



**CBS1 Contract to Buy and Sell Real Estate (Residential)**  
**Adoption Date: August 5, 2025**  
**Mandatory Use Date: January 1, 2026**

# CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

## AGREEMENT

**Seller initials** \_\_\_\_\_

blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

**Electric Range Oven, Dishwasher, and Microwave**

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

**2.5.4. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of certain Inclusions.

**2.5.5. Inclusions – Encumbered.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under § 10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

**2.5.6. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.7. Parking and Storage Facilities.** The use or ownership of the following parking facilities: **Car Garage**; and the use or ownership of the following storage facilities: **N/A**.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

**2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under § 10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under § 10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If Buyer does not receive such approval this Contract terminates.

**2.6. Exclusions.** The following items are excluded (Exclusions):

**2.7. Water Rights/Well Rights.**

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient **N/A** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is N/A.

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

### 3. DATES, DEADLINES AND APPLICABILITY.

#### 3.1. Dates and Deadlines.

| Item No. | Reference | Event                                              | Date or Deadline     |
|----------|-----------|----------------------------------------------------|----------------------|
| 1        | § 3       | Time of Day Deadline                               |                      |
| 2        | § 4       | Alternative Earnest Money Deadline                 | <b>MEC + 5 Days</b>  |
|          |           | <b>Title</b>                                       |                      |
| 3        | § 8       | Record Title Deadline (and Tax Certificate)        | <b>MEC + 20 Days</b> |
| 4        | § 8       | Record Title Objection Deadline                    | <b>MEC + 25 Days</b> |
| 5        | § 8       | Off-Record Title Deadline                          | <b>MEC + 20 Days</b> |
| 6        | § 8       | Off-Record Title Objection Deadline                | <b>MEC + 25 Days</b> |
| 7        | § 8       | Title Resolution Deadline                          | <b>MEC + 30 Days</b> |
| 8        | § 8       | Third Party Right to Purchase/Approve Deadline     | <b>N/A</b>           |
|          |           | <b>Owners' Association</b>                         |                      |
| 9        | § 7       | Association Documents Deadline                     | <b>MEC + 30 Days</b> |
| 10       | § 7       | Association Documents Termination Deadline         | <b>MEC + 35 Days</b> |
|          |           | <b>Seller's Disclosures</b>                        |                      |
| 11       | § 10      | Seller's Property Disclosure Deadline              | <b>N/A</b>           |
| 12       | § 10      | Lead-Based Paint Disclosure Deadline               | <b>N/A</b>           |
|          |           | <b>Loan and Credit</b>                             |                      |
| 13       | § 5       | New Loan Application Deadline                      | <b>MEC + 10 Days</b> |
| 14       | § 5       | New Loan Terms Deadline                            |                      |
| 15       | § 5       | New Loan Availability Deadline                     |                      |
| 16       | § 5       | Buyer's Credit Information Deadline                |                      |
| 17       | § 5       | Disapproval of Buyer's Credit Information Deadline |                      |
| 18       | § 5       | Existing Loan Deadline                             |                      |
| 19       | § 5       | Existing Loan Termination Deadline                 |                      |
| 20       | § 5       | Loan Transfer Approval Deadline                    |                      |
| 21       | § 4       | Seller or Private Financing Deadline               |                      |
|          |           | <b>Appraisal</b>                                   |                      |
| 22       | § 6       | Appraisal Deadline                                 | <b>MEC + 1 Day</b>   |
| 23       | § 6       | Appraisal Objection Deadline                       | <b>MEC + 2 Days</b>  |
| 24       | § 6       | Appraisal Resolution Deadline                      | <b>MEC + 3 Days</b>  |

|    |      |                                             |                                   |
|----|------|---------------------------------------------|-----------------------------------|
|    |      | <b>Survey</b>                               |                                   |
| 25 | § 9  | New ILC or New Survey Deadline              | <b>MEC + 1 Day</b>                |
| 26 | § 9  | New ILC or New Survey Objection Deadline    | <b>MEC + 2 Days</b>               |
| 27 | § 9  | New ILC or New Survey Resolution Deadline   | <b>MEC + 3 Days</b>               |
|    |      | <b>Inspection and Due Diligence</b>         |                                   |
| 28 | § 2  | Water Rights Examination Deadline           | <b>N/A</b>                        |
| 29 | § 8  | Mineral Rights Examination Deadline         | <b>N/A</b>                        |
| 30 | § 10 | Inspection Termination Deadline             | <b>MEC + 2 Days</b>               |
| 31 | § 10 | Inspection Objection Deadline               | <b>MEC + 1 Day</b>                |
| 32 | § 10 | Inspection Resolution Deadline              | <b>MEC + 3 Days</b>               |
| 33 | § 10 | Property Insurance Termination Deadline     | <b>MEC + 1 Day</b>                |
| 34 | § 10 | Due Diligence Documents Delivery Deadline   |                                   |
| 35 | § 10 | Due Diligence Documents Objection Deadline  |                                   |
| 36 | § 10 | Due Diligence Documents Resolution Deadline |                                   |
| 37 | § 10 | Conditional Sale Deadline                   |                                   |
| 38 | § 10 | Lead-Based Paint Termination Deadline       | <b>N/A</b>                        |
|    |      | <b>Closing and Possession</b>               |                                   |
| 39 | § 12 | Closing Date                                | <b>CO + 10 Days</b>               |
| 40 | § 17 | Possession Date                             | <b>Upon Distribution of Funds</b> |
| 41 | § 17 | Possession Time                             | <b>Upon Distribution of Funds</b> |
| 42 | § 27 | <b>Acceptance Deadline Date</b>             |                                   |
| 43 | § 27 | <b>Acceptance Deadline Time</b>             |                                   |
|    |      |                                             |                                   |
|    |      |                                             |                                   |

123 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA**  
124 insured or **VA** guaranteed loans.

125 **3.2. Applicability of Terms.** If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the  
126 word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked  
127 in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”,  
128 such provision means that “None” applies. The abbreviation “MEC” (mutual execution of this Contract) means the date upon which  
129 both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

130 **3.3. Day; Computation of Period of Days; Deadlines.**

131 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States  
132 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.  
133 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end  
134 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**  
135 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

136 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the  
137 ending date is not specified, the first day is excluded and the last day is included.

138 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such  
139 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,  
140 the deadline will not be extended.

#### 141 **4. PURCHASE PRICE AND TERMS.**

142 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item               | Amount |  | Amount |  |
|----------|-----------|--------------------|--------|--|--------|--|
| 1        | § 4.1.    | Purchase Price     | \$     |  |        |  |
| 2        | § 4.3.    | Earnest Money      |        |  | \$     |  |
| 3        | § 4.5.    | New Loan           |        |  | \$     |  |
| 4        | § 4.6.    | Assumption Balance |        |  | \$     |  |
| 5        | § 4.7.    | Private Financing  |        |  | \$     |  |
| 6        | § 4.7.    | Seller Financing   |        |  | \$     |  |
| 7        |           |                    |        |  |        |  |
| 8        |           |                    |        |  |        |  |
| 9        | § 4.4.    | Cash at Closing    |        |  | \$     |  |
| 10       |           | <b>TOTAL</b>       | \$     |  | \$     |  |

- 143       **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ See Additional Provisions (Seller Concession).  
144       The Seller  
145       Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
146       and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller  
147       Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
148       other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
149       elsewhere in this Contract.
- 150       **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a Good Funds, will be  
151       payable to and held by LandTitle Guarantee Company (Earnest Money Holder), in its trust account, on behalf of  
152       both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an  
153       **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company  
154       conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have  
155       interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents,  
156       Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder  
157       in this transaction will be transferred to such fund.
- 158       **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
159       time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
- 160       **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled  
161       to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided  
162       in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,  
163       Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release  
164       form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23  
165       (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release  
166       form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money  
167       Release form), within three days of Buyer's receipt.
- 168       **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the  
169       Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller  
170       is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.
- 171       **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the  
172       Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer  
173       is in Default", § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.
- 174       **4.4. Form of Funds; Time of Payment; Available Funds.**
- 175       **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
176       and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's  
177       check, cashier's check, and real-time or instant payment (Good Funds).
- 178       **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at  
179       Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH  
180       NONPAYING PARTY WILL BE IN DEFAULT**.
- 181       **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have  
182       funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
- 183       **4.5. New Loan.**
- 184       **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,  
185       must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.
- 186       **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to



Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:

☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** \_\_\_\_\_.

If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ \_\_\_\_\_. However, this amount does not include any compensation to be paid to Buyer's brokerage firm.

**4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

**4.6. Assumption. OMITTED AS INAPPLICABLE.**

**4.7. Seller or Private Financing. OMITTED AS INAPPLICABLE.**

## TRANSACTION PROVISIONS

### 5. FINANCING CONDITIONS AND OBLIGATIONS.

**5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

#### **5.2. New Loan Terms; New Loan Availability.**

**5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

**5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

**5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

**5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

**5.5. Buyer Representation of Principal Residence.** Buyer represents that Buyer will occupy the Property as Buyer's

principal residence unless the following box is checked, then Buyer ☐ represents that Buyer will **NOT** occupy the Property as Buyer's principal residence.

## 6. APPRAISAL PROVISIONS.

**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

**6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;  
or

**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

**6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The purchaser (Buyer) shall have the privilege

and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.

**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting) beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

**7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**

**CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**7.3. Association Documents.** Association documents (Association Documents) consist of the following:

**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### **8.1. Evidence of Record Title.**

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance



company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

**8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

**8.4. Special Taxing and Metropolitan Districts.** ACTIONS BY A SPECIAL TAXING OR METROPOLITAN DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES, AND IMPOSE FEES, RATES, TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO RESIDENTS LIVING IN THE SPECIAL TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND METROPOLITAN DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH

DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: \_\_\_\_\_.

**8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

**8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**

TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

**8.8.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

**8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## 9. NEW ILC, NEW SURVEY.

**9.1. New ILC or New Survey.** If the box is checked, (1) ☒ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.** ☒ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ **Seller** ☐ **Buyer** or:

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and any party who requests from transaction will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

## 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

**10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, including Leased Items and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

**10.5. Insurability.** Buyer has the Right to Terminate under § 24.1. on or before **Property Insurance Termination Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

**10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

**10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

**10.6.1.6. Other Documents.** Other documents and information:



599 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due  
600 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective  
601 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:  
602 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is  
603 terminated; or  
604 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
605 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.  
606 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
607 by Seller on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a  
608 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**  
609 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
610 before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).  
611 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or  
612 before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review  
613 and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due  
614 to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence  
615 Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due  
616 Diligence Document.  
617 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
618 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has  
619 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
620 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not  
621 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this  
622 provision.  
623 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☒ **Does** ☐ **Does Not**  
624 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
625 the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.  
626 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
627 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
628 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**  
629 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**  
630 **10.10. Lead-Based Paint.**  
631 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings  
632 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate  
633 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**  
634 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely  
635 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of  
636 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.  
637 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the  
638 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's  
639 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may  
640 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint  
641 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition  
642 of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.  
643 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a  
644 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties  
645 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within  
646 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.  
647 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,  
648 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was  
649 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further  
650 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever  
651 been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written  
652 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property  
653 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State



Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

**10.13. Radon Disclosure.** THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. § 25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT “RADON AND REAL ESTATE TRANSACTIONS IN COLORADO” IS AVAILABLE AT: [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://cdphe.colorado.gov/radon-and-real-estate).

**11. TENANT ESTOPPEL STATEMENTS.** [Intentionally Deleted]

## CLOSING PROVISIONS

**12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

**12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

**12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

**12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by

[Aspen Homes of Colorado - See Additional Provisions](#)

**12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller’s obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

**13. TRANSFER OF TITLE.** Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative’s deed ☐ \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed “subject to statutory exceptions” as defined in § 38-30-113(5)(a), C.R.S.

**14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not, and previous years’ taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

**15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

**15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer’s loan specified in § 4.5.3. (Loan Limitations) prohibits

Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller

☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** \_\_\_\_\_.

**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☒ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ N/A.

**15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☒ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ N/A.

**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ \_\_\_\_\_ for:

☐ Water District/Municipality ☐ Water Stock  
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ \_\_\_\_\_  
and must be paid at Closing by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

**15.9. FIRPTA and Colorado Withholding.**

**15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

**15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

## 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

**16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

**16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** \_\_\_\_\_.

**16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

**16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_.

**16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments

for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☒ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and \_\_\_\_\_. Association Assessments are subject to change as provided in the Governing Documents.

**17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy agreement, such agreement will control Possession Date and Possession Time.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **100.00** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

## GENERAL PROVISIONS

**18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

**18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

**18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded

in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

**21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

**22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute not resolved, the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

**23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.



870 **24. TERMINATION.**

871 **24.1. Right to Terminate.** If a party has a right to terminate as provided in this Contract (Right to Terminate), the  
872 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
873 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
874 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
875 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified  
876 in the Contract is ineffective and does not terminate this Contract.

877 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely  
878 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

879 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified  
880 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining  
881 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms  
882 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or  
883 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.  
884 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

885 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

886 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in  
887 § 26.2. and § 26.3. and is effective when physically received by such party, any individual named in this Contract to receive  
888 documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery  
889 after Closing must be received by the party, not Broker or Brokerage Firm).

890 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or  
891 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
892 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not  
893 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

894 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the  
895 recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents,  
896 or (3) facsimile at the facsimile number (Fax No.) of the recipient.

897 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
898 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
899 located in Colorado.

900 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
901 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before  
902 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and  
903 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such  
904 copies taken together are deemed to be a full and complete contract between the parties.

905 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited  
906 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**  
907 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**  
908 **Diligence and Source of Water.**

909 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as  
910 follows:

911 ☒ **29.1.** **3.0** % of the Purchase Price or \$ \_\_\_\_\_ by Seller. Buyer's brokerage firm is an intended third party  
912 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is  
913 paying on behalf of Buyer elsewhere in this Contract.

914 ☐ **29.2.** \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_ by Buyer pursuant to a separate agreement between Buyer and  
915 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

916 ☐ **29.3.** \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_ by a separate agreement between Buyer's brokerage firm and  
917 Seller's brokerage firm.

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|----------------------------------------------|
| <b>ADDITIONAL PROVISIONS AND ATTACHMENTS</b> |
|----------------------------------------------|

919 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the Colorado Real  
920 Estate Commission:

921 1

- 2 1. MEC is defined as Mutually Executed Contract.
- 2 2. CO is defined as Certificate of Occupancy issued by the governing municipality.
- 3 3. Dennis K. Schick is a sellers agent unless representing both parties. Otherwise, a Change of Status shall be executed and he will become a Transaction Broker.
- 3 4. Builder Addendum and Included Features are part of this contract.
- 1 5. At the Buyers sole discretion, if they choose to obtain permanent loan financing through one of the Seller's preferred lenders, then Buyer shall receive credit in the amount of \$5,000 (\$3,500 by the Seller, and \$1,500 by the preferred lender) to be used for any lender approved closing costs, prepaid expenses, options and/or upgrades.
- 1 6. Closing location shall be either at Land Title Guarantee Company, 345 E 27th St, Loveland, CO 80538 or RE/MAX Alliance - Fort Collins South Office 4703-A Boardwalk Dr, Fort Collins, CO 80525.

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931 **31. OTHER DOCUMENTS.**

932 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

933 ☐ **31.1.1. Post-Closing Occupancy Agreement** . If the box is checked, the Post-Closing Occupancy

934 Agreement is a part of this Contract.

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939 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

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**SIGNATURES**

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**\*\* REQUIRED \*\***

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*\* REQUIRED \*\***

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**\*\* REQUIRED \*\***

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*\* REQUIRED \*\***

945 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: **Aspen Homes of Colorado, Inc. a Colorado Corporation**

\_\_\_\_\_  
Seller's Signature **Jammie A. Sabin or Robert C. Sabin** Date

Address: 3037 N. Taft Ave.  
Loveland, CO 80538  
Phone No.: 970-461-9696  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

**A. Broker Working with Buyer**

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, 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 will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in § 29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: \_\_\_\_\_  
Brokerage Firm's License #: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_  
Broker's License #: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature: \_\_\_\_\_ Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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**B. Broker Working with Seller**

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, 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 will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.



Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other**\_\_\_\_\_.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: RE/MAX Alliance-FTC South  
Brokerage Firm's License #: EC40018724  
Broker's Name: Dennis Schick  
Broker's License #: EA.040040924

\_\_\_\_\_  
Broker's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Address: 4703-A Boardwalk Dr.  
Fort Collins, CO 80525  
Phone No.: (970) 226-3990  
Fax No.: \_\_\_\_\_  
Email Address: dschick001@outlook.com

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## Builder Addendum

To the Contract to Buy and Sell Real Estate

Dated \_\_\_\_\_ between Aspen Homes of Colorado, Inc. as Seller and  
\_\_\_\_\_ as Buyer(s)

The following shall be provisions under paragraph 30. Additional Provisions of the above referenced Contract. Any reference to paragraph or section numbers shall be those of the Contract, unless otherwise explained or stated. If any provision conflicts with or is inconsistent with a paragraph or section of the Contract, the provisions herein shall prevail and control. The duplicity of paragraph and/or subparagraph alphabet or numeric sequencing shall not have any effect on the obligations or rights set forth.

a. Home Construction: The purchase price includes the construction of the residential home by Seller and as priced on the attached "Sales Contract Addendum" price list. The home is to be constructed in accordance with plans and specifications of the Home reviewed and initialed or signed by Seller and Buyer (Plans). Buyer shall have right to request plan modifications and to choose colors of carpet, tile, hard surfaces and appliances within Sellers allowances if the Buyer elects options exceeding \$6,000 the Seller will collect for the additional options as a nonrefundable payment, this payment will be held by Aspen Homes of Colorado and will be used to fund the construction of these options. Seller reserves the right to approve all selections. If Buyer selects items which Seller determines to be unavailable due to reasons beyond Sellers control, Seller shall have the right to replace said material, in Sellers subjective discretion, with like kind or better material.

The standard features for this neighborhood may include landscaping/fencing, and if not some customers may elect to add it as an option. Landscaping/fencing/exterior painting installation is seasonal and weather dependent. If landscaping/fencing/exterior painting is unable to be installed as of the date of closing, builder will present Buyer with a certificate and the work will be completed when the season and weather and scheduling allows. Buyer will be notified in advance of work schedule. Buyer agrees to allow the builder and subcontractors on the property after closing for installation.

b. Underlying Contract for Purchase: Seller is purchasing the Property (lot) under a contract with the Developer of the property. This contract is subject to the conveyance of the property from Developer to Seller. Seller, at its sole option, may convey the property to Buyer or cause it to be conveyed to Buyer by its present Owner/Developer.

c. Loan Application: Buyer must furnish to Seller, within 5 business days of this offer, an acceptable pre-qualification letter from Buyers Lender stating Buyers credit report has been pulled and Lender believes Buyers financial information qualifies Buyer for permanent loan financing. If acceptable pre-qualification letter is not received Seller, at Sellers sole discretion, shall have the option to terminate this contract or extend the time

Buyer Initials \_\_\_\_\_  
Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_



for receiving prequalification letter. Any extensions must be granted in writing as an amendment to this contract.

d. Permanent Financing: Sellers preferred lenders are:

Joan Woodruff-Owens – Home Mortgage Alliance  
970-481-4795  
[joanwo@homemortgagealliance.com](mailto:joanwo@homemortgagealliance.com)

Mandy Mulligan – M<sup>2</sup> Home Loans LLC  
970-980-4213  
[mandy@m2homeloans.com](mailto:mandy@m2homeloans.com)

At the Buyers sole discretion, if they choose to obtain permanent loan financing through one of the Sellers preferred lenders then Buyer shall receive a credit in the amount of \$1500 to \$5000 (\$3500 by the Seller and up to \$1500 by the preferred lender depending on loan product) to be used for any *lender approved* closing costs, prepaid expenses, options and/or upgrades. Buyer is hereby disclosing to the Seller the Buyers permanent financing shall be provided by\_\_\_\_\_.

e. Appraisal: Buyers agree to instruct their lender to order an appraisal immediately after Buyers sign off on the final plans and specifications. **Appraisal shall be completed based on plans and specifications no later than Appraisal Date.** Upon completion of construction of the Buyers home, appraiser shall verify home has been completed as per original plans and specifications noted in appraisal.

f. Cancellation Clause: In Sellers sole subjective discretion, if Buyers and Seller cannot come to resolution in a reasonable period of time on the specifications, building plans, option pricing and/or selections, Seller has the right to return Buyers earnest money and any additional monies paid by Buyer, along with 5% interest on the earnest money, and terminate this contract at any time and all parties shall be relieved of all further obligation.

g. Completion of Home and Walk-Through: Seller will exercise reasonable efforts to complete construction of Home no later than 180 days after the issuance of the building permit, subject to delays due to weather, shortage of supplies or materials, subcontractor's delays or other matters or events beyond the control of the Seller. Buyer and Seller shall do an informational walk-through of the home at framing and again prior to closing, only the Buyers listed on the contract and the realtor shall be at the walk-throughs plus one (if necessary) preapproved by the seller individual. If the Buyer elects to have a professional home inspector inspect the home the Buyer must notify the Seller with at least 21 days notice or inspection will have to be after closing. The terms and conditions of this contract shall not merge with the execution of the deed, but shall survive the closing of this contract. Closing of the contract and Buyers permanent loan financing shall be within 10 calendar days of issuance of certificate of occupancy (CO) granted by the city. If Buyer does not close on the contract within 10 calendar days of issuance of the CO, Seller shall have all of the Specific Performance remedies. Lender

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Seller Initials \_\_\_\_\_



will pay the \$100/day fee to the Seller if they cannot preform and close on the set closing date.

h. Model Home: Sellers model homes are for demonstration and display purposes only. They have been built as an example of what a home constructed by the Seller will look like finished and equipped, but is not an exact duplicate of the home Seller will construct for Buyer. The construction of the Buyers home shall be in accordance with the plans Buyers will review with Seller and sign off on at construction meeting. If there are any variations between the Models and the Buyers individual plans that the Buyers shall approve, the home shall be built in accordance with the plans.

i. Buyer Inspection, Investigation and Non-Reliance: Buyer has either conducted independent investigations and inspections of the matters represented or warranted by Seller or Listing Agent or has had the opportunity to investigate and inspect and has either sought or had the opportunity to seek outside advice of others, including lawyers, engineers, accountants, lenders and other professionals or trade persons, in deciding to enter into this contract and has not relied solely upon the representation of Seller and Listing Agent.

j. Soils Report, Soils Publication, Buyer's Tests and Termination: Because the property is vacant land and the Buyer's will be granted two "walk throughs" of the constructed Home the provisions of paragraph 10.1 through 10.4 are not applicable and are waived by the Buyers. Buyer acknowledge receipt of (1) Geotechnical Engineering Report (Soils Report) for said Subdivision and (2) Special Publication 43 A Guide to Swelling Soils for Colorado Home Buyers and Home Owners, issued by the Colorado Geological Survey Department of Natural Resources, Second Edition, revised and updated 2007 (Soils Publication).

The Soils Report, Excavation Report, and Soils Publication are given to the Buyers in accordance with provision CRS 6-6.5-101 as it may apply to the sale of the Property from Seller to Buyers. The Soils report discloses and summarizes the types of soil of the Property found during the soils sampling. The Excavation Report discloses what soils were found in the excavation portion of the Property where the foundation will be constructed. The Soils Report and the Excavation Report contain the Geological Engineer's recommendations, if any, regarding construction of the Buyers Home on the Property. Seller agrees to follow the recommendations regarding the construction of Buyer's Home as stated in the Soils Report and the Excavation Report. If the Soils Report and/or Excavation report discloses and/or recognizes significant potential for expansive soils on the site, the Soils Publication discusses and discloses to the buyer problems associated with soils, the building methods to address the soil problems during construction and suggestions for care and maintenance to address such problems.

At the Buyers expense, Buyers may have soils tests conducted on the Property, and any other inspections and investigations of the Property (Buyers Soils Tests) to be completed no later than the Off-Record Matters Objection Deadline under paragraph 2.3, item 19, subparagraph 8.2 (Buyers Soils Test Deadline), and Buyers shall furnish Seller with copies of any such soils tests, investigations and inspections. If the Soils Report, Excavation Report, or Buyers Soils Test disclose expansive, contractive or other unstable

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Buyer Initials \_\_\_\_\_



soils conditions contained in the Property, Buyer or Seller shall have the right to terminate this Contract by delivering written notice to other Party thereof no later than prior to Buyer signing on final Building Plans. By signing on the final Building Plans, Buyers accept the Property and authorizes construction of Buyers Home thereon and, except for any warranty agreed to herein, waives any claims against Seller for any damages that may arise from the construction of the Home on expansive, contractive, or other unstable soils constructed by Seller in accordance with the recommendations of said reports.

k. Seller Right to Cure or Correct Construction or Design Defects: In the event

Buyers claim any construction or construction design defects and/or damages arising from design or construction of the Home or claim any damages to the Home due to expansive, contractive, or other unstable soils conditions of the Property, Buyers shall give the Seller written notice thereof and Seller shall have a reasonable period of time to enter the Property and the Home, upon prior verbal notice to the Buyers, to inspect and investigate the claimed damage. If Seller determines that corrective measures are needed, Seller shall have a reasonable period of time to perform those corrective measures or cures to any construction, design, or soils related problems that the Seller deems necessary. Such curing or corrective measures shall be done at Sellers cost. The notice and Sellers right to cure or correct contained in this paragraph shall not be in lieu of any laws providing for the same, but shall be in addition to any such laws and is for the purpose of resolving claims more effectively and cooperatively.

l. Radon Notice and Disclaimer: The Colorado Department of Health and the U.S. Environmental Protection Agency have detected elevated levels of naturally occurring radon gas in certain residential structures throughout Colorado. These agencies have expressed concern that prolonged exposure to high levels of radon gas may result in adverse effects on human health. The Buyers Home will have a passive radon mitigation system installed during construction; however, the Seller has made no investigation to determine whether there is radon or other environmental pollutants affecting the residence. The Seller has made no analysis or verification of the extent of the environmental health hazard, if any, that may affect the residence. Buyer acknowledges that Seller has made no representation or warranty as to the presence or lack of radon or hazardous environmental conditions or as to the effect of radon on any such condition at the residence. Buyer, to the extent permitted by law, waives all express or implied warranties concerning the presence or absence of radon or other environmental pollutants within the residence or the soils beneath or adjacent to the residence prior to, on, or after closing. Buyer, his successors and assigns, hereby release the Seller from any and all liability claims with respect to radon gas. The provisions of this paragraph shall survive the closing.

m. Arbitration and Jurisdiction: Any and all claims, disputes, controversies by or between the Buyers and the Seller regarding the Sellers Warranty, as contained in Sellers Warranty Manual delivered separately to Buyers, to the subject Property or to the Home constructed thereon, to any defect in the Home or to the Real Property, or the sale

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

Buyer Initials \_\_\_\_\_





of the Home by the Builder, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution, or performance of any contract, including this arbitration agreement, and the breach of any alleged good faith and fair dealing, shall be settled by binding arbitration. Agreeing to arbitration means the Buyer is waiving his and/or her rights to a trial jury. In the event of a dispute between the Buyers and the Seller, the venue for any proceedings shall be brought in Larimer County, Colorado and shall be conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules in effect at the same time of the date of the Contract to which this Addendum is attached and further pursuant to its applicable rules, procedures, protocols and similar matters in effect at the time of the Date of the Contract.

Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

This arbitration agreement shall be deemed to be self-executing. Any disputes concerning the interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppels or laches, shall be decided by the arbitrator. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interest of justice.

The Parties expressly agree that Seller's Warranty and this arbitration agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et sec.) now in effect and as the same may be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceedings shall be conducted, the latter rules shall govern the conduct of the proceedings.

If any provision of this arbitration agreement shall be determined by the arbitrator or by any courts to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable there from and enforceable according to their terms.

n. Municipality and Architectural Control Approval: This contract is expressly conditional upon Seller receiving approval from City/Town and the architectural control committee for the Subdivision for said floor plan and elevation to be built on said lot.

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# Included Features

## Wilson Commons

### Single Family Detached Homes

Donatello St. & Degas Dr.

#### HIGHLIGHTED FEATURES

- Navien tankless water heater - 96% efficient condensing unit
- Air conditioning - Seer 14
- Full tile backsplash in kitchen
- Stainless steel Samsung appliances (elec. range, dishwasher, and microwave)
- Smart phone compatible thermostat

#### ENERGY EFFICIENT

- Guaranteed heating bills
- 95% Efficient furnace w/ECM blower with advanced sealing package
- Independently tested & verified HERS Energy rating
- 0v4 Engineered advanced framing w/ insulated sheathing creating a super-tight exterior wall
- Energy Star rated, Low-E, dual pane windows (Gerkin)
- R-49 blown-in cellulose attic insulation
- R-23 blown-in fiberglass exterior wall insulation
- R-19 insulated foundation (conditioned crawlspace or basement, lot specific)
- 12'x12' composite deck (lot specific)
- Extensive air sealing package
- Energy Star rated low sone 50 CFM bath fans
- ACTIVE radon mitigation system (with fan)

#### DURABLE

- Duration Storm **Class 4** roof
- Engineered floor systems with I-joists for quiet performance
- Engineered structural framing plans
- 150 amp electrical service
- Weather resistant barrier
- Site specific engineered foundation system with drainage system (damp proofing, perimeter drain, and sump pit/pump)

#### GOURMET KITCHENS

- Granite or quartz counters in kitchen, primary bath, guest bath (Series 1)
- Delta or Peerless plumbing fixture package
- 30" tall upper cabinets straight with crown molding
- Icemaker line for refrigerator
- Badger 5 1/3 HP garbage disposal

#### DISTINCTIVE FEATURES

- 9' Main floor walls
- Built-in niche in primary shower
- Knockdown finish walls and ceilings throughout
- Recycled/recyclable carpet (Series 1)
- Painted trim & doors
- Two-color interior paint: trim package and walls/ceiling (Sherwin Williams)
- Brushed nickel or bronze lighting
- Semi-frameless shower glass surround in primary bathroom
- Pedestal sink at powder bath (per plan)
- Kwikset door knobs
- PEX plumbing
- 1 OR 2 Garage door openers (per plan)
- Structured wiring: 1 TV RG6 cable per bedroom & living room and 1 Cat5e phone
- Carbon monoxide detectors
- Home orientation prior to completion
- One year new home warranty

#### EXTERIOR HIGHLIGHTS

- Front yard landscaping installed & maintained by HOA
- Concrete fiber cement siding (excluding trim)
- Fiberglass insulated entry door
- 2 Exterior outlets
- 2 Exterior hose bibs
- Insulated garage door

**Dennis Schick**

Remax Alliance

4703 A Boardwalk Drive  
Fort Collins, CO 80525

(O) 970.226.3990

(C) 970.567.3942

dschick001@outlook.com

07/10/2025

ASPEN HOMES  
OF COLORADO, INC.

Buyer Initials

Buyer Initials

Seller Initials







**RE/MAX**  
**ALLIANCE**

RE/MAX Alliance  
4703A Boardwalk Drive  
Fort Collins, CO 80525  
Phone: (970) 226-3990 Fax: (970) 225-0118

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

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

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

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

**1. 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. \_\_\_\_\_ **Loveland** **CO** **80538** .  
Street Address City State Zip

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

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

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

☒ **2.2** The Water Provider for the Property can be contacted at:  
Name: **City of Loveland**  
Address: \_\_\_\_\_  
Web Site: \_\_\_\_\_  
Phone No.: **970-962-3000**

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

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

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

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

---

Seller *Robert C Sabin or Jammie Sabin*

Date

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

DATE: \_\_\_\_\_ FROM: Alliance Real Estate Services LLC, dba RE/MAX Alliance  
TO: \_\_\_\_\_  
PROPERTY: \_\_\_\_\_

This is to give you notice that the Ownership of Alliance Real Estate Services LLC, dba RE/MAX Alliance has a business relationship with those Providers described in this Notice. Because of this relationship, this referral may provide the Owner of Alliance Real Estate Services LLC dba RE/MAX Alliance a financial or other benefit. Set forth below are the names of the Service Providers and is the estimated charge or range of charges for the services listed. You are NOT required to use the listed providers as a condition of:

- The settlement of your loan on or for the purchase of your property or any refinance of that property.
- Insurance for your property

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES**

The rates quoted by these Companies may not be the lowest available and are subject to change.

### **SERVICE PROVIDERS**

- **Home Mortgage Advisors, LLC (“HMA”):** HMA is 50% owned by Mortgage Group Partners, LLC, and 50% owned by CMG Financial Services, Inc. A subset of the owners of Alliance Real Estate Services LLC, dba RE/MAX Alliance own 100% of Mortgage Group Partners, LLC. HMA provides a full range of residential mortgage loan products and services.
  - **Loan Origination Fees: 0%-3% of the loan amount**
- **Evertree Insurance Services Mountain States, LLC:** A subset of the owners of Alliance Real Estate Services LLC dba RE/MAX Alliance has a less than 1% interest in this entity. It provides Homeowners Insurance and other insurance products including Life, Auto, Flood, and Health.

Rates will depend on location of the property and the actual coverage requested by the insured. HMA and Evertree Insurance Services are located at 5440 Ward Road, Arvada, CO 80002.

**ACKNOWLEDGMENT:** I/we have read this disclosure form and understand that the Ownership of Alliance Real Estate Services LLC, dba RE/MAX Alliance is referring me/us to purchase the above-described services and may receive a financial or other benefit as the result of this referral.

|                            |               |                            |               |
|----------------------------|---------------|----------------------------|---------------|
| _____<br>Seller/Buyer Name | _____<br>Date | _____<br>Seller/Buyer Name | _____<br>Date |
| _____<br>Seller/Buyer Name | _____<br>Date | _____<br>Seller/Buyer Name | _____<br>Date |

**BROKER PRESENTATION ACKNOWLEDGMENT:** As attested by the Broker’s signature below, on \_\_\_\_\_ (date), Broker provided the Seller and/or Buyer with a copy of this Affiliated Business Arrangement Disclosure.

☐ SELLER has declined to sign the Affiliated Business Arrangement Disclosure.    ☐ BUYER has declined to sign the Affiliated Business Arrangement Disclosure.

Broker \_\_\_\_\_



## WIRE FRAUD DISCLOSURE