

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD29-10-11) (Mandatory 1-12)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SELLER'S PROPERTY DISCLOSURE
 (RESIDENTIAL)**

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: 1/3/2013

Property Address: 12198 W Brittany Ave Littleton CO 80127

Seller: Robert W Stewart and Christine Z Stewart

IMPROVEMENTS							
A. STRUCTURAL CONDITIONS							
Do any of the following conditions now exist or have they ever existed:		Yes	No	Do Not Know	N/A	Comments	
1	Structural problems		<input checked="" type="checkbox"/>				
2	Moisture and/or water problems	<input checked="" type="checkbox"/>				Mstr Bath great repair	
3	Damage due to termites, other insects, birds, animals or rodents		<input checked="" type="checkbox"/>				
4	Damage due to hail, wind, fire or flood	<input checked="" type="checkbox"/>				Replaced roof in 2005	
5	Cracks, heaving or settling problems		<input checked="" type="checkbox"/>				
6	Exterior wall or window problems	<input checked="" type="checkbox"/>				Damage to window, Mstr Bed room	
7	Exterior Artificial Stucco (EIFS)				<input checked="" type="checkbox"/>		
8	Any additions or alterations made	<input checked="" type="checkbox"/>				Basement partially finished.	
9	Building code, city or county violations		<input checked="" type="checkbox"/>				
B. ROOF							
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments	
1	Roof problems		<input checked="" type="checkbox"/>				
2	Roof material: Certain Teed Age 2005	<input checked="" type="checkbox"/>					
	Roof material: tri-laminate Age						
3	Roof leak: Past		<input checked="" type="checkbox"/>				
4	Roof leak: Present		<input checked="" type="checkbox"/>				
5	Damage to roof: Past	<input checked="" type="checkbox"/>				Replaced roof in 2005.	
6	Damage to roof: Present		<input checked="" type="checkbox"/>				
7	Roof under warranty until 2055 Transferable Yes	<input checked="" type="checkbox"/>				50-year warranty to 2nd owner	
8	Roof work done while under current roof warranty		<input checked="" type="checkbox"/>				
9	Skylight problems		<input checked="" type="checkbox"/>				
10	Gutter or downspout problems		<input checked="" type="checkbox"/>				
C. APPLIANCES							
Are the following now in working condition:		Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Built-in vacuum system & accessories					<input checked="" type="checkbox"/>	
2	Clothes dryer					<input checked="" type="checkbox"/>	
3	Clothes washer					<input checked="" type="checkbox"/>	
4	Dishwasher	<input checked="" type="checkbox"/>					
5	Disposal	<input checked="" type="checkbox"/>					
6	Freezer					<input checked="" type="checkbox"/>	
7	Gas grill					<input checked="" type="checkbox"/>	
8	Hood	<input checked="" type="checkbox"/>					
9	Microwave oven	<input checked="" type="checkbox"/>					
10	Oven	<input checked="" type="checkbox"/>					

Buyer(s) Initials _____

Seller(s) Initials CRS RWS

11	Range							
12	Refrigerator							
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased							
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased							
15	Trash compactor							

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	Comments
	Are the following now in working condition:						
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical: Phase <u>2</u> Voltage <u>110</u> Amps						
8	Telecommunications (T1, fiber <u>cable</u> , satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Ceiling fans						
11	Garage door opener						
12	Garage door control(s) # <u>2</u>						
13	Intercom <u>(doorbell)</u>						
14	In-wall speakers						
15	220 volt service						
16	Landscape lighting						

		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	Comments
	Are the following now in working condition:						
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						
5	Air purifier						
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system: Type <u>GFA</u> Fuel <u>Gas</u> Type Fuel						
11	Water heater: Number of <u>1</u> Fuel type <u>Gas</u> Capacity <u>50gal.</u>						
12	Fireplace: Type <u>Gas</u> Fuel <u>Gas</u>						
13	Fireplace insert						
14	Stove: Type Fuel						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type						
18	Overhead door						
19	Entry gate system						
20	Elevator/escalators						

		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	Comments
	Are the following now in working condition:						
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						

Buyer(s) Initials _____

Seller(s) Initials CBS, RWS

2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						<input checked="" type="checkbox"/>
3	Sewage problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)						<input checked="" type="checkbox"/>
5	Drainage, storm sewers, retention ponds						<input checked="" type="checkbox"/>
6	Grey water storage/use						<input checked="" type="checkbox"/>
7	Plumbing problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump						<input checked="" type="checkbox"/>
9	Underground sprinkler system	<input checked="" type="checkbox"/>					
10	Fire sprinkler system						<input checked="" type="checkbox"/>
11	Polybutylene pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage	<input checked="" type="checkbox"/>					
14	Irrigation pump						<input checked="" type="checkbox"/>
15	Well pump						<input checked="" type="checkbox"/>

		IN WORKING CONDITION					
G. OTHER DISCLOSURES—IMPROVEMENTS		Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Included fixtures and equipment now in working condition						
2	Faucets						Replaced 5 in 2012
3	Nook light						Replaced in Dec. 2012
4							

H. GENERAL						
H. USE, ZONING & LEGAL ISSUES		Yes	No	Do Not Know	N/A	Comments
Do any of the following conditions now exist:						
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		<input checked="" type="checkbox"/>			
2	Notice or threat of condemnation proceedings		<input checked="" type="checkbox"/>			
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		<input checked="" type="checkbox"/>			
4	Violation of restrictive covenants or owners' association rules or regulations		<input checked="" type="checkbox"/>			
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body		<input checked="" type="checkbox"/>			
6	Notice of zoning action related to the Property		<input checked="" type="checkbox"/>			
7	Other legal action		<input checked="" type="checkbox"/>			

I. ACCESS, PARKING, DRAINAGE & SIGNAGE		Yes	No	Do Not Know	N/A	Comments
Do any of the following conditions now exist:						
1	Any access problems		<input checked="" type="checkbox"/>			
2	Roads, driveways, trails or paths through the Property used by others		<input checked="" type="checkbox"/>			
3	Public highway or county road bordering the Property		<input checked="" type="checkbox"/>			
4	Any proposed or existing transportation project that affects or is expected to affect the Property		<input checked="" type="checkbox"/>			
5	Encroachments, boundary disputes or unrecorded easements		<input checked="" type="checkbox"/>			
6	Shared or common areas with adjoining properties		<input checked="" type="checkbox"/>			
7	Requirements for curb, gravel/paving, landscaping		<input checked="" type="checkbox"/>			
8	Flooding or drainage problems: Past		<input checked="" type="checkbox"/>			
9	Flooding or drainage problems: Present		<input checked="" type="checkbox"/>			

J. WATER & SEWER SUPPLY		Yes	No	Do Not Know	N/A	Comments
Do any of the following conditions now exist:						
1	Water Rights Type:				<input checked="" type="checkbox"/>	
2	Water tap fees paid in full	<input checked="" type="checkbox"/>				
3	Sewer tap fees paid in full	<input checked="" type="checkbox"/>				
4	Subject to augmentation plan		<input checked="" type="checkbox"/>			
5	Well required to be metered		<input checked="" type="checkbox"/>			

6 Type of water supply: Public Community Well Shared Well Cistern None
 If the Property is served by a Well, a copy of the Well Permit Is Is Not attached. Well Permit #: _____
 Drilling Records Are Are Not attached. Shared Well Agreement Yes No.
 The Water Provider for the Property can be contacted at:
 Name: _____ Address: _____
 Web Site: _____ Phone No.: _____
 There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____

SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

7 Type of sanitary sewer service: Public Community Septic System None Other
 If the Property is served by an on-site septic system, supply to buyer a copy of the permit.
 Type of septic system: Tank Leach Lagoon

K. ENVIRONMENTAL CONDITIONS					
Do any of the following conditions now exist or have they ever existed:					
	Yes	No	Do Not Know	N/A	Comments
1		X			
2		X			
3		X			
4	X				
5	X				Cat. in 2011.
6		X			
7		X			
8		X			
9		X			
10		X			
11		X			
12		X			
13	X				Soil study at purchase, 1984
14		X			
15	X				Smoke-free since 1993
16		X			

L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1				X	
2				X	
3				X	

M. OTHER DISCLOSURES -- GENERAL					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1		X			
2	X				Soil study at purchase, 1984
3		X			
4		X			
5		X			
6		X			

Buyer(s) Initials _____ Seller(s) Initials CES, RWS

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Seller: Robert W Stewart Date: 1-4-13
Robert W Stewart

Seller: Christine Z Stewart Date: 1-4-13
Christine Z Stewart

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include constructive knowledge or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer hereby receipts for a copy of this Disclosure.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD29-10-11. SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate.

Property Address: **12198 W Brittany Ave Littleton CO 80127**

1. Licensee Measurement

Listing Licensee Has Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	n/a	n/a
<input type="checkbox"/> FHA	n/a	n/a
<input type="checkbox"/> ANSI	n/a	n/a
<input type="checkbox"/> Local standard n/a	n/a	n/a
<input type="checkbox"/> Other n/a	n/a	n/a


2. Other Source of Measurement :

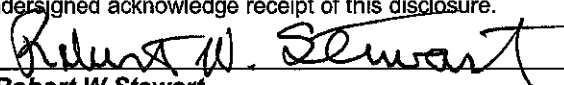
Listing Licensee is is Not providing information on square footage of the residence from another source(s) as indicated below:


<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	n/a	n/a
<input type="checkbox"/> Building plans (Date of document)	n/a	n/a
<input checked="" type="checkbox"/> Assessor's office (Date of document)	2144	672
<input type="checkbox"/> Other n/a	n/a	n/a

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

Listing Licensee:  Date: 1/3/2013
Alan J. Smith

The undersigned acknowledge receipt of this disclosure.
 Seller:  Date: 1-3-13
Robert W Stewart

Seller:  Date: 1-3-13
Christine Z Stewart

Buyer: _____ Date: _____

Buyer: _____ Date: _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SWA35-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SOURCE OF WATER ADDENDUM
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: 1/3/2013

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. **12198 W Brittany Ave Littleton CO 80127**

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property:

[Select and complete 1, 2 or 3 as applicable.]

2.1 The Property's source of water is a Well. Well Permit #: _____
If a well is the source of water for the Property, a copy of the current Well Permit Is Is Not attached.

2.2 The Water Provider for the Property can be contacted at:
Name: Denver Water
Address: _____
Web Site: _____
Phone No.: _____

2.3 There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

Seller: Robert W. Stewart Date: 1-3-13
Robert W Stewart

Seller: Christine Z Stewart Date: 1-3-13
Christine Z Stewart

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2012 CTM Software Corp.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 1/3/2013

1. PARTIES, PROPERTY. Robert W Stewart and Christine Z Stewart, Seller, and _____, Buyer, engage Chicago Title, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 12198 W Brittany Ave Littleton CO 80127, and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company [X] Agrees [] Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company [X] Agrees [] Does Not agree to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of \$ 300 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9,10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated: [X] Cashier's Check, at Seller's expense [] Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense [] Closing Company's trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness

Buyer(s) Initials _____ Seller(s) Initials _____

53 signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy
54 to Buyer's lender.

55

56 **10. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if
57 the Earnest Money has not already been returned following receipt of a Notice to Terminate or other
58 written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by
59 the written mutual instructions. Such release of Earnest Money shall be made within five days of
60 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
61 provided the Earnest Money check has cleared.

62

63 **11. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
(notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take
64 any action. Earnest Money Holder, at its option and sole subjective discretion, has several options (1)
65 await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent
66 jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide
67 notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and
68 Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit)
69 within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
70 Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder
71 does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest
72 Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

73

74 **12. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions
75 must be in writing and signed by Buyer, Seller and Closing Company.

76

77 **13. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
78 shall submit any required Change in Ownership form or registration of existing well form to the Division
79 of Water Resources in the Department of Natural Resources (Division), with as much information as is
80 available, and the Division shall be responsible for obtaining the necessary well registration information
81 directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
82 completes any required form.

83

84 **14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
85 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
86 Seller is either of the following (a) is a foreign person or (b) will not be a Colorado resident after Closing.
87 Seller should
88 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

88

89 **15. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
90 Colorado Real Estate Commission.)

91 n/a

92

93 **16. COUNTERPARTS.** This document may be executed by each party, separately, and when
94 each party has executed a copy, such copies taken together shall be deemed to be a full and
95 complete contract between the parties.

96

97 **17. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
98 of all signed documents that such brokers are required to maintain pursuant to the rules of the
99 Colorado Real Estate Commission.

100

101 **18 . NOTICE, DELIVERY, CHOICE OF LAW.**

102 **18.1 Physical Delivery.** Except as provided in § 18.2, all notices must be in writing.
103 Any notice or document to Buyer is effective when physically received by Buyer, any individual
104 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
105 document to Seller shall be effective when physically received by Seller, any individual seller, any
106 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
107 Closing Company shall be effective when physically received by Closing Company, any individual of
108 Closing Company, or any representative of Closing Company.

108 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and

109 written notice may be delivered in electronic form by the following indicated methods only:
110 Facsimile E-mail Internet No Electronic Delivery.. Documents with original
111 original signatures shall be provided upon request of any party.

112 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
113 by and construed in accordance with the laws of the State of Colorado that would be applicable to
114 Colorado residents who sign a contract in this state for property located in Colorado.

115

116

117 Buyer: _____ Date: _____

118

119 Address:

120 Address:

121 Phone No.:

122 Fax No.:

123 Electronic Address:

124

125 Buyer: _____ Date: _____

126

127 Address:

128 Address:

129 Phone No.:

130 Fax No.:

131 Electronic Address:

132

133 Seller: Robert W. Stewart Date: 1-3-13

134 **Robert W Stewart**

135 Address:

136 Address:

137 Phone No.:

138 Fax No.:

139 Electronic Address:

140

141 Seller: Christine Z Stewart Date: 1-3-13

142 **Christine Z Stewart**

143 Address:

144 Address:

145 Phone No.:

146 Fax No.:

147 Electronic Address:

148

149

150 **Closing Company:** Chicago Title

151

152 By: _____ Title: _____ Date: _____

Authorized Signature

153 Address:

154 City:

155 Phone No.:

156 Fax No.:

157 Electronic Address:

158

159 **(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)**

160

161 (Broker) Working with Seller Working with Buyer engages Closing Company as Broker's

Buyer(s) Initials _____ Seller(s) Initials _____

162 scrivener to complete, for a fee not to exceed \$ n/a at the sole expense of Broker, the
163 following legal documents:

164

165 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
166 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
167 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
168 of the Contract.

169

170 The documents stated above shall be subject to Broker's review and approval and Broker
171 acknowledges that Broker is responsible for the accuracy of the above documents.


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173 Brokerage Broker Firm's Name: **RE/MAX Professionals**
174 **The Alan Smith Team**

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Broker:  Date: 1/3/2013
Alan J. Smith

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179 Closing Company: **Chicago Title**

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181 By _____ Title: _____ Date: _____
Authorized Signature

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183 **CL8-9-12. CLOSING INSTRUCTIONS**

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