RE/MAX Professionals

REMIX Professionals 8500 West Bowles Avenue Suite 100 Littleton, CO 80123

TOIDEADO'S MOST PESTICIOUS SEAL ESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team Ph: 303.932.3306 Fax: 303.973.3439

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: 1/9/2013

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

Property Address: 6871 S Prince Cir Littleton CO 80120

Seller: Robert Frank and Missy Frank STRUCTURAL CONDITIONS Do Not Do any of the following conditions now exist or have N/A they ever existed: Yes No Know Comments 1 Structural problems Moisture and/or water problems Damage due to termites, other insects, birds, animals or rodents 4 Damage due to hail, wind, fire or flood 5 Cracks, heaving or settling problems 6 Exterior wall or window problems 7 Exterior Artificial Stucco (EIFS) 8 Any additions or alterations made 9 Building code, city or county violations Do Not N/A Do any of the following conditions now exist: Yes No Know Comments Roof problems Roof material: Age 2011 Roof material: Roof leak: Past 4 Roof leak: Present Damage to roof: Past 6 Damage to roof: Present Roof under warranty until . Transferable Roof work done while under current roof warranty 9 Skylight problems 10 Gutter or downspout problems IN WORKING CONDITION C. APPLIANCES Do Not Age If N/A Are the following now in working condition: Yes No Know Known Comments Built-in vacuum system & accessories 2 Clothes dryer Clothes washer 4 Dishwasher 5 Disposal NEW 6 Freezer Gas grill 8 Hood 9 Microwave oven

Buyer(s) Initials	Seller(s) Initials	<u>η</u> μ	

Page 1 of 5

11	Range		Ĺ	<u></u>	<u></u>		
12	Refrigerator	V				L	
13	T.V. antenna: Owned Leased	v'					
	Satellite system or DSS dish: Nowned						
14	Leased						
15	Trash compactor				<u> </u>		
		•		-	•	_	
<u> </u>		IN.	I WOR	KING	1		
1			CONDI				
D.	ELECTRICAL & TELECOMMUNICATIONS	T	T	Do Not	Age If		
	Are the following now in working condition:	Yes	No	Know		N/A	Comments
1	Security system: Owned Leased	T•	V				
2	Smoke/fire detectors: Battery Hardwire	17		-		1	
3	Carbon Monoxide Alarm: Battery Hardwin	<u>.Y.</u>	 		 	\vdash	-
	Light fixtures	V	╅			1	
5	Switches & outlets	Ť	\uparrow				·
6	Aluminum wiring (110)		V				
7	Electrical: Phase Voltage				1		
	Amps	+	 	ļ		٠,	
8 9	Telecommunications (T1, fiber, cable, satellite) Inside telephone wiring & blocks/jacks	+	 		ļ	~	
	Ceiling fans	15	+	 	-	┼	
	Garage door opener	1	╁	 	 	\vdash	
12	Garage door control(s) # 2	Ĭ				<u> </u>	
13	Intercom/doorbell					V	
	In-wall speakers	V	\leftarrow				
	220 volt service	↓∨	\vdash			1	
16	Landscape lighting		1			1	<u> </u>
l			WOR		1		
<u> </u>	I NEGULANIA I	L C	ONDIT		<u> </u>		·
E.	MECHANICAL Are the following now in working condition:	Yes	No	Do Not Know	_	N/A	Comments
4	Are the following now in working condition:	TES	TUO I				Comments
4					Kuown		
1	Air conditioning:			TON THE RES	Known	M	
1	Air conditioning: Evaporative cooler				Known		
1	Air conditioning:				Known	M	
2	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan				Kilowi	M	
2 3	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans				Kilowi	M	
2 3 4	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier				Known	M	
2 3 4 5	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier				Known	M	
2 3 4 5 6	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier Sauna				Known	M	
2 3 4 5	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier				Known	M	
2 3 4 5 6 7	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier Sauna Hot tub or spa				Known	M	
2 3 4 5 6 7 8	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier Sauna Hot tub or spa Steam room/shower Pool Heating system:				Riowi	M	
2 3 4 5 6 7 8	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier Sauna Hot tub or spa Steam room/shower Pool Heating system: Type Fuel				RIOWI	M	
2 3 4 5 6 7 8 9	Air conditioning: Evaporative cooler Window units Central Attic/whole house fan Vent fans Humidifier Air purifier Sauna Hot tub or spa Steam room/shower Pool Heating system: Type Fuel Type Fuel Fuel				Riowi	M	
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SPD29-10-11.	SELLER'S PROPERTY DISCLOSURE (Residential)	Page 2 of 5
Buyer(s) Initia	lsS	eller(s) Initials
	·	

	·						
2	Water softener: Owned Leased					1	
3	Sewage problems: Yes No Do not know						
4	Lift station (sewage ejector pump)					1	
5	Drainage, storm sewers, retention ponds						
6	Grey water storage/use						
7	Plumbing problems: Yes No Do not know						
8	Sump pump			***************************************	4		· · · · · · · · · · · · · · · · · · ·
9	Underground sprinkler system	X				•	
10	Fire sprinkler system					V	
11	Polybutylene pipe: Yes No Do not know						
12	Galvanized pipe: Yes No Do not know						
13	→ Domestic □Irrigation □Fire □Sewage						
14	Irrigation pump						· · · · · · · · · · · · · · · · · · ·
15	Well pump					Z	· · · · · · · · · · · · · · · · · · ·
			-				
		IN	WOR	KING	1		
			ONDI				
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know		N/A	Comments
1	Included fixtures and equipment now in working	4					·
Ĺ	condition ,	7					
2							
3							
4							
						and the second	N
	,我们就是我们的自己的,我们就是我们的,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	100	100				The first of the control of the cont

н	USE, ZONING & LEGAL ISSUES			Do Not		I
•••	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
	Zoning violation, variance, conditional use, violation of			1111011		Commente
1	an enforceable PUD or non-conforming use		V.			
2	Notice or threat of condemnation proceedings		iz	1		-
	Notice of any adverse conditions from any governmental		-			
3	or quasi-governmental agency that have not been					
	resolved		V	/		
_	Violation of restrictive covenants or owners' association					
4	rules or regulations		V			
	Any building or Improvements constructed within the past			r		
5	опе year from this Date without approval by the		√			
	Association or the designated approving body		_			
	Notice of zoning action related to the Property		•			
7	Other legal action					
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE		1	Do Not		
	Do any of the following conditions now exist:	Yes	No.	Know	N/A	Comments
1	Any access problems		7			
2	Roads, driveways, trails or paths through the Property used			ł		
_	by others		~			
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects					
_	or is expected to affect the Property		Y			
-5	Encroachments, boundary disputes or unrecorded		/			
_	easements		٧			
	Shared or common areas with adjoining properties					
	Requirements for curb, gravel/paving, landscaping			<u></u>		
	Flooding or drainage problems: Past		$oldsymbol{oldsymbol{arphi}}$			
9	Flooding or drainage problems: Present					
J.	WATER & SEWER SUPPLY			Do Not		
	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Water Rights Type:		. 1/	1		
	Water tap fees paid in full			† — —		
2		1.		<u> </u>		
	Sewer tap tees paid in full					
3	Sewer tap fees paid in full Subject to augmentation plan	┪	1		27,07	1

		7
Buyer(s) Initials	Seller(s) Initials	trans

6	Type of water supply: Dublic Community					
	If the Property is served by a Well, a copy of the Well Permit	t LLIs	∟lis	Not atta	ched.	Well Permit #:
	Drilling Records Are Are Not attached. Shared The Water Provider for the Property can be contacted at:	Well A	∖green	nent ∐Y	es L	JNo.
		.ddress				
		hone l				
	There is neither a Well nor a Water Provider for the Prop	erty. T	he sou	rce of po	table v	water for the Property is [describe source];
į	SOME WATER PROVIDERS RELY, TO VARYING DEGREES, YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOU PROVIDER'S WATER SUPPLIES.	ON N	ONREM	NEWABLI	E GRO	OUND WATER, YOU MAY WISH TO CONTA
┢	Type of sanitary sewer service: Public Community		Cantia	System	П	None Other
7	If the Property is served by an on-site septic system, supply t					
	Type of septic system: Tank Cleach Clagoon	•				
						
к	. ENVIRONMENTAL CONDITIONS					
	Do any of the following conditions now exist or have they		l	Do Not		
⊢	ever existed: Hazardous materials on the Property, such as radioactive,	Yes	No	Know	N/A	Comments
	toxia or highererdelle meteriale eshantee montieldes					
. 1	herbicides, wastewater sludge, radon, methane, mill	i	Ι.		ŀ	
L	tailings, solvents or petroleum products		V			
	Underground storage tanks	$ldsymbol{oxedsymbol{oxedsymbol{eta}}}$	~			
	Aboveground storage tanks	<u> </u>				
_	Underground transmission lines		1	 	 	
5	Animals kept in the residence	~				
6	Property used as, situated on, or adjoining a dump, land fill					
-	or municipal solid waste land fill	-	 •	<u> </u>		
17	Monitoring wells or test equipment Sliding, settling, upheaval, movement or instability of earth		 	 	 	<u> </u>
8	or expansive soils on the Property		1			· ·
9	Mine shafts, tunnels or abandoned wells on the Property	 	~	 		
10	Within governmentally designated geological hazard or		1			
Ľ	sensitive area			<u> </u>		
11	Within governmentally designated flood plain or wetland area	1	/			
12	Dead, diseased or infested trees or shrubs	 		 		
13	Environmental appropriate abudita account dans			-		_
13	involving the physical condition of the Property		V	<u> </u>		
14	Property used for any mining, graveling, or other natural					
15	resource extraction operations such as all and gas wells Interior of improvements of Property tobacco smoke-free	. /	<u> </u>	 	<u> </u>	
	Other environmental problems	Y			 	
<u> </u>	,	·	Y			
\vdash	COMMON INTEREST COMMUNITY-ASSOCIATION					
	PROPERTY		l i	Do Not		
	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Property is part of an owners' association					
2	Special assessments or increases in regular assessments					
<u> </u>	approved by owners' association but not yet implemented		7	-	<u> </u>	
- 1	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective					
3	construction of improvements of the Association Property					
	(common area or property owned or controlled by the					
<u> </u>	Association but outside the Seller's Property or Unit).					
						·
М.	OTHER DISCLOSURES — GENERAL	. I		Do Not]	
<u> </u>	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Any part of the Property leased to others (written or oral) Written reports of any building, site, roofing, soils or		~			
2	engineering investigations or studies of the Property			r		
-	Any property insurance claim submitted (whether paid or		-			<u> </u>
	not)		<u>/</u>			
3			. 7			
4	Structural, architectural and engineering plans and/or				1	
3	specifications for any existing improvements		<u> </u>			
3 4 5	specifications for any existing improvements Property was previously used as a methamphetamine	•				
3 4 5	specifications for any existing improvements	•	\ \			

Buyer(s) Initials Seller(s) Initials

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 certifles to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

Date: Seller:

ADVISORY TO BUYER:

- 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;

 - the presence of moderns, insects and vermin including termites;
 - the legal use of the Property and legal access to the Property;
 - the availability and source of water, sewer, and utilities;
 - the environmental and geological condition of the Property;
 - the presence of noxious weeds; and
- 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.
- 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.
- 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.
- 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.
- Buyer hereby receipts for a copy of this Disclosure.

Buyer:	Date:
Buyer: Character State of the Control of the Contro	Date:

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

CTM eContracts - @2012 CTM Software Corp.

SPD29-10-11.	SELLER'S PROPERTY DISCLOSURE (Residential)	Page 5 of 5	:		
Buyer(s) Initia	ls	Seller(s) Initials _	!	RE	<u></u>

RE/MAX Professionals 8500 West Bow	essionals vles Avenue Suite	100 Littleton	. CO 80123
COLDEADO'S MOST MESTICIOUS REAL ESTATE COMPANY AIRN J. SMITH I	Broker/Owner ine	: Alan Smith I	eam
Ph: 303.932.33 The printed portions of this form, except different			by the Colorade Real
Estate Commission. (SF 94-5-04)	ateu additions, nave	been approved	by the Colorado Real
SQUARE F	OOTAGE DISCLOSE	JRE	
This disclosure is made to Buyer and Seller pursuand applies to improved residential real estate.	uant to the requireme	ents of Colorado	Real Estate Commission
Property Address: 6871 S Prince Cir Littleto	n CO 80120		
1. Licensee Measurement			
Listing Licensee 🛘 Has 🔀 Has Not meas	ured the square foota	ige of the reside	ence according to
the following standard, methodology or manner:			
Standard/Methodology/Manner	Date Measured	Squa	are Footage
☐ Exterior measurement	n/a		n/a
□ FHA	n/a		n/a
☐ ANSI	n/a		n/a
☐ Local standard <i>n/a</i>	n/a		n/a
Other <i>n/a</i>	n/a		n/a
Listing Licensee is is lis Not providing source(s) as indicated below: Source of Square Footage Information	<u>D</u> :	ate	Square Footage
☐ Prior appraisal (Date of document)	n,	/a	n/a
Building plans (Date of document)		/a	n/a
Assessor's office (Date of document)	01/09	/2013	1346+628
☐ Other n/a	n	/a	n/a
Measurement is for the purpose of <u>marketing</u> , ma If exact square footage is a concern, the prop	perty should be ind	ependently m	easured.
Buyer and Seller are advised to verify this information be completed on or before the Inspection Objection			t or investigation should
Listing Licensee: Alan J. Smith		Date:	1/9/2013
The undersigned acknowledge receipt of this disc	losure.		
Seller: Robert Frank	h	Date: <u>/</u>	-8-13 /8/13
Seller: Missy Frank	<u> </u>	Date:	8/13
Buyer:	· · · · · · · · · · · · · · · · · · ·	Date:	· · · · · · · · · · · · · · · · · · ·
Buyer:		Date:	·
SF 94-5-04 SQUARE FOOTAGE DISCLOSU	JRE CTM eContract	s - ©2012 CTM	Software Corp.

RE/MAX Professionals REMIX Professionals 8500 West Bowles Avenue Suite 100 Littleton, CO 80123 COLORADO'S MOST ASSISTICIOUS REAL ESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team Ph: 303.932.3306 Fax: 303.973.3439 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 LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. 5 SOURCE OF WATER ADDENDUM 6 TO CONTRACT TO BUY AND SELL REAL ESTATE 7 1/9/2013 8 Date: 9 10 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. 6871 S Prince Cir Littleton CO 80120 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 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 ☐ Is ☐ Is Not attached. 22 23 怒 The Water Provider for the Property can be contacted at: 24 Denver Whiler 25 Name: Address: 26 Web Site: 27 28 Phone No.: 29 30 There is neither a Well nor a Water Provider for the Property. The source of water 31 for the Property is [describe source]: 32 33 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 35 THE PROVIDER'S WATER SUPPLIES 36 37 38 Seller: Robert Frank 39 40 41 Seller: Date: 🗸 42 43 Date: 45 46 47 Buyer: Date:

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

		REMIX Professionals 8500 West Bowles Avenue Suite 100 Littleton, CO 80123
	1	COLORADO'S MOST PESTICIOUS REAL ESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team
		Ph: 303.932.3306 Fax: 303.973.3439
	2	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)
	3	Real Estate Commission (CEO-9-12) (Mandatory 1-13)
	4	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
	5	LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.
	6	
	7	CLOSING INSTRUCTIONS
	8	7/0/2040
	9 10	Date:
	10	1. PARTIES, PROPERTY. Robert Frank and Missy Frank, Seller, and
	11	Buyer.
		engage Colorado Professionals Title , Closing Company, who agrees to provide
	12	closing and settlement services in connection with the Closing of the transaction for the sale and
		purchase of the Property
	14	known as No. 6871 S Prince Cir Littleton CO 80120
	15	,
	16	
	17 18	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.
	19	shall control, subject to subsequent amendments to the Contract of this Agreement.
		2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company 🛮 Agrees 🗆 Does Not
	20	agree that: upon completion of a satisfactory title search and examination, it will furnish a Title
	21	Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have
	22	been fulfilled. Closing Company $f f X$ Agrees $m \Box$ Does Not agree to furnish copies of Exceptions.
	23	
	24	3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to
	25 26	obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal
	27	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.
	28	pursuant to the contract that are necessary to early out the terms and continions of the contract.
	29	4. CLOSING FEE. Closing Company will receive a fee of \$ 230 for providing closing and
	30	settlement services (Closing Fee).
	31	
	32	5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents
	33	or things of value prior to receipt and disbursement of Good Funds, except as provided in § § 9,10 and
	34	11.
	35	6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions,
	36	except those funds as may be separately disclosed in writing to Buyer and Seller by Closing
	37	Company or Buyer's lender on or before Closing. All parties agree that no one other than the
	38	disburser can assure that payoff of loans and other disbursements will actually be made.
	39	
	40	7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:
	41	Cashier's Check, at Seller's expense upon Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense upon Closing Company's trust account check.
	42 43	to an account specified by Seller, at Seller's expense in Closing Company's trust account check.
	43 44	8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and
	45	detailed closing statement to Buyer and Seller at time of Closing.
	46	and the state of t
	47	9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date
	48	set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to
	49	return all documents, monies, and things of value to the depositing party, upon which Closing
	50	Company will be relieved from any further duty, responsibility or liability in connection with these
	51	Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness
	52	signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy
_8 - 9-12.	CLOSI	NG INSTRUCTIONS Page 1 of 4
yer(s) In	itiale	Seller(s) Initials
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53	to Buyer's lender.
54	AA BETURN OF FARMERT MONEY F
55	10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if
56	the Earnest Money has not already been returned following receipt of a Notice to Terminate or other
57	written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by
58	the written mutual instructions. Such release of Earnest Money shall be made within five days of
59 60	Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
60 61	provided the Earnest Money check has cleared.
62	11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money
63	(notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options (1)
64	await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent
65	jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide
66	notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and
67	Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit)
68	within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
69	Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder
70	does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest
71	Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.
72	
73	12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions
74	must be in writing and signed by Buyer, Seller and Closing Company.
75	
76	13. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company
77	shall submit any required Change in Ownership form or registration of existing well form to the Division
78	of Water Resources in the Department of Natural Resources (Division), with as much information as is
79	available, and the Division shall be responsible for obtaining the necessary well registration information
80	directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
81	completes any required form.
82	*44 MATHEOLOGIA The leteral December and the October to December 5 December
83 84	14. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when
85	Seller is either of the following (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
86	inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
87	
88	15. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the
89	Colorado Real Estate Commission.)
90	n/a
91	
92	16. COUNTERPARTS. This document may be executed by each party, separately, and when
93	each party has executed a copy, such copies taken together shall be deemed to be a full and
94	complete contract between the parties.
95	
96	17. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies
97	of all signed documents that such brokers are required to maintain pursuant to the rules of the
98	Colorado Real Estate Commission.
99	
100	18 . NOTICE, DELIVERY, CHOICE OF LAW. 18.1 Physical Delivery. Except as provided in § 18.2, all notices must be in writing.
	Any notice or document to Buyer is effective when physically received by Buyer, any individual
	buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
	document to Seller shall be effective when physically received by Seller, any individual seller, any
	representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
	Closing Company shall be effective when physically received by Closing Company, any individual of
	Closing Company, or any representative of Closing Company.
107	18.2 Electronic Delivery. As an alternative to physical delivery, any signed document and
108	written notice may be delivered in electronic form by the following indicated methods only:

CL8-9-12. CLOSING INSTRUCTIONS

Page 2 of 4

Buyer(s) Initials	Seller(s) Initials
• • • —	, ,

		· ·	Internet L No Electronic Delivery	Documents with original
		original signatures shall be provide		
	111 112 h		This contract and all disputes arising her with the laws of the State of Colorado t	
		-	ontract in this state for property located	
	114	o o o o o o o o o o o o o o o o o o o	on a de la company results	
	115			
		Buyer:		Date:
	117		·	
	118	Address:		
	119	Address:		
	120	Phone No.:		
	121	Fax No.:		
	122	Electronic Address:		•
	123			
	124 F	Buyer:		Date:
	125			
		Address:		
		Address:		
		Phone No.:		
	_	Fax No.:		
		Electronic Address:		·
	131			
	132 S	coller Id 1 - F		Date:
	133	Robert Frank	Thomas of the same	
		Address:	·	
		Address:		
		Phone No.:		·
		Fax No.:	•	
		Electronic Address:		
	139			
		eller: Lessa G.	7.	Date:
	141	Missy Frank		
	142 /	Address:		•
	143 /	Address:		*
	144	Phone No.:		
	145 F	Fax No.:		
		Electronic Address:		
	147			
	148			
		losing Company: Colorado P	Professionals Title	
	150	.	714.	D-4
	151 E	Sy:	Title:	Date:
		Authorized Signature Address:		
	153 (nit		
		Phone No.:		
		Fax No.:		
		Electronic Address:		
	156 E	zieduronic Address:		
	158	(TO BE COMBI	ETED ONLY BY BROKER AND CLOSI	ING COMPANY
	159	(TO BE COMPL	LILD ONL! DI BROKER AND CLOSI	
	160	Alan J. Smith	(Broker) 🗆 Working with Sell	ler 🔲 Working with Buver
-9-12. CL	OSINO	G INSTRUCTIONS Page	3 of 4	· · · · · · · · · · · · · · · · · · ·
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Page 4 of 4		
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nith		
	Date: 1/9/2013	
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1 A 1	• 	
The Alan Smith Team		
Firm's Name: RE/MAX Professionals		
·		
: Broker is responsible for the accuracy of the above do		
ated above shall be subject to Broker's review and appr	proval and Broker	
alf of Broker, the indicated legal documents pursuant to		
of Sale		
1	e of Broker, the following legal documents:	Company as Broker's scrivener to complete, for a fee not to exceed \$ n/a se of Broker, the following legal documents: of Sale Colorado Real Estate Commission approved Promissory

RE/MAX Professionals

REMIX Professionals 8500 West Bowles Avenue Suite 100 Littleton, CO 80123 COLORADO'S MOST PERIODOUS REAL RESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team

Ph: 303.932.3306 Fax: 303.973,3439

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP 45-9-12)

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: 6871 S Prince Cir Littleton CO 80120

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 base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 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

- 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.
- 2. 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

- 3. 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

- 4. Buyer has read the Lead Warning Statement above and understands its contents.
- 5. Buyer has received copies of all information, including any records and reports listed by Seller above.
- 6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- 7. 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.
- 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

LP45-10-12. Lead-Based Paint Disclosure (Sales)

Page 1 of 2

Buyer(s) Initials	Seller(s) Initials

Lead-Based Paint Disclosure (Sales) Page 2	of 2
	·
2 255 acts Q2012 GTT Software Corp.	
(LP 45-9-12) LEAD PAINT BASE DISCLO	OSURE (SALES)
Selling Broker:	Date:
Broker:	Date: 1/9/2013
M/D. Albert	
Berg	
Real Estate Licensee (Listing)	
	rofessionals Smith Team
Linking Dunkanner Pinnsk Nov BEMANCO	
Wilsoy Frank	
	Date: // 8// 3
1 1 1 1	Date: 1/8//3
Seller: Robert Frank	Frank Date: 1-8-13
0110	7
Buyer:	Date:
Buyer:	Date:
	•
I certify that the statements I have made are acc	curate to the best of my knowledge.
	rledges receipt of the above Seller's Disclosure, has informed ensee's responsibility to ensure compliance.
Real Estate Licensee's Acknowledgment	
paint and/or lead-based paint hazards.	
☐ Waive the opportunity to conduct a risk	assessment or inspection for the presence of lead-based
Contract to Buy and Sell Real Estate;	
	Paint and/or lead-based paint hazards. Real Estate Licensee's Acknowledgment Each real estate licensee signing below acknow Seller of Seller's obligations and is aware of lice Certification of Accuracy I certify that the statements I have made are accurately Buyer: Seller: Robert Frank Seller: Missy Frank Listing Brokerage Firm's Name: RE/MAX P The Alan S Real Estate Licensee (Listing) Broker: Real Estate Licensee (Selling): Selling Broker: (LP 45-9-12) LEAD PAINT BASE DISCLE CTM eContracts - ©2012 CTM Software Corp.

RE/MAX Professionals

RE/UEX Professionals

8500 West Bowles Avenue Suite 100 Littleton, CO 80123

COLORADO'S MOST ARESTOCIOUS REAL ESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team

Ph: 303.932.3306 Fax: 303.973.3439

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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.

- Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
- 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.
- 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.

Seller: Robert Frank

Seller: Missy Frank

Property known as No. 6871 S Prince Cir Littleton CO 80120

Date: 1-8-13

Date: 1/8/13

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

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Seller(s) Initials:

LEAD-BASED PAINT OBLIGATIONS OF SELLER