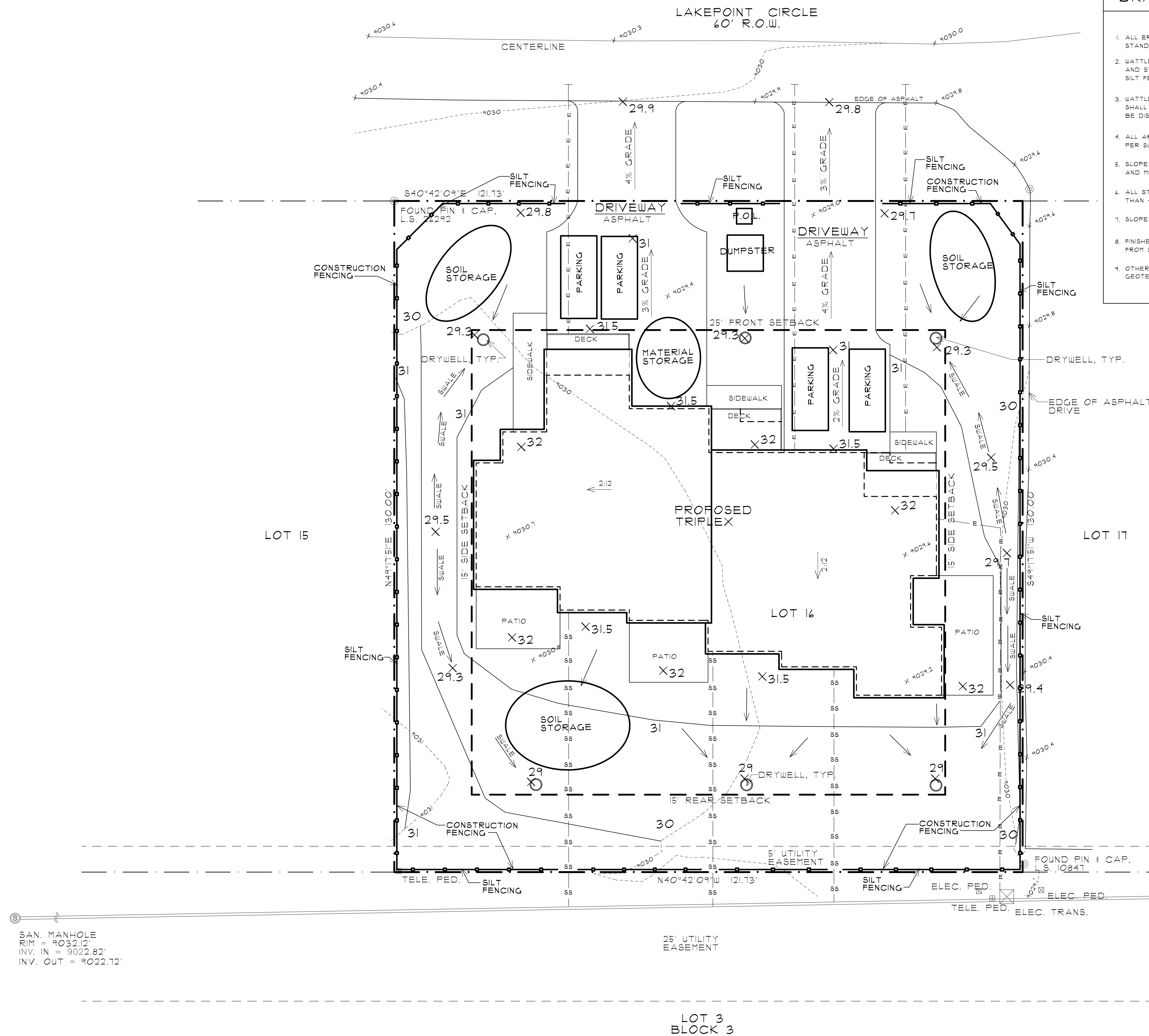
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Drawn LLB/FG/ESH	Dwg 22824UTL	Project 22824
Checked JJK	Date 10/02/2025	Sheet 1 of 1

RANGEWEST
ENGINEERS & SURVEYORS INC.

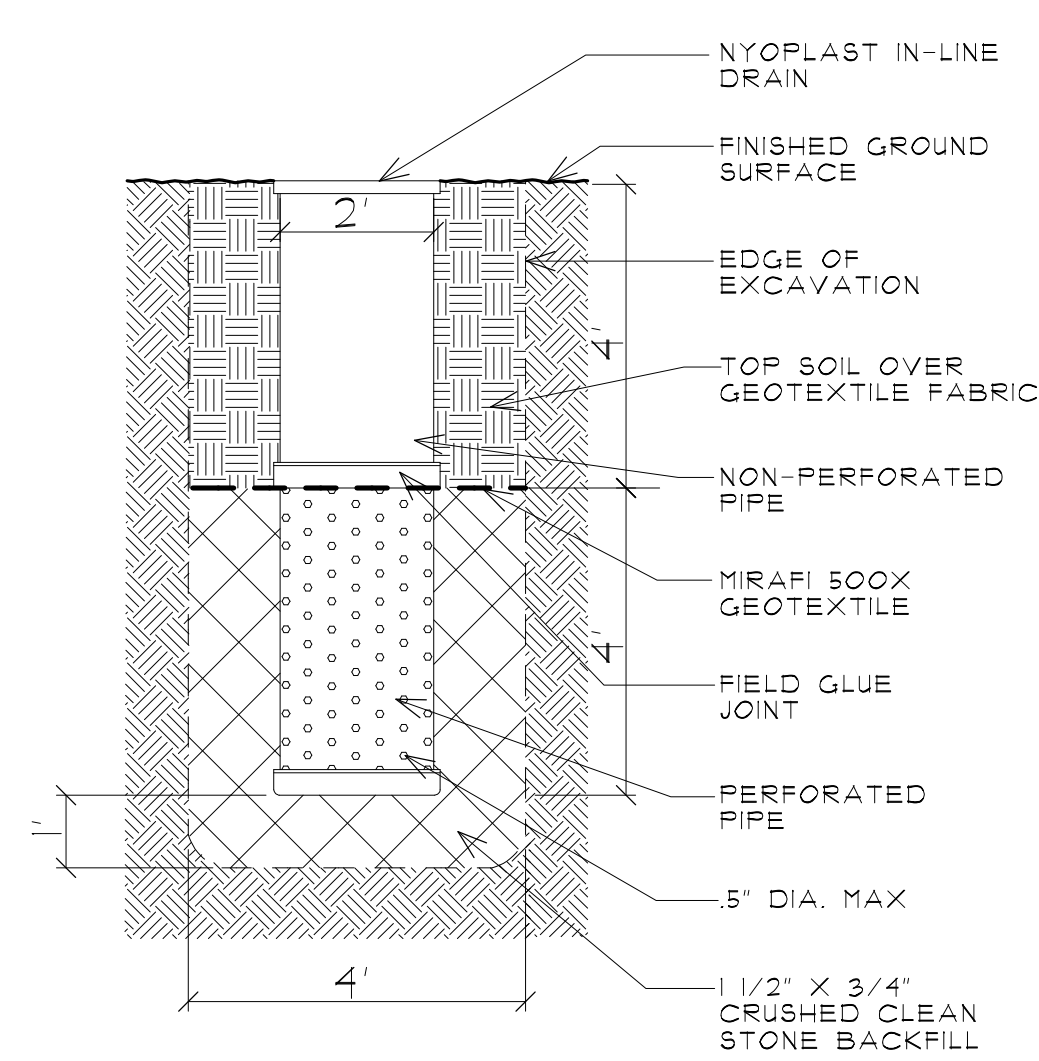
P.O. Box 589
Silverthorne, CO 80498 970-468-6281



DRAINAGE & EROSION CONTROL NOTES

- 1. ALL EROSION CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH TOWN OF FRISCO STANDARDS.
- 2. WATTLES SHALL BE 9" DIA. AND BE BURIED A MINIMUM OF 2" INTO EXISTING SOILS AND STAKED INTO SOIL WITH 18" LONG WOODEN STAKES PLACED AT 4' ON CENTER. SILT FENCING MAY BE USED IN LIEU OF WATTLES.
- 3. WATTLES AND SILT FENCING SHALL BE CONTINUOUS ACROSS THE NOTED AREA AND SHALL BE INSPECTED AND MAINTAINED THROUGHOUT CONSTRUCTION WHEN SOILS MAY BE DISTURBED OR RAIN EVENTS OCCUR.
- 4. ALL AREAS DISTURBED BY GRADING OR VEHICLE TRAFFIC SHALL BE RESEEDED PER SUMMIT COUNTY STANDARDS.
- 5. SLOPES GREATER THAN 4:1 SHALL BE COVERED WITH EROSION BLANKETS AND SEEDED AND MULCHED.
- 6. ALL STOCK PILES ON SITE SHALL HAVE SLOPES 3:1 OR LESS STEEP AND SLOPES STEEPER THAN 4:1 WILL BE STABILIZED WITH EROSION BLANKETS AS NEEDED.
- 7. SLOPES ON PAVED/HARDENED SURFACES SHALL BE 2% MINIMUM.
- 8. FINISHED GRADE ON UNPAVED SURFACES SHALL BE 10% MINIMUM FOR 10' DRAINING AWAY FROM STRUCTURE.
- 9. OTHER GRADES AT BUILDING FOUNDATIONS SHALL BE IN ACCORDANCE WITH THE SITE GEOTECHNICAL REPORT.

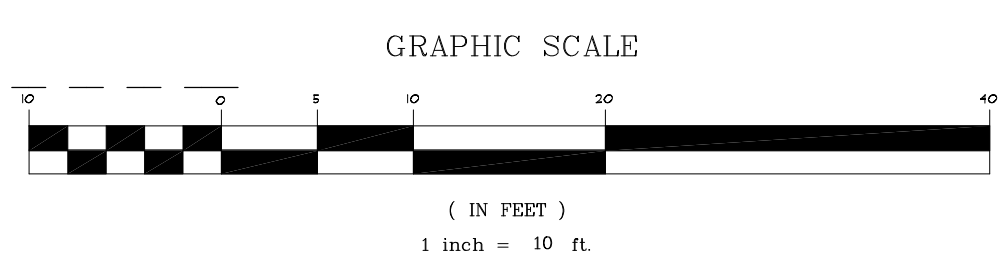
DRYWELL DETAIL



Best Engineering
COLORADO LICENSED
MATTHEW ALAN BEST
0051186
PROFESSIONAL ENGINEER

SAN. MANHOLE
RIM = 9032.12'
INV. IN = 9022.82'
INV. OUT = 9022.12'

SITE BENCHMARK
SAN. MANHOLE
RIM = 9030.00'
INV. IN = 9021.20'
INV. OUT = 9021.20'



CONSTRUCTION MANAGEMENT / NORTH DRAINAGE PLAN

A3

ISSUE	DATE
PRELIM.	5/24/24
REVISION	7/2/24
PRELIM.	9/26/24

PARTY WALL AGREEMENT AND DECLARATION

THIS PARTY WALL AGREEMENT AND DECLARATION (“Agreement”) is made and executed on the date hereinafter set forth by Lakepoint Townhomes LLC, a Colorado limited liability company (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain improved real property situated in the Town of Frisco, Summit County, Colorado, upon which Declarant has constructed a residential Triplex (as hereinafter defined), which improved real property is more particularly described as follows:

Lot A: Lot 16A, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909A Lakepoint Circle, Frisco, Colorado 80443;

Lot B: Lot 16B, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909B Lakepoint Circle, Frisco, Colorado 80443; and

Lot C: Lot 16C, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909C Lakepoint Circle, Frisco, Colorado 80443.

WHEREAS, Declarant desires to establish a common plan for the Lots (as hereinafter defined) and Triplex under separate ownership, subjecting the Lots and improvements constructed thereon to certain rights and obligations related and appurtenant thereto, and for certain cooperation and shared maintenance responsibilities, as provided in this Agreement; and for the purpose of protecting the value and desirability of the Property (as hereinafter defined) and for the purpose of furthering a plan for the improvement, sale and ownership of the Property, to the end that a harmonious and attractive development of the Property may be accomplished and the health, comfort, safety, convenience and general welfare of the Owners (as hereinafter defined) of the Property, or any Lot therein, may be promoted and safeguarded.

NOW, THEREFORE, Declarant hereby declares that all of Lot A, Lot B and Lot C described above shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, covenants and conditions which are for the purpose of protecting the value and desirability of the properties which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

Unless the context expressly provides otherwise, the following terms shall have the following meanings:

A. "Property" means all of the real estate legally described as:

Lot A: Lot 16A, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909A Lakepoint Circle, Frisco, Colorado 80443;

Lot B: Lot 16B, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909B Lakepoint Circle, Frisco, Colorado 80443; and

Lot C: Lot 16C, Lakepoint Manor, A Resubdivision of Lot 16, Block 3, Lakepoint at Frisco, County of Summit, State of Colorado; also known and numbered as 909C Lakepoint Circle, Frisco, Colorado 80443.

B. "Lot" means Lot A, Lot B or Lot C as described above and collectively described as the "Lots." Lot A may also be referred to herein as Lot 16A. Lot B may also be referred to herein as Lot 16B. Lot C may also be referred to herein as Lot 16C.

C. "Triplex" means the three contiguous dwelling units constructed upon the Lots.

D. "Unit" means any one of the dwelling units comprising the "Triplex" together with its respective garage.

E. "Owner" means the record owner, whether a person, persons, firm, corporation, partnership or association, or other legal entity, or any combination thereof, owning a fee simple title to either Lot, and does not include any such person having an interest herein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under a deed of trust has acquired fee simple title hereto pursuant to foreclosure or any conveyance in lieu thereof. A person ceases to be an Owner upon conveyance of its Lot by deed or upon entering into a binding installment land contract. Such cessation of ownership does not extinguish or otherwise void any unsatisfied obligation of such person existing or arising at or prior to the time of such conveyance. Together all such owners are described as the "Owners."

F. "Party Wall" means the foundation wall, the footing under such foundation wall, the fire wall supported by the foundation and a roof sheathing capping such fire wall which are part of the original construction of the Triplex located on the Lots and are located and constructed on the common side lot line which separates two adjoining Lots, and which constitute a common wall between the adjoining Units located on the Lots, as

such Party Wall may be repaired or reconstructed. The Party Wall is a structural part of and physically joins the adjoining Units on each side of the Party Wall.

ARTICLE ONE

Party Wall

1. General. Each provision of this Agreement and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Agreement which is contained herein is: (a) incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referenced in such deed or instrument; and (b) by virtue of acceptance of any right, title or interest in any Lot by an Owner or other interest holder, is accepted, ratified, adopted and declared by such Owner or other interest holder, and a personal agreement, promise, covenant and undertaking of such Owner or other interest holder, and such Owner's or other interest holder's heirs, personal representatives, successors, and assigns for the benefit of the other Owner or other interest holder.

2. Easement and General Rules of Law to Apply. The Owners of the Lots on each side of the Party Wall own an undivided one-half interest in the Party Wall. To the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls, and liability for property damage due to gross negligence or willful acts or omissions, apply thereto. The Owners of the adjoining Lots which are separated by the Party Wall each have a perpetual and reciprocal easement in and to that part of the adjoining Lot for mutual support, maintenance, repair and inspection, and for the installation, repair and maintenance of utility lines and other facilities, and to permit the Owners of the adjoining Lot to do the work reasonably necessary in the exercise of their rights provided in this Agreement. Maintenance, repair and/or reconstruction of the Party Wall may be performed during reasonable hours only, and no entry may be made onto the another Owner's Lot except as reasonably necessary after reasonable notice to the Owners or occupants of such affected Lot.

3. Support. The Owners of the Lots on each side of the Party Wall shall have the full right to use the Party Wall in aid of the support of joists, crossbeams, studs and other structural members as may be required for support of the Unit located upon such Owner's Lot, and for the reconstruction or remodeling of such improvements. Notwithstanding the foregoing sentence, however, no such use shall impair the fire rating of the Party Wall or the structural support to which any such Unit is entitled under this Agreement.

4. Alterations of Party Wall. The Party Wall shall not be materially altered or changed, except by mutual written agreement of all Owners and by all holders of first lien deeds of trust on such Lots. No Owner of a Lot shall have the right to destroy, remove or make any structural changes, extensions or modifications of the Party Wall which would jeopardize the fire rating of the Party Wall or the structural integrity of either of the Units constructed on the adjoining Lots without the prior written consent of the Owners of the adjoining Lots, and the approval or consent of all holders of first lien deeds of trust on such Lots. Any such agreement for change, extension or modification of the Party Wall shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado, and shall expressly refer to this Agreement. No Owner shall subject the Party

Wall to any use which unreasonably interferes with the equal use and enjoyment of the Party Wall by the adjoining Owner.

5. Sharing of Repair and Maintenance. Subject to the terms of Section 8 of this Article below, the cost of reasonable repair and maintenance of the Party Wall shall be shared by the Owners of the Lots contiguous to the Party Wall equally. If an Owner fails to repair or maintain the Party Wall, the other Owner, contiguous to the Party Wall, his agents, servants and employees may, upon five (5) days written notice and without cure, enter upon the Lot and into the Unit of the defaulting Owner and make the necessary repairs or perform the necessary maintenance of the Party Wall.

6. Weatherproofing. Notwithstanding any other provisions of this Agreement, an Owner who by his gross negligence or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

7. Right to Contribution Runs with Land. The right of any Owner to contribution from any other contiguous Owner under this Agreement is appurtenant to the land and is binding on such Owner's successors in title.

8. Damage and Destruction.

- a. Should the Party Wall be damaged or destroyed by either the intentional or grossly negligent act of a Unit Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), such Owner shall promptly repair or rebuild the Party Wall at such Owner's sole cost and expense, and shall compensate the other Unit Owner for any damages sustained to person or property as a result of such intentional or grossly negligent act. If the responsible Owner neglects or refuses to pay all of such costs in a timely and prompt manner, the Owner of the adjoining Lot sharing the Party Wall may have the Party Wall repaired or rebuilt and shall be entitled to bring suit to recover the amount of such defaulting Owner's share of the repair and damage costs and the defaulting Owner shall also pay the other Owner's reasonable costs of collection including reasonable attorney's fees.
- b. Should the Party Wall be damaged or destroyed by causes other than the intentional act or gross negligence of a Unit Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), the damage or destroyed Party Wall shall be repaired or rebuilt and the costs of reasonable repair and maintenance of the Party Wall shall be paid equally by the Owners of the adjoining Lots; provided that the cost of repairs and maintenance of the stud wall that is adjacent to the fire wall which comprises a part of the Party Wall located on a Lot and of the interior finished surface of a Party Wall located in a Unit shall be the sole expense of the Owner of the Lot on which such stud wall and finished surface is located.
- c. If the Party Wall is damaged or destroyed, such damage or destruction shall be promptly repaired and reconstructed. Repair and reconstruction means restoration of the Party Wall to substantially the same condition in which it existed

immediately prior to such damage or destruction. To the extent that such damage or destruction is covered by insurance, then the full insurance proceeds available to the Owner or Owners responsible for making the necessary repairs shall be used and applied to repair and reconstruction of the Party Wall.

ARTICLE TWO

Insurance

1. Insurance Maintained by Owners. The Owners of each Lot independently shall obtain and maintain at all times a policy of property insurance issued by responsible insurance companies authorized to do business in the State of Colorado in an amount equal to the full replacement value (i.e., 100% of current “replacement of cost” exclusive of the land, and other items normally excluded from coverage) of the Unit and other insurable improvements located on such Owner’s Lot, which policy shall include an “Agreed Amount Endorsement” or its equivalent, a “Demolition Endorsement” or its equivalent, and if necessary, an “Increased Cost of Construction Endorsement” or “Contingent Liability from Operations of Buildings Laws Endorsement” or the equivalent. Any such Owner’s policy of property insurance shall also contain waivers of subrogation for claims of liability for loss or damage to property of such Owner caused by or resulting from any fire or other casualty. Each Unit Owner shall list the adjoining Unit Owner(s) as an additional insured, and such insurance shall afford protection against at the least the following:

- a. Loss or damage by fire and other hazards covered by the standard, extended coverage endorsement and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, and
- b. Such other risks as are customarily covered with respect to projects similar in construction, location and use.

2. Notice of Termination. Each insurance policy must contain an endorsement to the effect that such policy will not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Owners of the adjoining Unit(s).

3. Certificates of Insurance. Upon reasonable request, the Owner of each Lot shall deliver to the Owner of the adjoining Unit(s) certificates evidencing all insurance required to be carried under this Article. Further, each Owner has the right to require evidence of the payment of the required premiums thereon.

4. Other Insurance to be Maintained by Owners. The Owners of each Lot shall obtain and keep in force public liability insurance coverage upon its Lot in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

5. Reappraisal. The Owners shall, at least every five (5) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any period represents one hundred percent (100%) of the full replacement values of the Unit and

other insurable improvements on each Lot. Said appraisal shall be conducted by each Owner's insurance agent.

6. Notice of Damage. The Owners shall notify each first mortgagee of a Lot whenever: (1) damage to any Unit on a Lot exceeds Ten Thousand Dollars (\$10,000.00), and (2) said notification shall be delivered within twenty (20) days after the event causing the damage.

7. Activities Increasing Insurance Rates. The Owners agree that no activities will be conducted on their respective Lot that will cause and increase the rate of insurance premiums, without the prior written consent of the of the adjoining Owner(s).

ARTICLE THREE

Casualty

In the event of damage or destruction to a Unit or any other improvements on a Lot due to fire or other insured disaster or casualty, the Owner of such Lot, to the extent insurance proceeds are or will be available, shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds will be applied by that Owner to defray the cost thereof. "Repair and reconstruction" of the Unit, as used herein, means restoring the Unit and other improvements to substantially the same condition in which they existed prior to the damage, with each Unit having the same boundaries as before. Notwithstanding the foregoing, in the event that insurance proceeds maintained by the Owner of a Lot are not sufficient to repair or reconstruct such Owner's Unit, or in the event that the holder of any first mortgage encumbering such Owner's Lot determines not to make insurance proceeds available to such Owner for repair and reconstruction of the Unit, then the Owner of such damaged or destroyed Unit shall use other funds to repair and reconstruct the Unit or cause the same to be demolished, enclose and weatherproof the Party Wall, cause all debris and rubble caused by such demolition to be removed and landscape his Lot. Notwithstanding the above, the Owners of all of the destroyed or damaged Units may unanimously determine not to rebuild the Units, and in such event, the Owners shall forthwith cause the destroyed or damaged Units to be demolished, all debris and rubble caused by such demolition to be removed and the Lots regraded and landscaped. The cost of such demolition and landscaping work shall be paid for by any and all insurance proceeds available, and to the extent insurance proceeds are unavailable, by the Owners equally.

ARTICLE FOUR

Aesthetic Control

1. Tanks. No tanks of any kind, either elevated or buried shall be erected, placed or permitted upon the Lots without the prior written approval of the Owners of all of the Lots.

2. Stored Items. All Storage piles, equipment and tools must be concealed from view from the other Lots.

3. Outbuildings. No mobile home, shack, shed, barn or outbuilding of any kind is permitted on the Property.

ARTICLE FIVE
Exterior Maintenance

1. Maintenance of Lot and Exterior of Unit.

- a. Exterior maintenance of the Units and the Lot upon which each Unit is situated, including, but not limited to, painting, repairing, replacing, and maintaining roofs, gutters, fences, sprinkler systems, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and stairways shall be the obligation of the Owners' of the respective Lot, and each Owner shall maintain the exterior of his respective Unit in a manner representative of a property of the value of the Lot and Property, including without limitation, the foregoing specified items.
- b. The decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and/or replacement of the roof and other exterior maintenance to the extent such activities affect all of the Units shall be decided by all Owners and the Owners shall endeavor to cooperate with each other with respect to such matters. By way of example and not by way of limitation, the re-roofing of the Units due to wear and tear and the selection of the type and color of roofing material, and the coordination of exterior re-painting are matters that affect all of the Units.
- c. Repairs of exterior damage caused solely by an Owner or his agents, contractors, licensees, family, guest, or invitee shall be repaired by such Owner at his expense.
- d. If the need for maintenance or repair is caused through the willful or grossly negligent act of an Owner, his agents, contractors, licensees, family, guests or invitee, or if an Owner fails to replace glass surfaces, or if an Owner fails to maintain such Owner's Unit as described herein, then after thirty (30) days prior written notice from another Owner specifying the needed repairs or maintenance, the Owner of another Lot is entitled, but not obligated, to undertake such specified repairs or maintenance performed, at the cost of the defaulting Owner. If the defaulting Owner fails to reimburse the Owner of the Lot who has performed such repairs and maintenance within thirty (30) days after receipt of written demand accompanied by invoices showing the cost incurred by the Owner performing such maintenance or repair, then the Owner performing such maintenance and repairs shall be entitled to file and record a lien in the office of the Clerk and Recorder of Summit County, Colorado encumbering the defaulting Owner's Lot, in addition to any other legal or equitable rights available to the Owner who has performed such maintenance and repairs, and to judicially foreclose such lien, as a mortgage, in accordance with the applicable laws of the State of Colorado.
- e. All alteration, maintenance and repair shall conform with and meet applicable governmental building codes and safety codes, and it is the responsibility of the Owner performing such work or causing such work to be performed to assure conformance.

2. General Landscaping. Sidewalks, trees, shrubs, and general landscaping on each respective Lot shall be maintained and paid for by the Owner of such Lot without contribution from the other Owner. Each Owner shall maintain, repair and replace the exterior landscaping on the Owner's Lot in a good, clean, safe and sightly condition and all landscaping must be designed and maintained in a manner representative of a property of the values of the Property. Landscape irrigation shall be performed in accordance with the watering guidelines, if any, of the Town of Frisco or other water provider serving the Property.
3. Failure to Pay Share of Maintenance. If an Owner fails to pay its share of any cost for maintenance, replacement, or repair of an item described specifically or generally in Article One, Article Five or Article Nine, and if another Owner has paid the cost of such maintenance, replacements, or repair, the paying Owner shall have a lien (always inferior to the encumbrance of a first mortgage or trust deed holder) on the defaulting Owner's interest in his Lot for the amount the defaulting Owner failed to pay, which lien shall be filed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. The debt evidenced by such lien will be the personal obligation of the defaulting Owner and the other Owner shall have the right to sue to collect the debt or to foreclose the lien as a mortgage, and the prevailing party in such action shall be entitled to its attorney fees and costs. "Prevailing party" for purposes of this Agreement shall mean that party prevailing upon at least 51% of its monetary claim or, if no monetary claim is advanced, that party prevailing upon the essence of its claim as determined by the judge, jury or arbiter determining such claim. Any sum paid on behalf of a defaulting Owner shall bear interest at the rate of eighteen percent (18%) per annum from the date said sum was paid by the non-defaulting Owner.

ARTICLE SIX

Exterior Decoration

The common exterior decoration of the Units including, but not limited to, color and texture of paint, brick, stucco, woodwork, paneling, roof materials and siding shall not be changed from that originally utilized on the Units without the prior written consent of all of the Owners. The color of draperies, shades or curtains visible from outside of a Unit or the type or placement of patio furniture located on any deck or patio adjoining any Unit shall be determined by the Owner of the Unit, but shall be maintained in a clean and neat fashion in harmony with the surroundings in a manner representative of a property of the value of the Property.

ARTICLE SEVEN

Utilities

Lot A, Lot B and Lot C have separate water, sewer, gas, electric and telephone, meters, hook-ups or service connections and billings for each such utility service shall be the individual obligation of the Owner to whom the services were rendered.

ARTICLE EIGHT

Use Restrictions

1. Declaration. The Property is subject to the Declaration. The Property shall be held, used and enjoyed subject to the terms and provisions of the Declaration, including without limitation the covenants and restrictions on use, alienation and occupancy set forth therein.
2. Residential Use. The Units located on Lots A, B and C shall be used for residential purposes only, provided, however, that an Owner may use his Lot for professional or home occupation(s) so long as the applicable zoning permits such use, there is no external evidence thereof, and no unreasonable inconvenience to the residents of the other Unit is created thereby.
3. Temporary Structures. No structures of a temporary character, trailer, tent or shack shall be allowed.
4. Separate Freehold Estates. Lot A, Lot B and Lot C are separate freehold estates, both of which are subject to the terms and conditions hereof.
5. No Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said Lots, except dogs, cats or any other domesticated household pets, provided they are not kept, bred or maintained for any commercial purposes, the keeping of such pets does not create a nuisance, and provided they are kept in accordance with applicable codes and ordinances of the Town of Frisco.
6. Rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.
7. Maintenance Generally. Each Lot at all times shall be kept in a clean, sightly and good condition.

ARTICLE NINE

Easements

1. Reciprocal Easements. There is hereby created and Declarant grants to the Owner of each Lot and utility providers, easements for the installation and continued operation, maintenance, repair, alteration, inspection and replacement of utility lines, including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across that portion of the Lots situate between any Unit and the street adjacent thereto. These easements are perpetual easements for the continuance and maintenance of said aforementioned utility lines and exist both for the benefit and burden of all of the Owners and Units situated within the Property.
2. Repair of Utility Lines. If any utility lines referred to in this Article are destroyed, damaged or become unusable, the Owner of the Lot which such line serves shall cause the same to be restored forthwith and shall bear the cost of the restoration of such lines to the Owner's respective Unit and repair of all damage in connection with such work, such as

restoration of landscaping and driveways; subject, however, to the right of any Owner to damages from another Owner under any rule of law regarding liability for gross negligence or willful acts or omissions. Notwithstanding any other provision in this Agreement, an Owner who by his gross negligence or willful act causes damage to such utility line or lines shall bear the entire cost or restoration thereof, as well as any other damages allowed by law or in equity. The right of any Owner to contribution or damages from any other Owner shall be appurtenant to the land and shall pass to such Owner's successors in title.

3. Encroachment. If any portion of a Unit encroaches upon another Lot, a valid easement therefore shall exist for the encroachment and for the maintenance thereof. In the event a Unit or Units are partially or totally destroyed and then rebuilt, minor encroachment of a Unit upon the adjoining Lot due to such reconstruction shall be permitted and a valid easement therefore and for the maintenance thereof shall exist. The easement for encroachments does not relieve an Owner of liability in case of willful misconduct nor relieve an Owner for failure to materially adhere to plats and plans.
4. Maintenance Easement. There is created and each Lot is subject to an easement in favor of the Owners, including their agents, employees, and contractors for providing any maintenance and repairs described in Articles One, Three, Five and Nine hereof.

ARTICLE TEN

General Conditions, Stipulations and Protective Covenants

The following general conditions, stipulation and protective covenants are hereby imposed upon the Properties.

1. Compliance with Ordinances. The Owners of each Lot shall comply with all zoning, use and occupation ordinances of the Town of Frisco, Colorado
2. Covenants Run with the Land. The covenants and restrictions of this Agreement shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of either Lot subject to this Agreement, their respective legal representatives, heirs, successors, and assigns in perpetuity from the date this Agreement is recorded.
3. Amendment. The covenants and restrictions of this Agreement may be amended in whole or in part or terminated at any time from time to time by an instrument signed by the Owners of all of the Lots, which includes the written consent or approval of their first mortgagees of record, if any. Any amendment shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. For such approval by first mortgagees and in any other case where this Agreement requires the approval of the holder of a first lien deed of trust, an Owner whose Lot is subject to a first mortgage shall send a dated written notice and copy of any proposed amendment by certified mail to the first mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof. A first mortgagee that does not deliver to the Owner a negative response within sixty (60) days after the date of the notice shall be deemed to have approved the proposed amendment. The notification procedure set forth in the preceding two sentences is not mandatory if the

written approval or consent of the first mortgagee is obtained without resort to such notification procedure.

4. Severability. If any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances shall be invalid or invalidated, but such invalidity shall not affect the validity of the remainder of this Agreement, the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
5. Use of Singular and Plural. That whenever used herein, unless the context otherwise provides, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.
6. Homestead Exemption. Any person having an interest in the Property by accepting a deed or other instrument thereto waive the homestead exemption or any other exemption of the laws of the State of Colorado or any federal law as it relates to any lien filed by any Owner pursuant to this Agreement, otherwise, such exemptions are not hereby waived.
7. Notices. Each Owner of any Unit shall register his mailing address with the Owner(s) of the other Units and all notices or demands intended to be served upon an Owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. In the alternative, notices may be delivered, if in writing, personally to another Owner. However, if any Owner fails to notify another Owner of a registered mailing address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. A prospective purchaser of any Unit shall be entitled to determine if a selling Owner is in default with respect to any maintenance obligation or any other obligation under this Agreement by delivering a written inquiry with respect thereto to the Owner of the other Units. If no response is received to such inquiry within fifteen (15) days of the date said notice is received, the non-selling Owner shall be deemed to have waived any then existing claim of lien or claim for damage. The existence of a recorded notice of lien, however, shall constitute notice to a prospective purchaser of a claim by the Owner of another Unit, and shall not be affected by the foregoing request for information.
8. Payment of Taxes or Other Charges. Any first mortgagee of any Lot within the Property may pay any taxes or other charges against the Property or either Lot thereof which are in default and which may or have become a charge against the Property or either Lot thereof and may pay overdue premiums for hazard insurance policies or secure new hazard insurance coverage in the lapse of such policy for such properties and any first mortgagee upon the making of such a payment shall be immediately owed reimbursement therefore from the defaulting Owner and shall otherwise be entitled to the rights of enforcement herein granted.
9. Mechanic's Liens.
 - a. No labor performed and/or materials furnished for use and incorporated in any Lot with the consent or at the request of the Owner thereof, his tenant, agent, contractor or

subcontractor, shall be the basis for the filing of a lien against the Lot of any other Owner not expressly consenting to or requesting the same. All such costs and expenses associated with the filing of a lien shall be the responsibility and liability of the Lot Owner causing such labor, services and/or materials to be performed and/or furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of another Owner for labor performed and/or materials furnished in work on the first Owner's Unit.

- b. No labor performed and/or materials furnished for use and incorporated in any Party Wall with the consent or at the request of the Owner of a Lot or his tenant, agent, contractor or subcontractor, shall be the basis for the filing of a lien against the abutting Lot sharing such Party Wall where the Owner of such other Lot has not expressly consented to or requested the same. Each Owner shall indemnify and hold harmless each of the other Owners from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of any other Owner for labor performed and/or materials furnished in work on the first Owner's Unit.
- c. Notice is hereby given that the right and power to charge any Lot with a lien or encumbrance of any kind against one Lot for construction, labor or materials performed or furnished or incorporated into another Lot is hereby denied.

10. Mandatory Arbitration. Any dispute between the Owners of the Lots concerning any provision of this Agreement, including without limitation the enforcement, interpretation or application thereof, except for a claim of lien filed by an Owner as permitted hereunder and claims filed in and subject to the jurisdiction of small claims court, shall be submitted to binding arbitration by the Judicial Arbitrator Group, Inc. (JAG) or other arbitration entity acceptable to all of the parties to such dispute, and such arbitration shall be conducted in accordance with the Uniform Arbitration Act, C.R.S. (1973) Section 13-22-20, et seq., as amended, or other legally permissible rules acceptable to the parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such matter and shall be subject to enforcement as though the award were rendered by the court. Except as may otherwise be determined by the arbitrator(s) or as may be required by the terms of this Agreement, each party to such arbitration shall pay its own expenses and attorney's fees, but shall share equally the costs of the arbitration.

11. Time of the Essence. Time is of the essence in the performance of the provisions, covenants and restrictions of this Agreement.

12. Governing Law. This Agreement shall be construed and governed under the laws of the State of Colorado.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being Declarant herein has hereunder set its hand and seal the _____ day of _____, 20____.

Declarant:
Lakepoint Townhomes LLC,
a Colorado limited liability company

By: _____
Shane Lacy, Managing Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Shane Lacy as Managing Member of Lakepoint Townhomes LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Lakepoint Townhomes LLC

The principal office street address is

91 CR 451
Breckenridge CO 80424
US

The principal office mailing address is

PO Box 2428
Breckenridge CO 80424
US

The name of the registered agent is Shane Lacy

The registered agent's street address is

91 CR 451
Breckenridge CO 80424
US

The registered agent's mailing address is

PO Box 2428
Breckenridge CO 80424
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Shane Lacy
91 CR 451
Breckenridge CO 80424
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Shane Lacy
91 CR 451
Breckenridge CO 80424
US



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

ASPECT MOUNTAIN HOMES
ATTN: BRADY MCMILLAN
PO BOX 2428
Breckenridge, CO 80424

Reference

Your Reference Number:
Our Order Number: 20217449
Our Customer Number: 3011160.0
Invoice (Process) Date: 10/14/2025
Transaction Invoiced By: Amanda Weber
Email Address: aweber@ltgc.com

Invoice Number: BK-8600

Property Address: 909 LAKEPOINT CIRCLE, FRISCO, CO 80443

Parties: A BUYER TO BE DETERMINED

- Charges -

"TBD" Commitment	\$0.00
Amount Credited	\$0.00
Total Invoice Amount	\$0.00
Total Amount Due	\$0.00

Payment due upon receipt

Please reference Invoice No. BK-8600 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111





Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **M20217449**

Date: **10/14/2025**

Property Address: **909 LAKEPOINT CIRCLE, FRISCO, CO 80443**

For Closing Assistance

Amy Pombo
60 MAIN STREET, SUITE C
FRISCO, CO 80443
PO BOX 4308
(970) 455-1356 (Work)
(877) 334-1984 (Work Fax)
apombo@ltgc.com
Company License: CO44565

Closing Associate

Susie Giacone
60 MAIN STREET, SUITE C
FRISCO, CO 80443
PO BOX 4308
(970) 455-1357 (Work)
(877) 334-1984 (Work Fax)
sgiacone@ltgc.com
Contact License: CO516978
Company License: CO44565

Closers Assistant

Frisco Assist
60 MAIN STREET, SUITE C
FRISCO, CO 80443
PO BOX 4308
friscoassist@ltgc.com
Company License: CO44565

For Title Assistance

Breckenridge Title Dept.
200 NORTH RIDGE STREET
BRECKENRIDGE, CO 80424
PO BOX 2280
(970) 453-2255 (Work)
(970) 453-3828 (Work Fax)
summitresponse@ltgc.com
Company License: CO44565

Buyer/Borrower

A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

LAKEPOINT TOWNHOMES LLC, A COLORADO
LIMITED LIABILITY COMPANY
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: M20217449

Date: 10/14/2025

Property Address: 909 LAKEPOINT CIRCLE, FRISCO, CO 80443

Seller(s): LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$0.00
TOTAL	\$0.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Summit county recorded 05/22/2024 under reception no. 1331026](#)

[Summit county recorded 05/19/1993 under reception no. 443430](#)

Plat Map(s):

[Summit county recorded 02/17/1983 under reception no. 252400](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: M20217449

Property Address:

909 LAKEPOINT CIRCLE, FRISCO, CO 80443

1. Effective Date:

09/29/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Commitment is described as follows:

LOT 16, BLOCK 3, LAKEPOINT AT FRISCO A RESUBDIVISION OF A PORTION OF LOT 2, BLOCK 3,
ACCORDING TO THE PLAT FILED FEBRUARY 17, 1983 UNDER RECEPTION NO. [252400](#), COUNTY OF
SUMMIT, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: M20217449

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: M20217449

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the 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 of the proposed insured acquires of record for value the estate or 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by 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.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 30, 1883, IN BOOK 47 AT PAGE [501](#).
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DISCOVERY 9000 RECORDED SEPTEMBER 22, 1972 UNDER RECEPTION NO. [128687](#).
10. EASEMENT AGREEMENTS BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE FRISCO SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION TO THE EASEMENT FOR SEWER LINE PURPOSES FOR DISCOVERY 9000 AND TO THE EASEMENT FOR SEWER LINE PURPOSES FOR DISCOVERY INTERCHANGE WEST, RECORDED JUNE 14, 1974 IN BOOK 253 AT PAGE [321](#) UNDER RECEPTION NO. 141924.
11. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED SEPTEMBER 29, 1981 UNDER RECEPTION NO. [229466](#).
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF A RESUBDIVISION OF A PORTION OF LOT 2, BLOCK 3, LAKEPOINT AT FRISCO RECORDED FEBRUARY 17, 1983 UNDER RECEPTION NO. [252400](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF AGREEMENT AS CONTAINED IN DEED RECORDED MARCH 29, 1984 UNDER RECEPTION NO. [275160](#).
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FRISCO SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 02, 1984, UNDER RECEPTION NO. [280101](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: M20217449

15. TERMS, CONDITIONS AND PROVISIONS OF ORDER FOR INCLUSION RECORDED JUNE 29, 1992 UNDER RECEPTION NO. [424030](#).
16. DEED OF TRUST DATED NOVEMBER 21, 2024 FROM LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$3,863,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED NOVEMBER 26, 2024, UNDER RECEPTION NO. [1342093](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED NOVEMBER 26, 2024, UNDER RECEPTION NO. [1342094](#).

NOTE: STATEMENT OF AUTHORITY RECORDED MAY 22, 2024 UNDER RECEPTION NO. [1331027](#) DISCLOSES SHANE LACY AS PRESIDENT OF ASPECT MOUNTAIN HOMES AS MEMBER OF LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY AS BEING AUTHORIZED TO EXECUTE APPROPRIATE DOCUMENTS FOR LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY.



Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National 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, Old Republic National Title Insurance Company, a Minnesota 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.
- (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, 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

- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **M20214705-3**

Date: **11/19/2024**

Property Address: **909 LAKEPOINT CIRCLE, FRISCO, CO 80443**

For Closing Assistance

Nicole Hicks
5975 GREENWOOD PLAZA
BLVD. SUITE 100
GREENWOOD VILLAGE, CO
80111
(303) 488-2570 (Work)
(303) 393-3975 (Work Fax)
nhicks@ltgc.com
Contact License: CO502156
Company License: CO44565

Closers Assistant

Stephanie Jepsen
5975 GREENWOOD PLAZA
BLVD. SUITE 100
GREENWOOD VILLAGE, CO
80111
(303) 488-2579 (Work)
(303) 393-3952 (Work Fax)
sjepsen@ltgc.com
Company License: CO44565

Closing Processor

Joe Peters
5975 GREENWOOD PLAZA
BLVD. SUITE 100
GREENWOOD VILLAGE, CO
80111
(720) 200-1335 (Work)
(303) 393-3886 (Work Fax)
jpeters@ltgc.com
Company License: CO44565

For Title Assistance

Breckenridge Title Dept.
200 NORTH RIDGE
BRECKENRIDGE, CO 80424
PO BOX 2280
(970) 453-2255 (Work)
(970) 453-3828 (Work Fax)
summitresponse@ltgc.com

Buyer/Borrower

LAKEPOINT TOWNHOMES LLC, A COLORADO
LIMITED LIABILITY COMPANY

Loan Officer

Hanna Thomas
(970) 547-3846 (Cell)
Hanna.Thomas@efirstbank.com
Delivered via: Electronic Mail

Lender - New Loan

FIRSTBANK - MOUNTAINS

Attention: . .

PO BOX 347

160 US HWY 6

SILVERTHORNE, CO 80498

(303) 235-4500 (Work)

(303) 235-4509 (Work Fax)

clordering@efirstbank.com

Delivered via: Electronic Mail

Loan Processor

Joyce Chacon

(303) 456-2223 (Cell)

Joyce.Chacon@efirstbank.com

Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: M20214705-3

Date: 11/19/2024

Property Address: 909 LAKEPOINT CIRCLE, FRISCO, CO 80443

Buyer(s): LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Loan Policy 07-30-21 Construction Loan Rate	\$4,108.00
Tax Certificate	\$27.00
TOTAL	\$4,135.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Summit county recorded 05/22/2024 under reception no. 1331026](#)

Plat Map(s):

[Summit county recorded 02/17/1983 under reception no. 252400](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: M20214705-3

Customer Ref-Loan No.: 9961296

Property Address:

909 LAKEPOINT CIRCLE, FRISCO, CO 80443

1. Commitment Date:

11/08/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 07-30-21 Construction Loan Rate

\$3,863,000.00

Proposed Insured:

FIRSTBANK, ITS SUCCESSORS AND/OR ASSIGNS

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

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

LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

LOT 16, BLOCK 3, LAKEPOINT AT FRISCO A RESUBDIVISION OF A PORTION OF LOT 2, BLOCK 3, ACCORDING TO THE PLAT FILED FEBRUARY 17, 1983 UNDER RECEPTION NO. 252400, COUNTY OF SUMMIT, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: M20214705-3

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 22, 2024 UNDER RECEPTION NO. [1331027](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES SHANE LACY AS PRESIDENT OF ASPECT MOUNTAIN HOMES AS MEMBER OF LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. DEED OF TRUST FROM LAKEPOINT TOWNHOMES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$3,863,000.00.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: M20214705-3

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the 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 of the proposed insured acquires of record for value the estate or 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by 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.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 30, 1883, IN BOOK 47 AT PAGE [501](#).
9. EASEMENTS AS SHOWN ON THE PLAT FOR DISCOVERY 9000 RECORDED SEPTEMBER 22, 1972 UNDER RECEPTION NO. [128687](#).
10. EASEMENT AGREEMENTS BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE FRISCO SANITATION DISTRICT, A QUASI-MUNICIPAL CORPORATION TO THE EASEMENT FOR SEWER LINE PURPOSES FOR DISCOVERY 9000 AND TO THE EASEMENT FOR SEWER LINE PURPOSES FOR DISCOVERY INTERCHANGE WEST, RECORDED JUNE 14, 1974 IN BOOK 253 AT PAGE [321](#) UNDER RECEPTION NO. 141924.
11. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED SEPTEMBER 29, 1981 UNDER RECEPTION NO. [229466](#).
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT RECORDED FEBRUARY 17, 1983 UNDER RECEPTION NO. [252400](#)
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF AGREEMENT AS CONTAINED IN DEED RECORDED MARCH 29, 1984 UNDER RECEPTION NO. [275160](#).
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FRISCO SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 02, 1984, UNDER RECEPTION NO. [280101](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: M20214705-3

15. TERMS, CONDITIONS AND PROVISIONS OF ORDER FOR INCLUSION RECORDED JUNE 29, 1992 UNDER RECEPTION NO. [424030](#).



ALTA Commitment For Title Insurance

issued by Old Republic National 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, Old Republic National Title Insurance Company, a Minnesota 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 Amount of insurance 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) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "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.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of 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, 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not 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) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) 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 IS 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election 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>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.