

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**

Property Address: **6871 S Prince Cir Littleton CO 80120**

Seller: **Robert Frank and Missy Frank**

<b>A. STRUCTURAL CONDITIONS</b>						
Do any of the following conditions now exist or have they ever existed:		Yes	No	Do Not Know	N/A	Comments
1	Structural problems		✓			
2	Moisture and/or water problems		✓			
3	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		✓			
<b>B. ROOF</b>						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Roof problems					
2	Roof material: Age <b>2011</b>					
2	Roof material: Age					
3	Roof leak: Past		✓			
4	Roof leak: Present		✓			
5	Damage to roof: Past		✓			
6	Damage to roof: Present		✓			
7	Roof under warranty until Transferable	<b>P</b>	✓			
8	Roof work done while under current roof warranty		✓			
9	Skylight problems		✓			
10	Gutter or downspout problems		✓			
		IN WORKING CONDITION				
<b>C. APPLIANCES</b>		Yes	No	Do Not Know	Age If Known	N/A
Are the following now in working condition:						
1	Built-in vacuum system & accessories					✓
2	Clothes dryer					✓
3	Clothes washer					
4	Dishwasher					
5	Disposal <b>NEW</b>					
6	Freezer					
7	Gas grill					
8	Hood					
9	Microwave oven					
10	Oven					

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials **RF**

11	Range								
12	Refrigerator								
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased								
14	Satellite system or DSS dish: <input checked="" 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		
1	Security system: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased								
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input 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 Voltage Amps								
8	Telecommunications (T1, fiber, cable, satellite)								
9	Inside telephone wiring & blocks/jacks								
10	Ceiling fans								
11	Garage door opener								
12	Garage door control(s) # <u>3</u>								
13	Intercom/doorbell								
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		
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 Fuel <u>gas</u> Type Fuel								
11	Water heater: Number of Fuel type <u>gas</u> Capacity <u>50</u>								
12	Fireplace: Type Fuel								
13	Fireplace Insert								
14	Stove: Type Fuel <u>gas</u>								
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <u>1-20-10</u> <input 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		
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased								

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials PF



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

<b>K. ENVIRONMENTAL CONDITIONS</b>					
Do any of the following conditions now exist or have they ever existed:					
	Yes	No	Do Not Know	N/A	Comments
1		<input checked="" type="checkbox"/>			
2		<input checked="" type="checkbox"/>			
3		<input checked="" type="checkbox"/>			
4		<input checked="" type="checkbox"/>			
5	<input checked="" type="checkbox"/>				
6		<input checked="" type="checkbox"/>			
7		<input checked="" type="checkbox"/>			
8		<input checked="" type="checkbox"/>			
9		<input checked="" type="checkbox"/>			
10		<input checked="" type="checkbox"/>			
11		<input checked="" type="checkbox"/>			
12		<input checked="" type="checkbox"/>			
13		<input checked="" type="checkbox"/>			
14		<input checked="" type="checkbox"/>			
15	<input checked="" type="checkbox"/>				
16		<input checked="" type="checkbox"/>			

<b>L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY</b>					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1		<input checked="" type="checkbox"/>			
2		<input checked="" type="checkbox"/>			
3		<input checked="" type="checkbox"/>			

<b>M. OTHER DISCLOSURES — GENERAL</b>					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1		<input checked="" type="checkbox"/>			
2		<input checked="" type="checkbox"/>			
3		<input checked="" type="checkbox"/>			
4		<input checked="" type="checkbox"/>			
5		<input checked="" type="checkbox"/>			
6		<input checked="" type="checkbox"/>			

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials RF

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 A Frank Date: 1-8-13  
Robert Frank

Seller: Missy Frank Date: 1/8/13  
Missy Frank

**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: [Signature] Date: 1/

**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: **6871 S Prince Cir Littleton CO 80120**

**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 :**

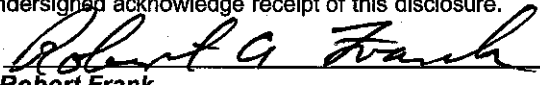
Listing Licensee  **is**  **is Not** providing information on square footage of the residence from another source(s) as indicated below:

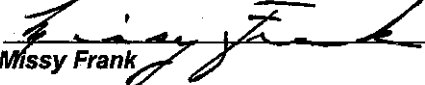
<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	n/a	n/a
<input type="checkbox"/> Building plans (Date of document)	n/a	n/a
<input checked="" type="checkbox"/> Assessor's office (Date of document)	01/09/2013	1346+628
<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: 1/9/2013  
**Alan J. Smith**

The undersigned acknowledge receipt of this disclosure.  
 Seller:  Date: 1-8-13  
**Robert Frank**

Seller:  Date: 1/8/13  
**Missy Frank**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

**SF 94-5-04 SQUARE FOOTAGE DISCLOSURE** CTM eContracts - ©2012 CTM Software Corp.

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: 1/9/2013

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

18  
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  
26 Address: \_\_\_\_\_  
27 Web Site: \_\_\_\_\_  
28 Phone No.: \_\_\_\_\_

29  
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]:  
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 Seller: Robert Frank Date: 1-8-13

39  
40  
41 Seller: Missy Frank Date: 1/8/13

42  
43  
44 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

45  
46  
47 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

48  
SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2012 CTM Software Corp.





53 to Buyer's lender.

54

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 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,  
60 provided the Earnest Money check has cleared.

61

62 **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  
63 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 interpleaded 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

83 **14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue  
84 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.  
86 Seller should  
87 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

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

101 **18.1 Physical Delivery.** Except as provided in § 18.2, all notices must be in writing.  
102 Any notice or document to Buyer is effective when physically received by Buyer, any individual  
103 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or  
104 document to Seller shall be effective when physically received by Seller, any individual seller, any  
105 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to  
106 Closing Company shall be effective when physically received by Closing Company, any individual of  
107 Closing Company, or any representative of Closing Company.

108 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and  
written notice may be delivered in electronic form by the following indicated methods only:

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

111 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed  
112 by and construed in accordance with the laws of the State of Colorado that would be applicable to  
113 Colorado residents who sign a contract in this state for property located in Colorado.

114

115

116 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

117

118 Address:

119 Address:

120 Phone No.:

121 Fax No.:

122 Electronic Address:

123

124 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

125

126 Address:

127 Address:

128 Phone No.:

129 Fax No.:

130 Electronic Address:

131

132 Seller: Robert A Frank Date: 1-8-13

133 **Robert Frank**

134 Address:

135 Address:

136 Phone No.:

137 Fax No.:

138 Electronic Address:

139

140 Seller: Missy A. Frank Date: 1/13/13

141 **Missy Frank**

142 Address:

143 Address:

144 Phone No.:

145 Fax No.:

146 Electronic Address:

147

148

149 **Closing Company:** Colorado Professionals Title

150

151 By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature

152 Address:

153 City:

154 Phone No.:

155 Fax No.:

156 Electronic Address:

157


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

159

160 Alan J. Smith (Broker)  Working with Seller  Working with Buyer

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

161 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ n/a  
162 at the sole expense of Broker, the following legal documents:  
163  
164  Deed  Bill of Sale  Colorado Real Estate Commission approved Promissory  
165 Note  Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees  
166 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions  
167 of the Contract.  
168  
169 The documents stated above shall be subject to Broker's review and approval and Broker  
170 acknowledges that Broker is responsible for the accuracy of the above documents.  
171  
172 Brokerage Broker Firm's Name: **RE/MAX Professionals**  
173 **The Alan Smith Team**  
174  
175

176   
Broker: \_\_\_\_\_ Date: 1/9/2013  
**Alan J. Smith**

177  
178 Closing Company: **Colorado Professionals Title**  
179  
180 By \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

181 \_\_\_\_\_  
182 **CL8-9-12. CLOSING INSTRUCTIONS**  
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Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

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**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

1. 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.
8. 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

and/or lead-based paint hazards, within the time limit and under the terms of § 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: \_\_\_\_\_

Seller: Robert A Frank Date: 1-8-13  
Robert Frank

Seller: Missy Frank Date: 1/8/13  
Missy Frank

**Listing Brokerage Firm's Name:** RE/MAX Professionals  
The Alan Smith Team

**Real Estate Licensee (Listing)**

Broker: [Signature] Date: 1/9/2013

**Real Estate Licensee (Selling):**

Selling Broker: \_\_\_\_\_ Date: \_\_\_\_\_

**(LP 45-9-12) LEAD PAINT BASE DISCLOSURE (SALES)**

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Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

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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.

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. **6871 S Prince Cir Littleton CO 80120**

Seller: Robert A Frank Date: 1-8-13  
Robert Frank

Seller: Missy Frank Date: 1/8/13  
Missy Frank

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

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Seller(s) Initials: \_\_\_\_\_