

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD29-10-11) (Mandatory I-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: 2/1/2013

Property Address: 6385 W FROST DR LITTLETON CO 80128

Seller: THOMAS KENNETT and KAREN KENNETT

I. IMPROVEMENTS						
A. STRUCTURAL CONDITIONS	Do any of the following conditions now exist or have they ever existed:					Comments
	Yes	No	Do Not Know	N/A		
1	Structural problems			<input checked="" type="checkbox"/>		
2	Moisture and/or water problems			<input checked="" type="checkbox"/>		
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"/>		
5	Cracks, heaving or settling problems			<input checked="" type="checkbox"/>		
6	Exterior wall or window problems			<input checked="" type="checkbox"/>		
7	Exterior Artificial Stucco (EIFS)			<input checked="" type="checkbox"/>		
8	Any additions or alterations made			<input checked="" type="checkbox"/>		
9	Building code, city or county violations			<input checked="" type="checkbox"/>		
B. ROOF	Do any of the following conditions now exist:					Comments
	Yes	No	Do Not Know	N/A		
1	Roof problems			<input checked="" type="checkbox"/>		
2	Roof material: composition Age 8 Roof material: 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"/>		
6	Damage to roof: Present			<input checked="" type="checkbox"/>		
7	Roof under warranty until Transferable			<input checked="" type="checkbox"/>		
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"/>		
IN WORKING CONDITION						
C. APPLIANCES	Are the following now in working condition:					Comments
	Yes	No	Do Not Know	Age if Known	N/A	
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"/>				

Buyer(s) Initials _____

Seller(s) Initials _____

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

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

	IN WORKING CONDITION			
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E.	MECHANICAL Are the following now in working condition:	IN WORKING CONDITION			Age If Known	N/A	Comments
		Yes	No	Do Not Know			
1	Air conditioning:						
	Evaporative cooler	<input checked="" type="checkbox"/>					
	Window units					<input checked="" type="checkbox"/>	
	Central					<input checked="" type="checkbox"/>	
2	Attic/whole house fan	<input checked="" type="checkbox"/>					
3	Vent fans					<input checked="" type="checkbox"/>	
4	Humidifier					<input checked="" type="checkbox"/>	
5	Air purifier					<input checked="" type="checkbox"/>	
6	Sauna					<input checked="" type="checkbox"/>	
7	Hot tub or spa			<input checked="" type="checkbox"/>			
8	Steam room/shower					<input checked="" type="checkbox"/>	
9	Pool					<input checked="" type="checkbox"/>	
10	Heating system: Type f.a. Fuel gas Type Fuel	<input checked="" type="checkbox"/>					
11	Water heater: Number of Fuel type gas Capacity 40	<input checked="" type="checkbox"/>					
12	Fireplace: Type Fuel wood			<input checked="" type="checkbox"/>			
13	Fireplace insert					<input checked="" type="checkbox"/>	
14	Stove: Type Fuel					<input checked="" type="checkbox"/>	

Buyer(s) Initials _____

Seller(s) Initials _____

15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know			<input checked="" type="checkbox"/>		
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type					<input checked="" type="checkbox"/>
18	Overhead door					<input checked="" type="checkbox"/>
19	Entry gate system					<input checked="" type="checkbox"/>
20	Elevator/escalators					<input checked="" type="checkbox"/>

		IN WORKING CONDITION					
F. WATER, SEWER & OTHER UTILITIES	Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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 type="checkbox"/> No <input checked="" 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 type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input checked="" 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							
3							
4							

II. GENERAL							
H. USE, ZONING & LEGAL ISSUES	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments	
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	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments	

Buyer(s) Initials _____

Seller(s) Initials _____

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						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
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					
5	Well required to be metered					
6	Type of water supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> is <input type="checkbox"/> is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: <u>Denver Water Department</u> Address: <u>1600 W. 12th Avenue Denver, CO 80204</u> Web Site: <u>http://www.denverwater.org</u> Phone No.: <u>303-893-2444</u> <input type="checkbox"/> 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: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> 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	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products			<input checked="" type="checkbox"/>		
2	Underground storage tanks			<input checked="" type="checkbox"/>		
3	Aboveground storage tanks			<input checked="" type="checkbox"/>		
4	Underground transmission lines			<input checked="" type="checkbox"/>		
5	Animals kept in the residence			<input checked="" type="checkbox"/>		
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill			<input checked="" type="checkbox"/>		
7	Monitoring wells or test equipment			<input checked="" type="checkbox"/>		
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property			<input checked="" type="checkbox"/>		
9	Mine shafts, tunnels or abandoned wells on the Property			<input checked="" type="checkbox"/>		
10	Within governmentally designated geological hazard or sensitive area			<input checked="" type="checkbox"/>		
11	Within governmentally designated flood plain or wetland area			<input checked="" type="checkbox"/>		
12	Dead, diseased or infested trees or shrubs			<input checked="" type="checkbox"/>		
13	Environmental assessments, studies or reports done involving the physical condition of the Property			<input checked="" type="checkbox"/>		
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells			<input checked="" type="checkbox"/>		
15	Interior of improvements of Property tobacco smoke-free			<input checked="" type="checkbox"/>		
16	Other environmental problems			<input checked="" type="checkbox"/>		

Buyer(s) Initials _____

Seller(s) Initials _____

L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association				<input checked="" type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented			<input checked="" type="checkbox"/>		
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).			<input checked="" type="checkbox"/>		
M. OTHER DISCLOSURES — GENERAL						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)			<input checked="" type="checkbox"/>		
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property			<input checked="" type="checkbox"/>		
3	Any property insurance claim submitted (whether paid or not)		<input checked="" type="checkbox"/>			
4	Structural, architectural and engineering plans and/or specifications for any existing improvements			<input checked="" type="checkbox"/>		
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards			<input checked="" type="checkbox"/>		
6	Government special improvements approved, but not yet installed, that may become a lien against the Property			<input checked="" type="checkbox"/>		

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.

THOMAS KENNETT

Date: 2/1/2013

Seller: **THOMAS KENNETT**

KAREN KENNETT

Date: 2/1/2013

Seller: **KAREN KENNETT**

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

Buyer(s) Initials _____

Seller(s) Initials _____

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)

CTM eContracts - ©2012 CTM Software Corp.

Buyer(s) Initials _____

Seller(s) Initials _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF 94-5-04)

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: **6385 W FROST DR LITTLETON CO 80128**

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

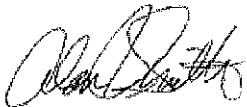
2. Other Source of Measurement :

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)	01/30/2013	2806
<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: 2/1/2013
Tami Shipman Buyer Partner for Alan J. Smith

The undersigned acknowledge receipt of this disclosure.

THOMAS KENNETT Date: 2/1/2013
 Seller: **THOMAS KENNETT**

KAREN KENNETT Date: 2/1/2013
 Seller: **KAREN KENNETT**

Buyer: _____ Date: _____
 Buyer: _____ Date: _____

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

2
3 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT**
4 **LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**
5

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

8 Date: 2/1/2013

9
10 **1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water
11 Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller
12 and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No.
13 **6385 W FROST DR LITTLETON CO 80128**
14

15 **2. SOURCE OF POTABLE WATER.** Seller discloses the following information for the source of
16 potable water for the Property:
17

18 [Select and complete 1, 2 or 3 as applicable.]
19

20 **2.1** The Property's source of water is a Well. Well Permit #: _____
21 If a well is the source of water for the Property, a copy of the current Well Permit
22 Is Is Not attached.
23

24 **2.2** The Water Provider for the Property can be contacted at:
25 Name: Denver Water Department
26 1600 W. 12th Avenue Denver, CO
27 Address: 80204
28 Web Site: http://www.denverwater.org
29 Phone No.: 303-893-2444

30 **2.3** There is neither a Well nor a Water Provider for the Property. The source of water
31 for the Property is [describe source]: na
32

33 **NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON**
34 **NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR**
35 **INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF**
36 **THE PROVIDER'S WATER SUPPLIES.**
37

38 THOMAS KENNETT

Date: 2/1/2013

39 Seller: THOMAS KENNETT
40

41 KAREN KENNETT

Date: 2/1/2013

42 Seller: KAREN KENNETT
43

44 Buyer: _____ Date: _____
45

46
47 Buyer: _____ Date: _____
48

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-8-10) (Mandatory 1-11)

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

CLOSING INSTRUCTIONS

Date: 2/1/2013

1. PARTIES, PROPERTY. THOMAS KENNETT and KAREN KENNETT, Seller, and _____, Buyer, engage Colorado Professionals 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. 6385 W FROST DR LITTLETON CO 80128, and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, including any counterproposals and amendments (Contract).

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

3. CLOSING FEE. Closing Company will receive a fee not to exceed \$ 230.00 for providing these closing and settlement services.

4. 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 § 8, 9 and 10.

5. 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 disbursing can assure that payoff of loans and other disbursements will actually be made.

6. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated: 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.

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

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

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

Seller(s) Initials: TK KK

Buyer(s) Initials:

54 provided the Earnest Money check has cleared.

55

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

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

69
70 **12. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
71 shall submit any required Change in Ownership form or registration of existing well form to the Division
72 of Water Resources in the Department of Natural Resources (Division), with as much information as is
73 available, and the Division shall be responsible for obtaining the necessary well registration information
74 directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
75 completes any required form.

76
77 **13. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
78 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
79 Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
80 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

81
82 **14. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
83 Colorado Real Estate Commission.)

84 n/a

85
86 **15. COUNTERPARTS.** This document may be executed by each party, separately, and when
87 each party has executed a copy, such copies taken together shall be deemed to be a full and
88 complete contract between the parties.

89
90 **16. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
91 of all signed documents that such brokers are required to maintain pursuant to the rules of the
92 Colorado Real Estate Commission.

93 **17. NOTICE, DELIVERY AND CHOICE OF LAW.**

94 **17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing.
95 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
96 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
97 document to Seller shall be effective when physically received by Seller, any individual seller, any
98 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
99 Closing Company shall be effective when physically received by Closing Company, any individual of
Closing Company, or any representative of Closing Company.

100 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
101 written notice may be delivered in electronic form by the following indicated methods only:

102 Facsimile E-mail Internet No Electronic Delivery.. Documents with original
103 signatures shall be provided upon request of any party.

104 **17.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
105 by and construed in accordance with the laws of the State of Colorado that would be applicable to
106 Colorado residents who sign a contract in this state for property located in Colorado.

107

108

109 Buyer: _____ Date: _____

110

Seller(s) Initials: *TK MK*

Buyer(s) Initials:

111 Address:
112 Address:
113 Phone No.:
114 Fax No.:
115 Electronic Address:

116

117 Buyer: _____ Date: _____

118

119 Address:

120 Address:

121 Phone No.:

122 Fax No.:

123 Electronic Address:

124

125 THOMAS KENNETT TK
Date: 2/1/2013

126 Seller: **THOMAS KENNETT**

127 Address:

128 Address:

129 Phone No.:

130 Fax No.:

131 Electronic Address:

132

133 KAREN KENNETT KK
Date: 2/1/2013

134 Seller: **KAREN KENNETT**

135 Address:

136 Address:

137 Phone No.:

138 Fax No.:

139 Electronic Address:

140

141

142 **Closing Company:** Colorado Professionals Title

143

144 _____ Date: _____

145 By: **Marcia L. Wallis**

146 Authorized Signature Title: _____

147 Address: 8500 Bowles Ave #100A

148 City: Littleton, CO 80123

149 Phone No.: 303-932-3315

150 Fax No.: 303-932-3363

151 Electronic Address: mwallis@coprotitle.com

152

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

154

155 Tami Shipman Buyer Partner for Alan J.

Smith (Broker) Working with Seller Working with Buyer

156 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 5.00

157 at the sole expense of Broker, the following legal documents:

Seller(s) Initials: TK KK

Buyer(s) Initials:

158

159 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
160 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
161 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
162 of the Contract.

163

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


166

167 Brokerage Broker Firm's Name: **RE/MAX Professionals**
168 **Buyer Partner for Alan J. Smith**

169

170

171

Broker:  Date: **2/1/2013**
Tami Shipman Buyer Partner for Alan J. Smith

172

173 Closing Company: **Colorado Professionals Title**

174

175

176

177

178

Date: _____
By: **Marcia L. Wallis**
Authorized Signature Title: _____

179 **CL8-8-10. CLOSING INSTRUCTIONS**

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Seller(s) Initials: **TK KK**

Buyer(s) Initials:

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP 45-5-04)

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

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:
6385 W FROST DR LITTLETON CO 80128

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
- Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
- Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

n/a

- (c) Records and reports available to Seller (check one box below):
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

n/a

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint

Buyer(s) Initials _____

Seller(s) Initials _____

- and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
- Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

THOMAS KENNETT

Date: 2/1/2013

Seller: **THOMAS KENNETT**

KAREN KENNETT

Date: 2/1/2013

Seller: **KAREN KENNETT**

Listing Brokerage Firm's Name: RE/MAX Professionals
Buyer Partner for Alan J. Smith

Real Estate Licensee (Listing)

Broker:  _____ Date: 2/1/2013

Real Estate Licensee (Selling):

_____ Date: _____
Selling Broker:

(LP 45-5-04) LEAD PAINT BASE DISCLOSURE (SALES)

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

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP47-5-04)

Lead-Based Paint Obligations of Seller

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer. Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. **6385 W FROST DR LITTLETON CO 80128**

THOMAS KENNETT

Date: 2/1/2013

Seller: **THOMAS KENNETT**

KAREN KENNETT

Date: 2/1/2013

Seller: **KAREN KENNETT**

LP 47-5-04 LEAD-BASED PAINT OBLIGATIONS OF SELLER

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Seller(s) Initials: _____