



THE GROUP INC.
Real Estate

Leaders in Real Estate



Harmony Office
2803 E. Harmony Road
Fort Collins, CO 80528
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Centerra Office in Loveland
5401 Stone Creek Circle
Loveland, CO 80538
970.613.0700



THE GROUP INC.
Real Estate

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CITY MAP | STREET GUIDE



THE **GROUP** INC.
Real Estate

Leaders in Real Estate

Fort Collins | Loveland
Estes Park | Berthoud | Windsor

7. REDEMPTION CERTIFICATE FOR UNPAID TAXES:

- A. No written payoff statement is required. Payoff is received verbally from the County Treasurer.
- B. Redemption Certificate is recorded by Treasurer after payoff is received.

8. FURNISH TITLE COMPANY EVIDENCE THAT ALL ASSESSMENTS FOR COMMON EXPENSES DUE UNDER RECORDED DECLARATION HAVE BEEN PAID:

- A. A written statement from the Homeowner's Association and/or management company providing the current status of the association dues.
- B. Some associations require a transfer fee be paid in advance before releasing a statement to the Title Company. (Title Company will not advance the fee.)

9. RECORD DISMISSAL OF ACTION REGARDING NOTICE OF LIS PENDENS:

- A. This requirement generally means there is litigation pending which can affect the property.
- B. If payment is required to release, a written payoff statement must be furnished by the attorney for the plaintiff.
- C. Dismissal of Action is issued by the Court generally within 30 days after payment.
- D. Certain situations require a Quitclaim Deed releasing subject property from the litigation.
- E. DUE TO THE COMPLEXITY OF THIS TYPE OF TITLE ENCUMBRANCE IT IS VITAL THAT CLOSE COMMUNICATION BE MAINTAINED WITH THE CLOSER AND/OR TITLE OFFICER.

10. RECORD CERTIFICATE OF SATISFACTION OF JUDGMENT:

- A. A written payoff statement is required from the creditor and/or attorney.
- B. Satisfaction of Judgment will be issued within 30 days after closing.
- C. If Judgment has been previously paid the original Certificate of Satisfaction must be furnished at closing.
- D. If Judgment is not the same person (common name) an Affidavit and Statement of Information (provided by Title Company) must be provided prior to closing.
- E. If determined that the Judgment is against parties other than the buyer or seller, the requirement will be deleted from commitment.

11. RECORD CORRECTIVE DEED:

- A. This indicates that a previous deed in the chain of title was incorrect.
- B. The title commitment will always state the name of the problem with the previous deed.
- C. Often difficult to clear up; previous owners must be found.

12. DEATH OF AN OWNER WHEN HOLDING TITLE AS JOINT TENANT:

- A. Record a certified copy of death certificate.
- B. If name appears differently on the death certificate than how title was held, a supplemental affidavit must be provided to Title Company. (Form provided by Title Company.) Affidavit cannot be executed by anyone holding an interest in property.
- C. Title Company must be furnished evidence that Federal Estate Tax Laws have been complied with. A letter from the attorney handling the estate can provide the necessary information.

13. DEATH OF AN OWNER WHEN HOLDING TITLE AS TENANT-IN-COMMON:

- A. Record certified copy of death certificate.
- B. Need supplemental affidavit, as above.
- C. Need letter regarding Federal Estate Tax, as above.
- D. Need Letters of Appointment. (Document from the Probate Court appointing the Personal Representative to handle the estate of the deceased.)
- E. A Personal Representative Deed will replace the General Warranty Deed at closing. Title Company cannot prepare this document; must be done by an attorney.
- F. When owners held title as tenants-in-common and one party is deceased, there will be two deeds at closing:
 - 1. Personal Representative Deed for the deceased,
 - 2. General Warranty Deed for the surviving seller.
- G. If both owners are deceased, there will be two Personal Representative Deeds, one for each estate.

ALL ITEMS INCLUDED IN THIS HANDOUT ARE VERY BASIC AS TO WHAT IS NEEDED FOR CERTAIN TITLE REQUIREMENTS. PLEASE KEEP IN MIND THAT THESE ARE SUBJECT TO CHANGE AND THE GROUP GUARANTEED TITLE COMPANY MAY REQUIRE ADDITIONAL DOCUMENTATION.

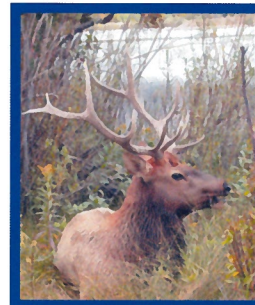
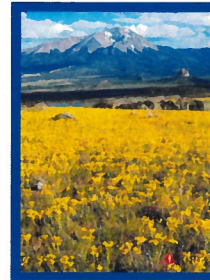
CLOSING REQUIREMENTS

Many items are needed to complete the closing process which are not addressed in the title commitment.

1. All funds due at closing must be in the form of a cashier's check, certified check, or wire transfer.
2. All powers-of-attorney must be approved by Title Company prior to closing.
3. Buyers and sellers must provide identification with a picture at closing.
4. To facilitate compliance with IRS rules, we require that seller's mailing address and social security number be furnished prior to closing.

FOR ADDITIONAL PROTECTION ALWAYS SPECIFY:

- OWNER'S EXTENDED COVERAGE
(Basic Rate + varies by county)
- PROVIDES
 - Mechanics' Lien Protection
 - Survey Coverage
 - Owner's Inflation Coverage
 - "Gap" Protection
 - Covenant and Restriction Protection



UNDERSTANDING TITLE INSURANCE



THE GROUP GUARANTEED TITLE, LLLP

Corporate Office:
5401 Stone Creek Circle, Suite 204
Loveland, CO 80638
Office: 970-613-4364
Fax: 970-613-4365

THE GROUP GUARANTEED TITLE, LLLP

A Commitment for Title Insurance is issued at the beginning of the process of buying, selling or refinancing real estate. Its purpose is to report the status of the title and the conditions under which the company will issue a policy once the transaction has closed. The commitment also lists requirements to be complied with before a policy can be issued, as well as specific exceptions from coverage.

The commitment contains three sections. Schedule A contains information about the policy, the property and the parties involved. Schedule B-1 sets out matters which must be furnished or addressed at or prior to the closing. Schedule B-2 lists matters which the policy does not cover.

COMMITMENT FOR TITLE INSURANCE

Order Number TG06-1000S

		(A)	SCHEDULE A		
1. Commitment date:	Amount of Insurance			Premium	
2. Policy or policies to be issued:					
(A) Owner's Policy-Proposed insured:	(C) \$200,000			(D) \$972.00	
JOE BUYER & MARY BUYER		(B)			
(B) Loan Policy - Proposed Insured:	(F) \$150,000			(G) \$100.00	
MORTGAGE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS		(E)			
	Tax Statement Fee			\$30.00	
	Form 130/OEC			\$50.00	
	Form 100	(H)		\$40.00	
	Form 8.1			<u>\$40.00</u>	
	TOTAL ENDORSEMENTS:			\$130.00	

3. The estate or interest in the land described or referred to in this commitment and covered herein is:

FEE SIMPLE

4. Fee Simple interest in the land described in this Commitment is vested, at the Effective Date, in:

ROBERT SELLER & SUSAN SELLER

5. The land referred to in this commitment is described as follows:

LOT 2, BLOCK 5, HILLCREST SUBDIVISION, FILING NO.4, COUNTY OF ANYCOUNTY, STATE OF COLORADO.

Purported Street Address: 1234 Sunny House Lane

- A = Effective date of title search
- B = Purchaser of subject property (legal documents will be prepared as shown)
- C = Sales Price
- D = Cost of Owner's Title Policy
- E = Purchaser's new lender
- F = Amount of new loan
- G = Cost of Loan Policy
- H = Cost of Endorsements
- I = Present Owners/Seller
- J = Legal Description

Note: Check carefully for complete information and correct spelling since the closing documents will be prepared as shown here. Last minute changes can delay the closing.

SCHEDULE B - SECTION 1 Requirements

(A) Pay the agreed amounts for the interest in the land and or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) Release of the Deed of Trust from sellers to Public Trustee of Anycounty County for the benefit of First Mortgage Corporation to secure on indebtedness in the principal sum of \$100,000.00, and any other amounts and/or obligations secured thereby, dated September 1, 1988 and recorded September 5, 1988 in Book 815 at Page 537 as shown by the public records.

(E) Certificate of Satisfaction by Clerk of County Court, County of Anycounty, of judgment in favor of ABC Credit Corporation, against John Smith in the amount of \$7,345.00, plus court costs, entered on March 30, 1989 in Civil Action No. 3V12980, Transcript of which was recorded January 8, 1989 as Reception No. 001348197, or evidence satisfactory to the Company that the debtor shown in this judgment is not the same person as the seller who is currently in title.

(F) Evidence satisfactory to the Company, that all assessments for common expenses due under the Declaration of Covenants are paid through the date of closing.

(G) Warranty deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.

(H) Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the Proposed Insured.

(I) Execution of the Company's lien affidavit by the Purchaser(s) and Seller(s). In the event the lien affidavit discloses the existence of new construction on the property within the past 13 months or plans for the commencement of new construction, additional requirements may be made or Standard Exception No. 4 will not be deleted from the ALTA Loan Policy or ALTA Owner's Extended Coverage Policy.

(J) Payment of all taxes and assessments now due and payable.

SCHEDULE B - SECTION 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by laws and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents, or an act authorizing the issuance thereof; water rights, claims or title to water.
7. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Declaration, recorded June 1, 1982 in Book 2593 at Page 146.
10. Easements for utilities, sewer purposes, drainage and other purposes as shown on the map of said subdivision and/or as reserved and/or as granted by various instruments or record, which affect only the common area.

Items 1 through 5 are general exceptions from coverage and will be deleted from the policy with the issuance of owner's extended coverage.

Items 6 and beyond are specific to this property which the policy does not cover.

Many requirements are met in the normal course of the closing. Others need to be addressed immediately so that the closing is not delayed. An explanation of the most common title requirements follows.

Understanding Title Requirements

These are the most common requirements shown on Schedule B-1

1. RELEASE OF DEED OF TRUST (PRIVATE PARTY):

A. A written payoff statement must be provided to the Title Company from the beneficiary. NOTE: Title Company cannot calculate the payoff figures for them.

B. The following MUST be at the closing - NO EXCEPTIONS:

1. Release of Deed of Trust executed by all Beneficiaries and properly notarized.
2. Original Promissory Note - marked "Paid In Full."
3. Recorded original Deed of Trust or certified copy.

C. If original Note is lost, a lost instrument bond must be provided. The price for a bond can vary from \$10.00 to \$40.00 per thousand.

D. If beneficiary cannot attend closing, Title Company can mark the original note "Paid In Full" with proper written authorization from beneficiary. (The Release of Trust Deed cannot be signed by Title Company.)

E. If an attorney-in-fact is signing, the Power of Attorney must be approved by the Title Company.

F. Death of one or all beneficiaries, the following is needed:

1. Copy of death certificate (if survivor holds title as Joint Tenant).
2. Copy of death certificate AND Letters of Appointment (if beneficiary held, title as Tenants in Common). Personal Representative will execute release documents for the estate of the deceased.

2. RELEASE OF DEED OF TRUST (INSTITUTIONAL LENDER):

A. Written payoff statement is required at closing. Title Company will order statement if provided with loan number and address of lender.

B. Release documents need not be at closing; Title Company will follow up after closing to obtain release.

3. RELEASE OF STATEMENT OF LIEN:

A. This type of lien is commonly filed by a Homeowner's Association for unpaid dues.

B. A written payoff statement from the lien holder or their attorney must be at closing.

C. Release documents will be obtained after closing.

4. RELEASE OF FEDERAL TAX LIEN:

A. Title Company will need social security #(s) to order payoff.

B. Written payoff statement OR discharge of lien is required at closing.

C. IRS will forward a release after closing.

5. RELEASE OF MECHANICS' LIEN:

A. Title Company must have written payoff statement from the contractor.

B. Payoff check is exchanged at closing for original executed Release of Lien.

6. RECORD PARTIAL RELEASE OF DEED OF TRUST:

A. This indicates that the Deed of Trust encumbers more than one legal description, commonly seen when a developer has encumbered an entire subdivision: The lender will release each lot as it sells.

B. Written payoff statement is required referencing the lot being paid off.

C. Release documents are recorded by lender directly with Title Company or Recorder's Office.

D. If Deed of Trust is being released without payment, the following documents are required at closing:

1. Executed Release.
2. Original Live Note and Deed of Trust.*

* Live Note -The note remains in full force and is not marked "Paid In Full"; Therefore, the lender will continue to collect on the debt but it will not be secured by the property.

From a lender will require additional coverages not included in the standard lender policy and will require endorsements that provide additional coverage. The price for these endorsements is filed with the Division of Insurance and may be a flat fee or a percentage of the basic title insurance premium, depending upon the risk involved in issuing the endorsement. These fees are traditionally paid by the borrower because their lender is requiring them.

Some of the more frequently requested endorsements are:

- **Owners Extended Coverage (OEC)** - (Owner Coverage) - provides for mechanic's lien protection, survey protection, covenant and restriction protection, inflation protection, and "Gap" protection.
- **Form 100** (Lender Coverage) - provides comprehensive coverage insuring against violation of covenants, encroachments of the main dwelling, and the priority of the loan being affected by association liens.
- **Form 140.1/8.1** (Lender Coverage) - insures that no environmental liens have been filed with either the County Clerk and Recorder or with the U.S. District Court.
- **Form 100.29** (Lender or Owner Coverage) - insures against damage to the existing improvements resulting from a previous owner exercising their right to remove minerals from the surface.
- **Form 115.1** (Lender Coverage) - insures that association liens will not affect the priority of the loan and assures that condominium requirements are met.
- **Form 115.2** (Lender Coverage) - insures that association liens will not affect the priority of the loan and assures that Planned Unit Development requirements are met.
- **Form 110.7** (Lender Coverage) - insures priority of the loan due to an interest rate change on a variable rate mortgage.
- **Form 110.8** (Lender Coverage) - insures priority of the loan due to an interest rate change and additional principal resulting from a negative amortization on a variable rate mortgage.

Other, less frequently requested endorsements include:

- **Form 100.11** (Lender or Owner Coverage) - insures against enforcement of a right of reverter for violation of a liquor restriction.
- **Form 100.12** (Lender or Owner Coverage) - insures against any reverter, right of re-entry or right of termination for breach of covenants, conditions and restrictions.
- **Form 100.13** (Lender Coverage) - insures that maintenance or upkeep assessment liens will not affect the priority of the loan.
- **Form 100.30** (Lender Coverage) - insures against damage to existing or future improvements resulting from the exercise or use of right to use the surface for mineral development.
- **Form 100.31** (Owner Coverage) - insures against damage to existing or future improvements resulting from the exercise or use of right to use the surface for mineral development.

- **Form 101.1** (Lender or Owner Coverage) - insures against enforcement or attempted enforcement of a recorded mechanic's lien.
- **Form 103.1** (Lender or Owner Coverage) - insures against the exercise of the right of use or maintenance of an easement.
- **Form 103.2** (Lender or Owner Coverage) - insures against loss resulting from the removal of encroaching improvements onto adjoining lands.
- **Form 103.3** (Lender or Owner Coverage) - insures against loss resulting from the removal of encroaching improvements onto an easement.
- **Form 103.7** (Lender or Owner Coverage) - insures that the insured land abuts upon a physically open street.
- **Form 107.2** (Owner Coverage) - increases the liability amount of the policy.
- **Form 107.9** (Lender Coverage) - adds an additional named insured.
- **Form 108.8** (Lender Coverage) - insures an additional advance made under the insured mortgage.
- **Form 110.1** (Lender or Owner Coverage) - deletes one or more printed exceptions.
- **Form 110.2** (Lender or Owner Coverage) - insures against the enforcement of a specific exception.
- **Form 110.4** (Lender Coverage) - insures the validity of a modification of the insured mortgage.
- **Form 110.9** (Lender Coverage) - insures priority of the loan due to an interest rate change and additional principal resulting from a negative amortization on a variable rate mortgage.
- **Form 110.10** (Lender Coverage) - insures against loss or priority of the lien due to an interest rate change or conversion to a fixed interest rate on a variable rate mortgage.
- **Form 111** (Lender Coverage) - insures against loss by reason of the execution of a partial release of the insured mortgage.
- **Form 116** (Lender Coverage) - insures type of improvements located on land
- **Form 116IMP** (Lender Coverage) - insures that the improvements are located on the insured land.
- **Form 116.1** (Lender or Owner Coverage) - insures that insured land is the same as that delineated on a specific survey.
- **Form 116.4** (Lender or Owner Coverage) - insures that insured parcels are contiguous.
- **Form 122.2** (Lender Coverage) - insures against loss of priority of the lien because of future advances on a revolving credit loan agreement secured by the insured mortgage.

Additional Colorado Endorsements and ALTA Endorsements are not included in this list because they are rarely utilized for residential coverage.

Guide to Settlement Costs and Basic Colorado Endorsements



THE GROUP
GUARANTEED TITLE, LLLP

Corporate Office:
5401 Stone Creek Circle, Suite 204
Loveland, CO 80638

**Settlement and escrow services
provided by: The Group
Guaranteed Title
(970) 613-4364**

CONVENTIONAL LOAN CLOSING COSTS

Seller's Costs

- Loan Payoff (per existing lender's payoff letter)
- Owner's Title Insurance (see your rate card)
- Release of Deed of Trust
- Outstanding taxes
- Prorated taxes for current year
- Commissions (per contract)
- Real Estate Closing Fee
- Discount Points (per contract)
- Overnight courier fee for loan payoff
- Water and sewer adjustments
- Homeowner Association Fees

Buyer's Cost

- Mortgage Title Insurance
- Endorsements that lender may require
- Recordings
- Documentary Fee
- First Full Year Premium for Hazard Insurance
- Escrows for taxes and insurance
- Loan Origination Fee
- Survey or ILC ((Improvement Location Certificate)
- Flood Certification
- Credit Report
- Appraisal Fee
- Prepaid interest on new loan
- Lender Realty Tax Service Fee
- Underwriting/Processing/Administration Fee
- Lender Document Preparation Fee
- Miscellaneous Loan Fees from new lender
- Tax Certificate
- Real Estate Closing Fee
- Loan Closing Fee
- Private Mortgage Insurance Premium
- Final Inspections
- Discount Points (per contract)
- Water and sewer adjustments
- Courier fee(s) for loan package(s)
- Homeowner Association Fees

All costs are negotiable but must be stated in the contract.

FHA LOAN CLOSING COSTS

Seller's Costs

- Loan Payoff (per existing lender's payoff letter)
- Owner's Title Insurance (see your rate card)
- Release of Deed of Trust
- Outstanding taxes
- Prorated taxes for current year
- Commissions (per contract)
- Real Estate Closing Fee
- Overnight courier fee for loan payoff
- Water and sewer adjustments
- Lender Realty Tax Service Fee
- Record Assignment of Deed of Trust
- Homeowner Association Fees

Buyer's Costs

- Lender Document Prep Fee (if lender prepares docs)
- Discount Points (per contract)
- Tax Certificate
- Underwriting/Processing/Administration Fee
- Mortgage Title Insurance
- Endorsements that lender may require
- Recordings
- Documentary Fee
- First Full Year Premium for Hazard Insurance
- Escrows for taxes and insurance
- Loan Origination Fee
- Survey or ILC (Improvement Location Certificate)
- Flood Certification
- Credit Report
- Appraisal Fee
- Prepaid interest on new loan
- Real Estate Closing Fee
- Loan Closing Fee
- Lender Document Prep Fee (if other than lender)
- FHA Mortgage Insurance Premium
- Mortgage Insurance Reserve
- Final Inspections
- Discount Points (per contract)
- Water and sewer adjustments
- Courier fee(s) for loan package(s)
- Homeowner Association Fees

Seller can pay up to 6% of sales price for closing costs and pre-paids.

VA LOAN CLOSING COSTS

Seller's Costs

- Loan Payoff (per existing lender's payoff letter)
- Owner's Title Insurance (see your rate card)
- Release of Deed of Trust
- Outstanding taxes
- Prorated taxes for current year
- Commissions (per contract)
- Lender Document Preparation Fee
- Underwriting/Processing/Administration Fee
- Loan Closing Fee
- Real Estate Closing Fee
- Discount Points (per contract)
- Final Inspections
- Overnight courier fee for loan payoff
- Water and sewer adjustments
- Lender Realty Tax Service Fee
- Record Assignment of Deed of Trust
- Overnight courier fee for loan package
- VA Funding Fee (if stated in contract)
- Homeowner Association Fees

Buyer's Costs

- Mortgage Title Insurance
- Endorsements that lender may require
- Recordings
- Documentary Fee
- Tax Certificate
- First Full Year Premium for Hazard Insurance
- Escrows for taxes and insurance
- Loan Origination Fee
- Survey or ILC (Improvement Location Certificate)
- Flood Certification
- Credit Report
- Appraisal Fee
- Prepaid interest on new loan
- VA Funding Fee
- Discount Points (per contract)
- Water and sewer adjustments
- Homeowner Association Fees

Seller can pay all closing costs and pre-paids for Buyer if stated in sales contract (this may include VA Funding Fee). Not to exceed 4% of the sales price or value of home.

BUNDLED REFINANCE RATE

For Larimer and Weld Counties only.
The bundled rate includes all applicable lender endorsements and a tax certificate.

Up to \$100,000	\$490
Thereafter, up to \$150,000	\$540
Thereafter, up to \$200,000	\$590
Thereafter, up to \$300,000	\$690
Thereafter, up to \$400,000	\$790
Thereafter, up to \$500,000	\$990
Thereafter, up to \$750,000	\$1,040
Thereafter, up to \$1,000,000	\$1,290
Thereafter, up to \$1,500,000	\$1,790
Thereafter, up to \$2,000,000	\$2,390
Thereafter, up to \$3,000,000	\$3,590

RESIDENTIAL CONCURRENT BUNDLED LOAN RATES

The rate includes applicable endorsements and the tax certificate.

Up to \$100,000	\$300
Thereafter, up to \$200,000	\$350
Thereafter, up to \$300,000	\$400
Thereafter, up to \$750,000	\$450
Thereafter, up to \$1,000,000	\$500
Over \$1,000,000	Contact office.

SETTLEMENT SERVICES/COSTS

Residential Closing Fee	\$190
Commercial Closing Fee	\$300
Bundled Closing Fee*	\$300
Loan Closing Fee	\$190
Equity Loan Closing Fee	\$150
Simultaneous 2nd Closing Fee	\$150
FSBO Closing Fee	\$300
Builder Closing Fee	\$100
Vacant Land Fee	\$100
Disbursements Only	\$150
Courtesy Closing	\$150
Courier	\$20
Wire Fee	\$10
Email Doc Fee	\$25
Cashiers Check	\$10
Releases	Cost
Tax Certificate	\$30
E-recording	\$25-\$50
Owner's Extended Coverage	\$50

**Includes lender's loan closing, courier fees, wire fees, tax certificate fee, cashier's check fee, lender document retrieval fee, and e-recording fee.*

5 YEAR OWNER'S SHORT TERM RATE

50% of the basic rate computed at the dollar amount of the policy to be issued., if there is evidence of insurance in the past 5 years. Additional liability to be calculated at the basic scheduled rates.

5 YEAR REFINANCE RATE

50% of the basic rate computed at the dollar amount of the policy to be issued., if there is evidence of insurance in the past 5 years. Additional liability to be calculated at the basic scheduled rates. Refinance Bundled Rates available Please call for quote.

THE GROUP

GUARANTEED TITLE, LLLP

SCHEDULE OF BASIC RATES FOR LARIMER AND WELD COUNTIES

Title Examiner

Emily DeVille

970-613-4364

edeville@thegrouptitle.com

Order via E-Mail:

tggtorders@thegrouptitle.com

O&E Requests:

o&e@thegrouptitle.com

Corporate Offices:

5401 Stone Creek Circle, Suite 204

Loveland, CO 80538

970-613-4364

SERVING ALL COLORADO COUNTIES

Rates Effective February 10, 2010.

Based on rates filed by our Underwriter:

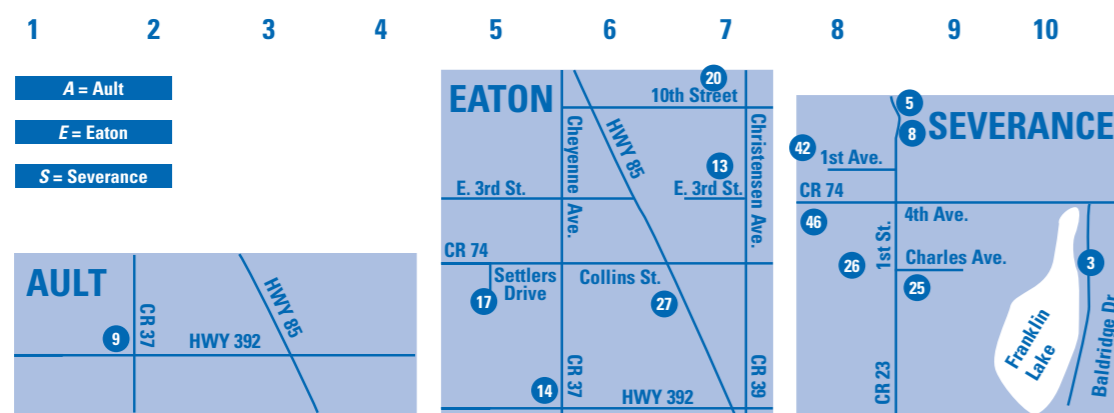
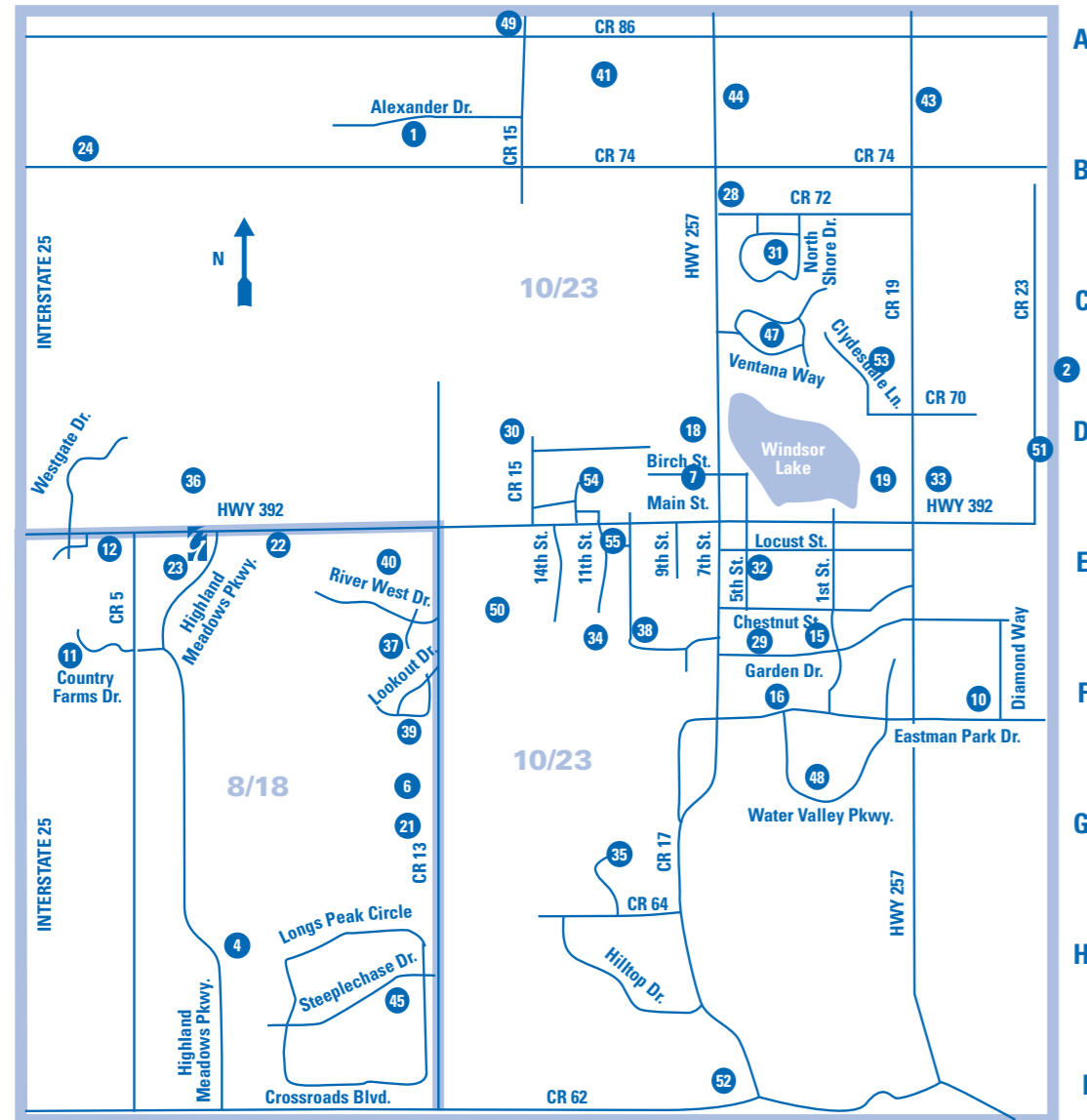
Stewart Title Guaranty Company

BASIC RATE SCHEDULE

<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>	<u>Amount</u>	<u>Rate</u>
\$0 - \$5,000	\$490	\$200,001-\$205,000	\$899	\$400,001-\$405,000	\$1,269	\$600,001-\$605,000	\$1,634	\$800,001-\$805,000	\$1,994
\$5,001 - \$10,000	\$500	\$205,001-\$210,000	\$909	\$405,001-\$410,000	\$1,279	\$605,001-\$610,000	\$1,643	\$805,001-\$810,000	\$2,003
\$10,001-\$15,000	\$510	\$210,001-\$215,000	\$918	\$410,001-\$415,000	\$1,288	\$610,001-\$615,000	\$1,652	\$810,001-\$815,000	\$2,012
\$15,001-\$20,000	\$520	\$215,001-\$220,000	\$927	\$415,001-\$420,000	\$1,297	\$615,001-\$620,000	\$1,661	\$815,001-\$820,000	\$2,021
\$20,001-\$25,000	\$530	\$220,001-\$225,000	\$936	\$420,001-\$425,000	\$1,306	\$620,001-\$625,000	\$1,670	\$820,001-\$825,000	\$2,030
\$25,001-\$30,000	\$550	\$225,001-\$230,000	\$946	\$425,001-\$430,000	\$1,316	\$625,001-\$630,000	\$1,679	\$825,001-\$830,000	\$2,039
\$30,001-\$35,000	\$560	\$230,001-\$235,000	\$955	\$430,001-\$435,000	\$1,325	\$630,001-\$635,000	\$1,688	\$830,001-\$835,000	\$2,048
\$35,001-\$40,000	\$570	\$235,001-\$240,000	\$964	\$435,001-\$440,000	\$1,334	\$635,001-\$640,000	\$1,697	\$835,001-\$840,000	\$2,057
\$40,001-\$45,000	\$580	\$240,001-\$245,000	\$973	\$440,001-\$445,000	\$1,343	\$640,001-\$645,000	\$1,706	\$840,001-\$845,000	\$2,066
\$45,001-\$50,000	\$590	\$245,001-\$250,000	\$983	\$445,001-\$450,000	\$1,353	\$645,001-\$650,000	\$1,715	\$845,001-\$850,000	\$2,075
\$50,001-\$55,000	\$610	\$250,001-\$255,000	\$992	\$450,001-\$455,000	\$1,362	\$650,001-\$655,000	\$1,724	\$850,001-\$855,000	\$2,084
\$55,001-\$60,000	\$620	\$255,001-\$260,000	\$1,001	\$455,001-\$460,000	\$1,371	\$655,001-\$660,000	\$1,733	\$855,001-\$860,000	\$2,093
\$60,001-\$65,000	\$630	\$260,001-\$265,000	\$1,010	\$460,001-\$465,000	\$1,380	\$660,001-\$665,000	\$1,742	\$860,001-\$865,000	\$2,102
\$65,001-\$70,000	\$640	\$265,001-\$270,000	\$1,020	\$465,001-\$470,000	\$1,390	\$665,001-\$670,000	\$1,751	\$865,001-\$870,000	\$2,111
\$70,001-\$75,000	\$650	\$270,001-\$275,000	\$1,029	\$470,001-\$475,000	\$1,399	\$670,001-\$675,000	\$1,760	\$870,001-\$875,000	\$2,120
\$75,001-\$80,000	\$665	\$275,001-\$280,000	\$1,038	\$475,001-\$480,000	\$1,408	\$675,001-\$680,000	\$1,769	\$875,001-\$880,000	\$2,129
\$80,001-\$85,000	\$675	\$280,001-\$285,000	\$1,047	\$480,001-\$485,000	\$1,417	\$680,001-\$685,000	\$1,778	\$880,001-\$885,000	\$2,138
\$85,001-\$90,000	\$685	\$285,001-\$290,000	\$1,057	\$485,001-\$490,000	\$1,427	\$685,001-\$690,000	\$1,787	\$885,001-\$890,000	\$2,147
\$90,001-\$95,000	\$695	\$290,001-\$295,000	\$1,066	\$490,001-\$495,000	\$1,436	\$690,001-\$695,000	\$1,796	\$890,001-\$895,000	\$2,156
\$95,001-\$100,000	\$705	\$295,001-\$300,000	\$1,075	\$495,001-\$500,000	\$1,445	\$695,001-\$700,000	\$1,805	\$895,001-\$900,000	\$2,165
\$100,001-\$105,000	\$714	\$300,001-\$305,000	\$1,084	\$500,001-\$505,000	\$1,454	\$700,001-\$705,000	\$1,814	\$900,001-\$905,000	\$2,174
\$105,001-\$110,000	\$724	\$305,001-\$310,000	\$1,094	\$505,001-\$510,000	\$1,463	\$705,001-\$710,000	\$1,823	\$905,001-\$910,000	\$2,183
\$110,001-\$115,000	\$733	\$310,001-\$315,000	\$1,103	\$510,001-\$515,000	\$1,472	\$710,001-\$715,000	\$1,832	\$910,001-\$915,000	\$2,192
\$115,001-\$120,000	\$742	\$315,001-\$320,000	\$1,112	\$515,001-\$520,000	\$1,481	\$715,001-\$720,000	\$1,841	\$915,001-\$920,000	\$2,201
\$120,001-\$125,000	\$751	\$320,001-\$325,000	\$1,121	\$520,001-\$525,000	\$1,490	\$720,001-\$725,000	\$1,850	\$920,001-\$925,000	\$2,210
\$125,001-\$130,000	\$761	\$325,001-\$330,000	\$1,131	\$525,001-\$530,000	\$1,499	\$725,001-\$730,000	\$1,859	\$925,001-\$930,000	\$2,219
\$130,001-\$135,000	\$770	\$330,001-\$335,000	\$1,140	\$530,001-\$535,000	\$1,508	\$730,001-\$735,000	\$1,868	\$930,001-\$935,000	\$2,228
\$135,001-\$140,000	\$779	\$335,001-\$340,000	\$1,149	\$535,001-\$540,000	\$1,517	\$735,001-\$740,000	\$1,877	\$935,001-\$940,000	\$2,237
\$140,001-\$145,000	\$788	\$340,001-\$345,000	\$1,158	\$540,001-\$545,000	\$1,526	\$740,001-\$745,000	\$1,886	\$940,001-\$945,000	\$2,246
\$145,001-\$150,000	\$798	\$345,001-\$350,000	\$1,168	\$545,001-\$550,000	\$1,535	\$745,001-\$750,000	\$1,895	\$945,001-\$950,000	\$2,255
\$150,001-\$155,000	\$807	\$350,001-\$355,000	\$1,177	\$550,001-\$555,000	\$1,544	\$750,001-\$755,000	\$1,904	\$950,001-\$955,000	\$2,264
\$155,001-\$160,000	\$816	\$355,001-\$360,000	\$1,186	\$555,001-\$560,000	\$1,553	\$755,001-\$760,000	\$1,913	\$955,001-\$960,000	\$2,273
\$160,001-\$165,000	\$825	\$360,001-\$365,000	\$1,195	\$560,001-\$565,000	\$1,562	\$760,001-\$765,000	\$1,922	\$960,001-\$965,000	\$2,282
\$165,001-\$170,000	\$835	\$365,001-\$370,000	\$1,205	\$565,001-\$570,000	\$1,571	\$765,001-\$770,000	\$1,931	\$965,001-\$970,000	\$2,291
\$170,001-\$175,000	\$844	\$370,001-\$375,000	\$1,214	\$570,001-\$575,000	\$1,580	\$770,001-\$775,000	\$1,940	\$970,001-\$975,000	\$2,300
\$175,001-\$180,000	\$853	\$375,001-\$380,000	\$1,223	\$575,001-\$580,000	\$1,589	\$775,001-\$780,000	\$1,949	\$975,001-\$980,000	\$2,309
\$180,001-\$185,000	\$862	\$380,001-\$385,000	\$1,232	\$580,001-\$585,000	\$1,598	\$780,001-\$785,000	\$1,958	\$980,001-\$985,000	\$2,318
\$185,001-\$190,000	\$872	\$385,001-\$390,000	\$1,242	\$585,001-\$590,000	\$1,607	\$785,001-\$790,000	\$1,967	\$985,001-\$990,000	\$2,327
\$190,001-\$195,000	\$881	\$390,001-\$395,000	\$1,251	\$590,001-\$595,000	\$1,616	\$790,001-\$795,000	\$1,976	\$990,001-\$995,000	\$2,336
\$195,001-\$200,000	\$890	\$395,001-\$400,000	\$1,260	\$595,001-\$600,000	\$1,625	\$795,001-\$800,000	\$1,985	\$995,001-\$1,000,000	\$2,345

Windsor

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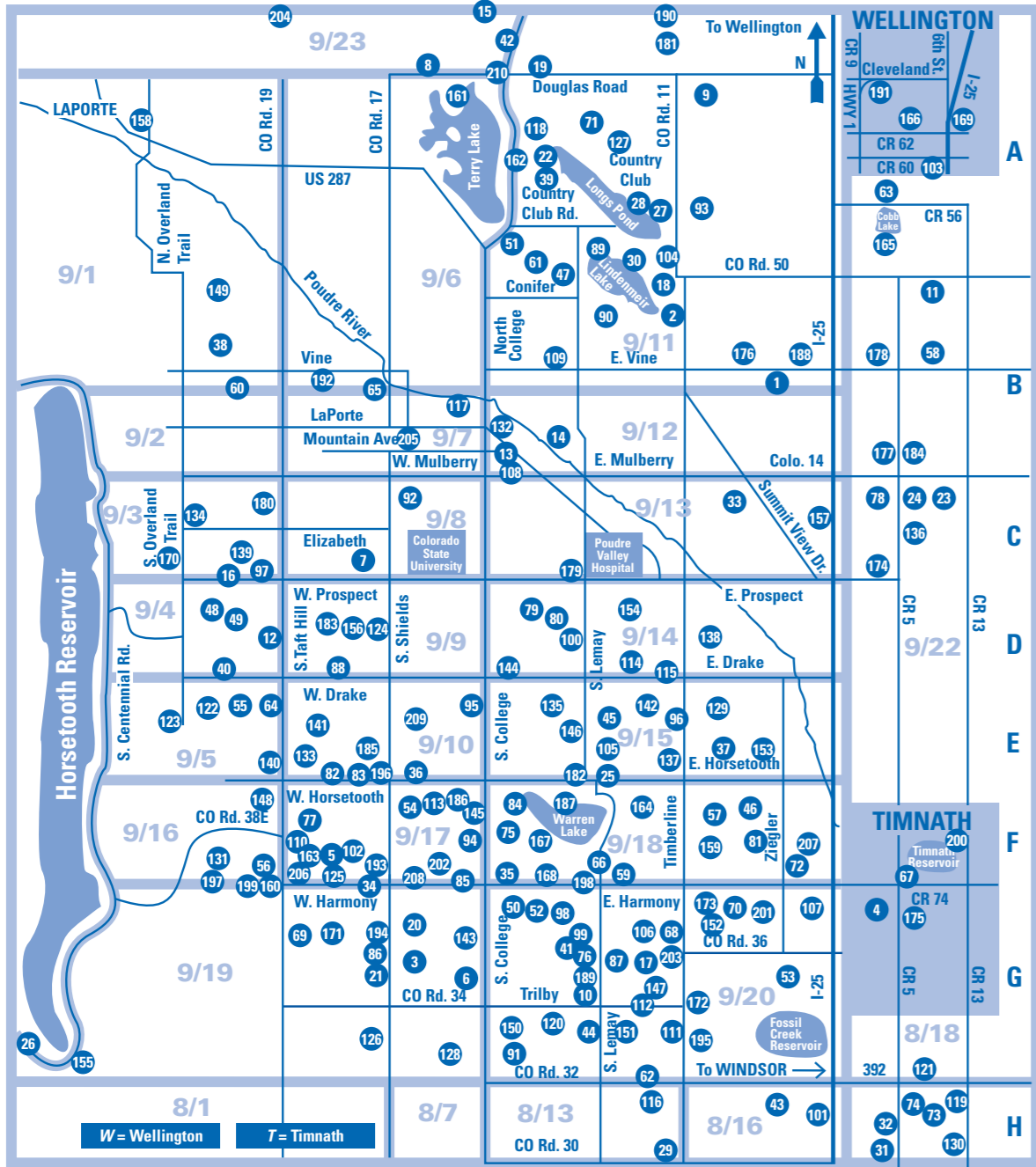


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Northern Colorado Neighborhood Locator Maps

Fort Collins

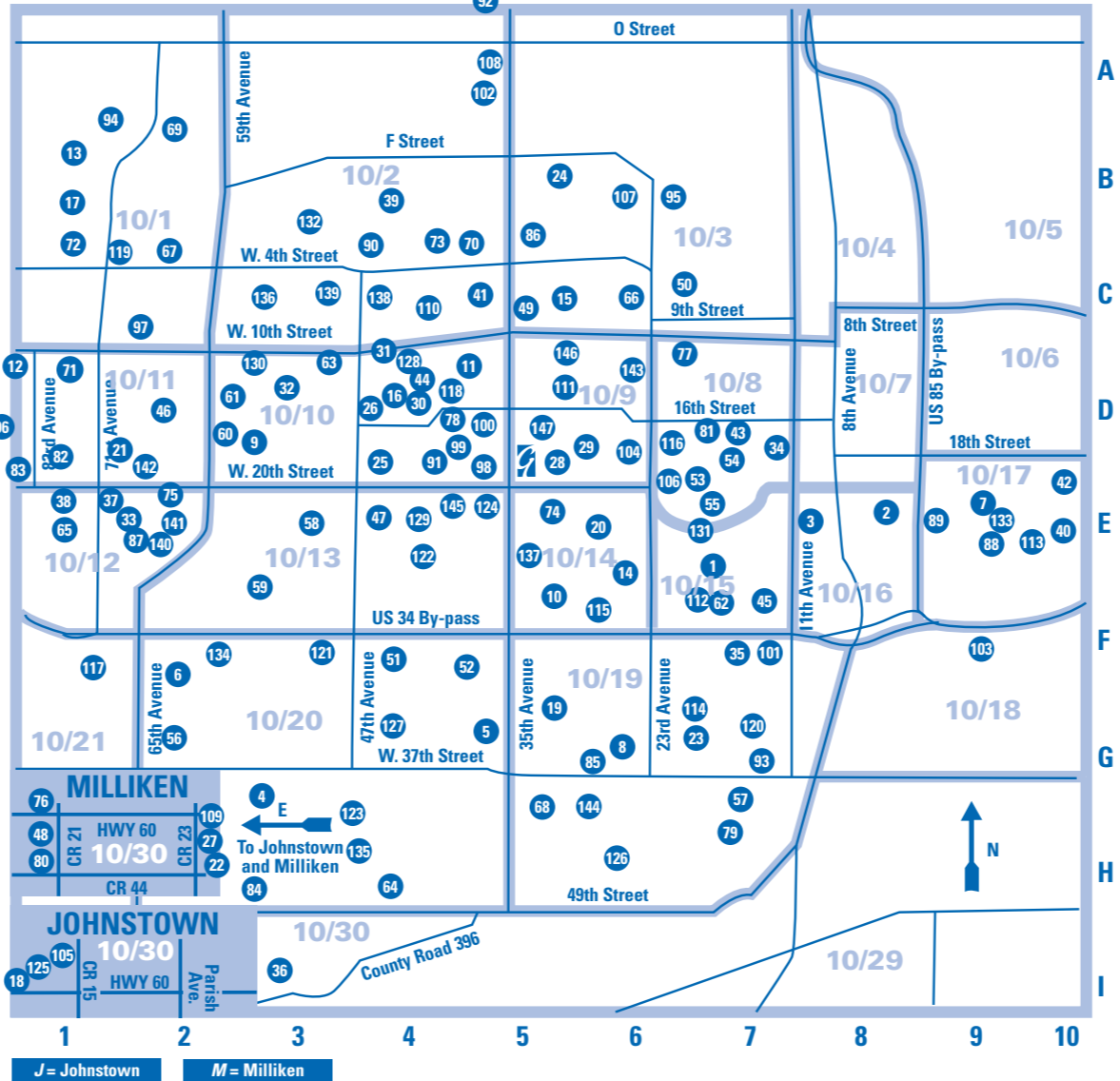
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Greeley

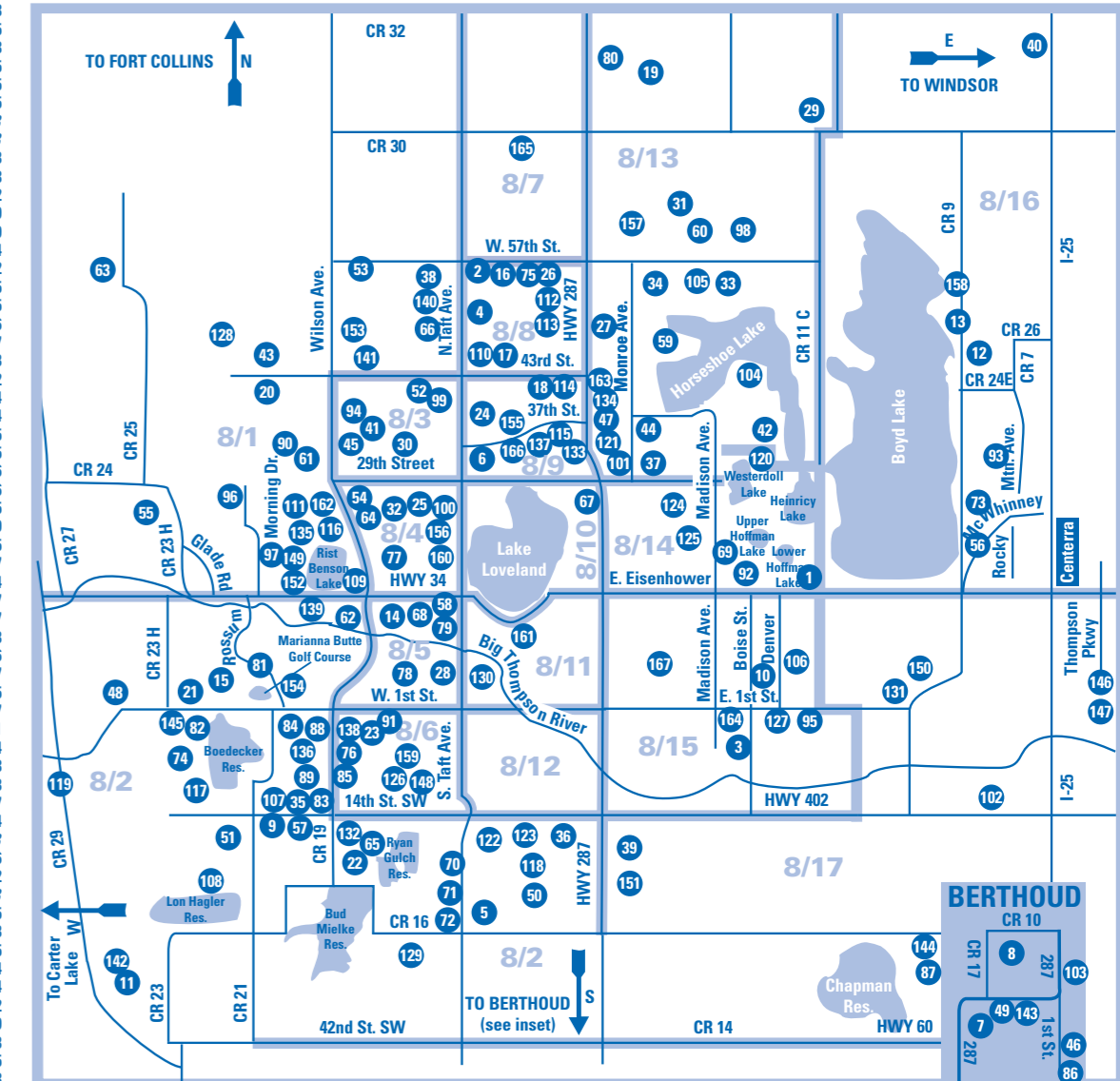
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- 145 Willowood.....E4
- 146 Wilshire.....D5
- 147 Woodbriar.....D5

Loveland

- 1 Allendale.....G8
- 2 Alford Meadows.....D5
- 3 Arbor Meadows.....H8
- 4 Ashford Square.....D5
- 5 Aspen Knolls.....J5
- 6 Aspenleaf Townhomes.....E5
- 7 Berthoud Commons.....B
- 8 Berthoud Lake Ranchettes.....B
- 9 Blackbird Knolls.....I3
- 10 Boise Village.....H8
- 11 Bonnell Acres/Bonnell West.....K2
- 12 Boyd Lake North.....D10
- 13 Boyd Lake Shores.....E10
- 14 Broadmoor Heights.....G4
- 15 Broken Triangle.....H2
- 16 Brookfield Village.....D5
- 17 Brookridge (Pyrenes).....E5
- 18 Brooks Estates.....E6
- 19 Bruns Estates.....B7
- 20 Buckhorn Village.....E3
- 21 Buckingham.....H2
- 22 Carrail Estates.....J4
- 23 Cedar View.....H4
- 24 Centennial Hill.....E5
- 25 Cherry Hills.....F5
- 26 Cherry Park.....D6
- 27 Circle Park.....D6
- 28 Cottonwood Meadows.....H5
- 29 Couer 'd Alene.....B9
- 30 Country Club Estates.....F5
- 31 Country Lake Estates.....C7
- 32 Crestview.....F4
- 33 Crown Point.....D7
- 34 Crystal View.....D7
- 35 Dakota Glen.....I3
- 36 Derby Hill.....J6
- 37 Devers.....F7
- 38 Eagle Brook Meadows.....D5
- 39 Eagle Crest.....D7
- 40 Eagle Ranch Estates.....A11
- 41 Emerald Glen.....F4
- 42 Enclave at Horseshoe Lake.....E8
- 43 Enchantment Ridge.....D3
- 44 Evergreen Meadows.....E7
- 45 Fairway West.....F4
- 46 Fickel Park.....B
- 47 Fox Pointe.....E6
- 48 Garnet Valley Acres.....H2
- 49 Gateway Park.....B
- 50 Golden South.....J5
- 51 Grasslands.....I3
- 52 Greenbriar.....E5
- 53 Greenvalley Ranch.....D4
- 54 Heritage Village.....F4
- 55 Hidden Valley Estates.....F2
- 56 High Plains Village.....F10
- 57 Highland Knolls.....I3
- 58 Hill Top.....G5
- 59 Horseshoe Lake Estates.....E8
- 60 Hunters View.....D7
- 61 Hunters Run.....F4
- 62 Imperial Ridge.....G4
- 63 Indian Creek Ranch.....C2
- 64 Ivanhoe.....F4
- 65 Johnson Estates.....J4
- 66 Kendall Brook.....D4
- 67 Kirkview.....F6
- 68 Lakemont.....G4
- 69 Lakes Place.....F8
- 70 Lakeside Terrace I.....J5
- 71 Lakeside Terrace II.....J5
- 72 Lakeside Terrace Estates.....J5
- 73 Lakeview Estates.....F10
- 74 Laurel Hill at Mariana Cove.....H2
- 75 Lecha Estates.....D6
- 76 Lohal Lon.....I4
- 77 Locust Park.....G4
- 78 Loomis/Cottonwood.....H4
- 79 Macy Village.....G5
- 80 Manor Ridge.....A7
- 81 Mariana Butte-Signature Villas, The Springs, The Reserve, St. Andrews.....H3
- 82 Mariana Cove.....H2
- 83 Mariana Farms.....H4
- 105 Pheasant Run.....D7
- 106 Pine Tree Village.....H8
- 107 Ponds.....I3
- 108 Prairie Trails.....K10
- 109 Prairie Earth.....H5
- 110 Pyrenees (Brookridge).....F4
- 111 Quail Run.....E5
- 112 Ranch Acres.....E7
- 113 Ridgeway North.....G2
- 114 Ridgeway South.....E6
- 115 Ridgewood.....E6
- 116 Rise Benson.....G3
- 117 Riviera Estates.....I2
- 118 Rolling Knowles Estates.....J5
- 119 Sedona Hills.....J1
- 120 Seven Lakes North.....E8
- 121 Shadow Hills.....F7
- 122 Sierra-Mar.....I5
- 123 Sherri Valley.....I6
- 124 Silver Glen.....F7
- 125 Silver Lake.....F7
- 126 Somerset Park.....I4
- 127 Songbird.....H8
- 128 Sprenger Valley.....D3
- 129 Spring Mountain.....K4
- 130 Staples Farm.....H5
- 131 Stone Creek.....H4
- 132 Stone Hedge.....I4
- 133 Sun Creek.....F6
- 134 Sugarloaf Estates.....G7
- 135 Sunny Acres.....G3
- 136 Sunny Slope.....F3
- 137 Sunset Acres.....H6
- 138 Sweetbriar.....I4
- 139 Sweetheart Acres.....G3
- 140 Taft Farms.....D5
- 141 Talon's Reach.....E4
- 142 The Bluffs.....K2
- 143 The Cottages at Berthoud.....B
- 144 The Estates at Meadowlark.....K10
- 145 The Springs at Mariana.....H2
- 146 Thompson Crossing.....H11
- 147 Thompson River Ranch.....H11
- 148 Thompson Valley Estates.....I4
- 149 Trimble Hills.....F3
- 150 Tulip Creek.....H10
- 151 Valley View.....J7
- 152 Vanguard-Farmico.....G3
- 153 Victoria Gardens at Harvest Gold.....D4
- 154 Village at Mariana Butte.....H3
- 155 Village P.U.D./Village Patio.....E5
- 156 Villas on the Green.....F5
- 157 Vista View.....D7
- 158 Waterfront at Boyd Lake.....D10
- 159 Westwood/Westwood Condos.....J4
- 160 West Shore Terrace.....G5
- 161 Willowbriar.....L5
- 162 Windemere.....F4
- 163 Windson.....E7
- 164 Winona.....H8
- 165 Wintergreen Village.....E6
- 166 Woodmere.....E6
- 167 Younies Addition.....H7

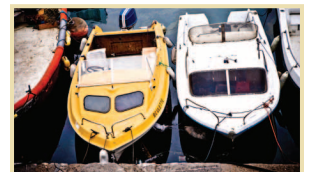


- 84 Mariana Glen.....H3
- 85 Mariana Village.....I4
- 86 Mary's Farm.....B
- 87 Meadow Brook Heights.....H4
- 88 Lakemont.....G4
- 89 Lakes Place.....F8
- 90 Meadow Brook Farms.....I3
- 91 Meadow Brook Ridge.....F3
- 92 Meadow Brook Village.....H4
- 93 McKee Meadows.....H8
- 94 Mountain Vista.....E4
- 95 Mountain Vista (Garden Gate).....H8
- 96 Namaqua Hills.....F3
- 97 Namaqua Valley.....F3
- 98 North Morr Estate.....D8
- 99 Northview.....E5
- 100 Northwest Nine.....F5
- 101 Orchards.....F7
- 102 Paradise Acres.....I10
- 103 Peak View.....B
- 104 Peninsula at Horseshoe Lake.....E8
- 105 Pheasant Run.....D7
- 106 Pine Tree Village.....H8
- 107 Ponds.....I3
- 108 Prairie Trails.....K10
- 109 Prairie Earth.....H5
- 110 Pyrenees (Brookridge).....F4
- 111 Quail Run.....E5
- 112 Ranch Acres.....E7
- 113 Ridgeway North.....G2
- 114 Ridgeway South.....E6
- 115 Ridgewood.....E6
- 116 Rise Benson.....G3
- 117 Riviera Estates.....I2
- 118 Rolling Knowles Estates.....J5
- 119 Sedona Hills.....J1
- 120 Seven Lakes North.....E8
- 121 Shadow Hills.....F7
- 122 Sierra-Mar.....I5
- 123 Sherri Valley.....I6
- 124 Silver Glen.....F7
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- 134 Sugarloaf Estates.....G7
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- 154 Village at Mariana Butte.....H3
- 155 Village P.U.D./Village Patio.....E5
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- 159 Westwood/Westwood Condos.....J4
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- 161 Willowbriar.....L5
- 162 Windemere.....F4
- 163 Windson.....E7
- 164 Winona.....H8
- 165 Wintergreen Village.....E6
- 166 Woodmere.....E6
- 167 Younies Addition.....H7



THE GROUP INSURANCE AGENCY

- **Full Service Personal Insurance Agency**
Homeowners, Investment Properties, Condominiums, Renters, Flood, Automobile and Motorcycle, Trailer, Watercraft and Sport Utility, Umbrella Policies
- **Financial Services Products**
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A member of The Group, Inc. Real Estate family of companies, **The Group Insurance Agency** is a full service agency offering a wide range of home, auto and financial services products. We can also insure your motorcycle, boat and business or commercial property. We offer 24 hour a day availability to answer your questions and help you with claims service. The Group Insurance Agency is available to give you a free quote on your insurance needs in person, by phone, or over the internet at www.allstateagencies.com/jimmuller

Phone: 970.377.4964
Fax: 970.223.7887
2803 East Harmony Road
Fort Collins, Colorado 80528



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Office Manager
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Cell: 970.215.5052



Jim Muller
Exclusive Agent
Email: jimmuller@allstate.com
Cell: 970.443.5140



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Real Estate

Links to Northern Colorado

LOCAL GOVERNMENT

Larimer County
www.larimer.org and
www.larimer.org/compass

Weld County
www.co.weld.co.us

City of Fort Collins
www.fcgov.com

City of Greeley
www.ci.greeley.co.us

City of Loveland
www.ci.loveland.co.us

City of Windsor
www.ci.windsor.co.us

City of Denver
www.denver.org

CHAMBERS OF COMMERCE and VISITORS CENTERS

Loveland Chamber of Commerce
www.loveland.org

Loveland Visitors Center
www.loveland.org

Fort Collins Chamber of Commerce
www.fcchamber.org

Fort Collins Visitors Center
www.ftcollins.com

Greeley Chamber of Commerce
www.greeleychamber.com

Windsor Chamber of Commerce
www.windsorchamber.net

NEWSPAPERS

Coloradoan
www.coloradoan.com

Reporter Herald
www.lovelandfyi.com

Northern Colorado Business Report
www.ncbr.com

The Denver Post
www.denverpost.com

Greeley Tribune
www.greeleytrib.com

Windsor Beacon
www.windsorbeacon.com

Longmont Times Call
www.longmontfyi.com

HOSPITALS

Poudre Valley Hospital
www.pvhs.org

Medical Center of the Rockies
www.pvhs.org

McKee Medical Center
www.bannerhealth.com/co-loveland

North Colorado Medical Center
www.ncmcgreeley.com

REAL ESTATE

The Group, Inc. Real Estate
www.thegroupinc.com

Colorado Properties
www.coloproperty.com

Realtor.com
www.realtor.com

PUBLIC SCHOOLS, COLLEGES and UNIVERSITIES

Aims Community College
www.aims.edu

Colorado State University
www.colostate.edu

Front Range Community College
www.frcc.cc.co.us

Fort Collins Schools (Poudre)
www.psd.k12.co.us

Greeley Schools (Greeley)
www.greeleyschools.org

Loveland Schools (Loveland)
www.thompson.k12.co.us

Windsor Schools (Windsor)
www.weldre4.k12.co.us

University of Northern Colorado
www.unco.edu

Colorado School Comparison
www.state.co.us/schools

MISCELLANEOUS

Ski Country USA
www.coloradoski.com

Denver International Airport
www.flydenver.com

Denver Center for the Performing Arts
www.denvercenter.org

Lincoln Center
www.ci.fort-collins.co.us

Union Colony Civic Center
www.ci.greeley.co.us/uccc





THE GROUP INC.
Real Estate

Welcome to SureClose®

The image shows two overlapping screenshots of the SureClose website. The background screenshot displays a 'SureClose Summary' page for a property at 1978 Group Drive, Fort Collins, CO. It lists details such as List Price (\$246,000), Sale Price (\$246,000), and various dates. A table of 'Completed Activities' is visible, including Survey, Order Survey, Prepare Tax Certificate, CIC Deadline, Loan Application Deadline, and Title Deadline. A 'Documents' section lists various closing documents like Title Company Closing Docs, Buyer Settlement Statement, and TGI Escrow Department Documents.

The foreground screenshot shows a login page with the text: 'Please enter your Username and Password to login'. It features input fields for 'Login:' and 'Password:', a 'Login' button, and a checkbox for 'Remember my password Request password?'. Links for 'Terms and Conditions', 'Privacy Statement', and 'Current Release Notes' are provided. At the bottom, it says 'Welcome | Login | Contact Us' and 'Powered by SureClose REAL ESTATE'. The SureClose logo is also present.

*24/7 secure online access
to your real estate
transaction file through
www.thegroupinc.com
whenever and wherever.*

- Go Green! Enhance your real estate process by a paperless transaction.
- Centralized communication. Easy email contact to your REALTOR®, easy email contact to your Lender.
- Vehicle of distribution for every facet of your real estate transaction.
- Review all closing documents and resolve all questions prior to your closing.
- Secure online access of all your real estate documents for *four* years.



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THE GROUP INC.
Real Estate

The Group, Inc. Real Estate's Northern Colorado Presence

Sign Power/Fortress Position

- Monument signs on our six offices in Fort Collins, Greeley, and Loveland
- Yard signs
- Commercial signs
- Lease signs
- New home neighborhood signs
- Open house signs

Print Media

- Fort Collins Coloradoan
- Loveland Reporter-Herald
- Greeley Tribune
- Loveland Connection
- Windsor Now
- Fort Collins Now
- Windsor Beacon
- Fort Collins Weekly
- Northern Colorado Business Report
- Colorado Business Journal
- The Collection
- Style Magazine
- Larimer County Homes and Land
- Weld County Homes and Land
- Boulder County Homes and Land
- Press Releases in all newspapers
- Yellow Pages and dex.com

Internet Marketing

- www.thegroupinc.com
- HomesandLand.com
- Coloproperties.com
- Coloradoanhomes.com
- Fcchamber.org
- Loveland.org
- Greeleychamber.com
- Windsorchamber.net
- Fort Collins Chamber e-card
- Googlebase.com
- Trulia.com
- The Group, Inc. Brokers personal websites
- Realtor.com and Virtual Tours

Marketing Materials

- "WOW" marketing pieces for pre-listing; listing; buyer packets and builder/developers; property brochures; postcards
- The Insider Newsletter

Commitment to Communities

- Annual Real Estate Forecast
- Group Scholarships CSU
- Sculpture in the Park – signage and ads
- Ram Jam – promotional materials
- Greeley Stampede sponsorship – signage and ads
- Scholarship golf tournament
- Community corporate tables at luncheons and dinners
- United Way traveling sculpture
- Dashboards
- Baseball, softball field signage
- Basketball gym signage
- New West Fest
- Trade shows
- Grocery carts
- Signage in Moby Arena in concourse
- Advertising in all sports programs at CSU
- Corporate table in Moby Arena
- Fort Collins Symphony program
- Greeley Philharmonic Orchestra program

Commitment to Industry

- Conventions and conference attendees and speakers
- Groupies teaching classes local, state and national

Group Wear

- Clothing, pens, coffee mugs, lapel pins, name tags

Vendor Promotion

- Printers, Website Designers





THE GROUP INC.
Real Estate

My HomeSearch! www.thegroupinc.com

My Home Search! [Login](#) or [Create Account](#)
800-310-0618
Leaders in Northern Colorado Real Estate

Search Buyers Sellers Communities Multimedia Find A Realtor Market Info About Us Contact Us

Search Northern Colorado Real Estate

Search by Address, Zip Code or MLS#
City: All Cities
Property Type: All Property Types
SEARCH

Price Range: No Minimum to No Maximum
Beds: Any
Baths: Any
More search options

Show newly listed properties only Show properties with virtual tours only

Map Search Homes / Points of Interest
OPEN This upcoming weekend
SOLD Recently Sold Properties

Featured Listings

 4090 Independence Dr Loveland, CO \$183,000 3 Bed 3 Bath 1,936 SqFt	 1324 Centennial Rd Fort Collins, CO \$223,000 3 Bed 3 Bath 1,845 SqFt
---	---

Property Alerts by Email

Why create an account?
With My HomeSearch! you'll get:

- Email alerts when new listings come on the market
- Faster searching with custom saved searches
- Ability to save favorite

[Get Alerts](#)

Local Market Information

Get Northern Colorado info and stats

Northern Colorado Real Estate Source

December 11, 2010
[Read the latest issue online](#)

How to use My HomeSearch!

My HomeSearch! was created to give visitors to The Group's web site the ability to set forth criteria for homes and receive information in their email box when listings that meet that criteria come onto the market. Listings can also be saved for future reference.

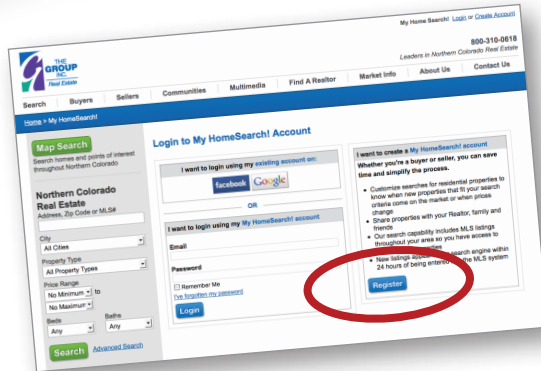
To use the system, register by providing a username and password.

A registered user can designate a favorite Group REALTOR®.

After registering, you will receive an email confirmation. Information is downloaded from IRES every 24 hours. Notification of new listings will be placed in your email inbox each morning.



THE GROUP, INC.
Real Estate



To register on My HomeSearch!

1. Visit www.thegroupinc.com.
2. In My HomeSearch! complete the New User Registration section.
3. Designate a "Preferred Group Realtor".

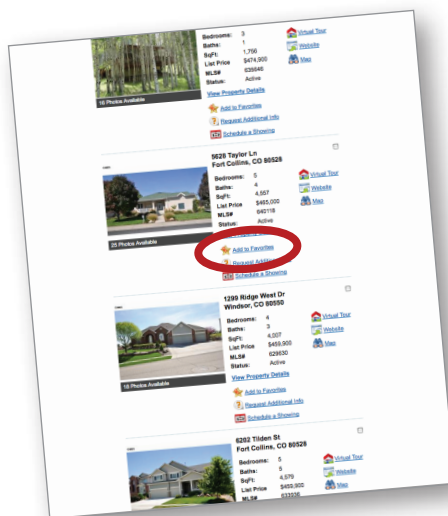
To add an alert to My HomeSearch!

1. Visit www.thegroupinc.com.
2. Sign in using your username and password.
3. Click on "Saved Searches".



To add properties to a Favorite List

1. Visit www.thegroupinc.com.
2. Sign in using your username and password.
3. Click on the MLS information page for the property you want to save.
4. Click on "Add to Favorites".



The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BD24-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO

BUYER TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

_____ or real estate which substantially meets the following requirements:

Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the seller's agent and Buyer is a customer. Broker, as seller's agent, intends to perform the following list of tasks:
 Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not

the agent of Buyer.

Customer for Broker's Listings - Transaction-Brokerage for Other Properties. When Broker is the seller's agent, Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Buyer.

Transaction-Brokerage Only. Broker is a transaction broker assisting in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision shall apply:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

BUYER _____

BROKER ACKNOWLEDGEMENT

On _____, Broker provided

(Buyer) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name:

The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

By: _____

Signature The Group, Inc. Real Estate

Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-8-10) (Mandatory 1-11)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Date: _____

AGREEMENT

1. **AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer,

, will take title to the Property described below as Joint Tenants Tenants In Common Other

2.2. **Assignability and Inurement.** This Contract Shall Shall Not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. **Seller.** Seller

, is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of _____, Colorado:

known as No.

Street Address City State Zip
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Fixtures.** If attached to the Property on the date of this Contract, lighting, heating, plumbing, ventilating and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including _____ remote controls.

Other Fixtures:

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. **Personal Property.** If on the Property whether attached or not on the date of this Contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included:

Water Softeners Smoke/Fire Detectors Security Systems Satellite Systems (including satellite dishes).

Other Personal Property:

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except

47
48 Conveyance shall be by bill of sale or other applicable legal instrument.

49 **2.5.3. Parking and Storage Facilities.** Use Only Ownership of the following parking facilities:

50
51 and Use Only Ownership of the following storage facilities:

52
53 **2.5.4. Water Rights, Water and Sewer Taps.** The following legally described water rights:

54
55 Any water rights shall be conveyed by _____ Deed Other applicable legal instrument.

56 **2.5.4.1.** If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to
57 Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well
58 used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the
59 well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of
60 Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of
61 registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form
62 with the Division within sixty days after Closing. The Well Permit # is _____.

63 **2.5.4.2.** Water Stock Certificates:

64
65 **2.5.4.3.** Water Tap Sewer Tap

66 **Note:** Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time
67 and other restrictions for transfer and use of the tap.

68 **2.6. Exclusions.** The following items are excluded (Exclusions):
69

70 **3. DATES AND DEADLINES.**
71

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
		Title and CIC	
2	§ 7.1	Title Deadline	
3	§ 7.2	Exceptions Request Deadline	
4	§ 8.1	Title Objection Deadline	
5	§ 8.2	Off-Record Matters Deadline	
6	§ 8.2	Off-Record Matters Objection Deadline	
7	§ 7.4.4.1	CIC Documents Deadline	
8	§ 7.4.5	CIC Documents Objection Deadline	
9	§ 8.6	Right of First Refusal Deadline	
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Conditions Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	
		Appraisal	
18	§ 6.2.2	Appraisal Deadline	
19	§ 6.2.2	Appraisal Objection Deadline	
		Survey	
20	§ 7.3	Survey Deadline	
21	§ 8.3.2	Survey Objection Deadline	
		Inspection and Due Diligence	
22	§ 10.2	Inspection Objection Deadline	

23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 10.7	Due Diligence Documents Delivery Deadline	
26	§ 10.8.1	Due Diligence Documents Objection Deadline	
		Closing and Possession	
27	§ 12.3	Closing Date	
28	§ 12.1	Closing Documents Delivery Deadline	
29	§ 17	Possession Date	
30	§ 17	Possession Time	
31	§ 28	Acceptance Deadline Date	
32	§ 28	Acceptance Deadline Time	

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Note: Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in **Dates and Deadlines** (§ 3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this contract.

77 **4. PURCHASE PRICE AND TERMS.**

78 **4.1. Price and Terms.** The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

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Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		TOTAL	\$	\$

91 **4.2. Earnest Money.** The Earnest Money set forth in this section, in the form of _____, in its
92 shall be payable to and held by _____ (Earnest Money Holder), in its
93 trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the
94 parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. If Earnest Money Holder is other than
95 the Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be
96 obtained on or before delivery of Earnest Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money
97 deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money
98 Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing
99 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
100 Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund.

101 **4.2.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of
102 tender of the Contract is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

103 **4.2.2. Return of Earnest Money.** If buyer has a right to terminate this Contract and timely terminates, Buyer shall be
104 entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and,
105 except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or
106 other written notice of termination, Seller agrees to execute and return to Buyer or Broker working with Buyer, written
107 mutual instructions, i.e., Earnest Money Release form, within three days of Seller's receipt of such form.

108 **4.3. Form of Funds; Time of Payment; Funds Available.**

109 **4.3.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and
110 closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
111 check, savings, and loan teller's check and cashier's check (Good Funds).

112 **4.3.2. Available Funds.** All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall
113 be timely paid to allow disbursement by Closing Company at Closing **OR SUCH PARTY SHALL BE IN DEFAULT.**
114 Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable

115 and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
116 **4.4. Seller Concession.** Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$ _____
117 to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller
118 agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or
119 expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). Seller Concession
120 is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession shall be reduced
121 to the extent it exceeds the aggregate of what is allowed by Buyer's lender, but in no event shall Seller pay or credit an amount
122 for Seller Concession that exceeds the lesser of (1) the stated amount for Seller Concession or (2) Buyer's closing costs.

123 **4.5. New Loan.**
124 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.4, if applicable, shall timely pay Buyer's loan costs, loan
125 discount points, prepaid items and loan origination fees, as required by lender.
126 **4.5.2. Buyer May Select Financing.** Buyer may select financing appropriate and acceptable to Buyer, including a different
127 loan than initially sought, except as restricted in § 4.5.3 or § 29, Additional Provisions.

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loan: Conventional
129 FHA VA Bond Other _____

130 **4.5.4. Good Faith Estimate - Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and
131 costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer
132 with a good faith estimate of Buyer's closing costs within three days after Buyer completes a loan application. Buyer should
133 also obtain an estimate of the amount of Buyer's monthly mortgage payment. If the New Loan is unsatisfactory to Buyer,
134 then Buyer may terminate this Contract pursuant to § 5.2 no later than **Loan Conditions Deadline** (§ 3).

135 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set
136 forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest presently at
137 the rate of _____ % per annum, and also including escrow for the following as indicated: Real Estate Taxes
138 Property Insurance Premium Mortgage Insurance Premium and
139 _____

140 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest
141 rate shall not exceed _____ % per annum and the new payment shall not exceed \$ _____ per _____
142 principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption
143 Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____,
144 then Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of termination or
145 _____

146 Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for
147 release from liability shall be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an
148 appropriate letter of commitment from lender. Any cost payable for release of liability shall be paid by _____
149 in an amount not to exceed \$ _____.

150 **4.7. Seller or Private Financing.** Buyer agrees to execute a promissory note payable to:
151 _____, as Joint Tenants Tenants in
152 Common Other _____, on the note form as indicated:
153 (Default Rate) NTD81-10-06 Other _____
154 secured by a _____ (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:
155 Due on Transfer-Strict (TD72-8-10) Due on Transfer-Creditworthy (TD73-8-10) Assumable - Not Due On
156 Transfer (TD74-8-10) Other _____

157 The promissory note shall be amortized on the basis of _____ Years Months, payable at
158 \$ _____ per _____ including principal and interest at the rate of _____ % per annum. Payments
159 shall commence _____ and shall be due on the _____ day of each succeeding _____.
160 If not sooner paid, the balance of principal and accrued interest shall be due and payable _____
161 after Closing. Payments Shall Shall Not be increased by _____ of estimated annual real estate taxes,
162 and Shall Shall Not be increased by _____ of estimated annual property insurance premium. The loan
163 shall also contain the following terms: (1) if any payment is not received within _____ days after its due date, a late
164 charge of _____ % of such payment shall be due; (2) interest on lender disbursements under the deed of trust shall
165 be _____ % per annum; (3) default interest rate shall be _____ % per annum; (4) Buyer may prepay without a
166 penalty except _____; and (5)
167 Buyer Shall Shall Not execute and deliver, at Closing, a Security Agreement and UCC-1 Financing Statement granting
168 the holder of the promissory note a _____ (1st, 2nd, etc.) lien on the personal property included in this sale.
169 Buyer Shall Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.

TRANSACTION PROVISIONS

170 **5. FINANCING CONDITIONS AND OBLIGATIONS.**
171 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or
172 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable by such

173 lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.
174 **5.2. Loan Conditions.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon
175 Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability,
176 payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New
177 Loan is not satisfactory to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions**
178 **Deadline** (§ 3), at which time this Contract shall terminate. **IF SELLER DOES NOT TIMELY RECEIVE WRITTEN**
179 **NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY**
180 **SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT.** (e.g., Appraisal, Title,
181 Survey).
182 **5.3. Credit Information and Buyer's New Senior Loan.** If Buyer is to pay all or part of the Purchase Price by executing a
183 promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the
184 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole
185 subjective discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's
186 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
187 condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial ability
188 and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not
189 released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory note
190 secured by a deed of trust in favor of Seller, this Contract, is conditional (for the benefit of Seller) upon Seller's approval of the
191 terms and conditions of any New Loan to be obtained by Buyer if the deed of trust to Seller is to be subordinate to Buyer's New
192 Loan (Buyer's New Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at
193 Closing is less than as set forth in § 4.1 of this Contract or Buyer's New Senior Loan changes from that approved by Seller. If
194 Seller does not deliver written notice to terminate to Buyer based on Seller's disapproval of Buyer's financial ability and
195 creditworthiness or of Buyer's New Senior Loan by **Disapproval of Buyer's Credit Information Deadline** (§ 3), then Seller
196 waives the conditions set forth in this section as to Buyer's New Senior Loan as supplied to Seller. If Seller delivers written notice
197 to terminate to Buyer on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3), this Contract shall terminate.
198 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents
199 (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the benefit
200 of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents, in Buyer's sole
201 subjective discretion. If written notice to terminate based on Buyer's objection to such loan documents is not received by Seller by
202 the **Existing Loan Documents Objection Deadline** (§ 3), Buyer accepts the terms and conditions of the documents. If the
203 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval
204 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**
205 **Approval Deadline** (§ 3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such
206 existing loan and Buyer does not obtain such compliance as set forth in § 4.6, this Contract may be terminated at Seller's option.

207 **6. APPRAISAL PROVISIONS.**

208 **6.1. Property Approval.** If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof
209 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract
210 (notwithstanding § 10 of this Contract) by delivering written notice to terminate to Buyer on or before three days following
211 Seller's receipt of the Requirements. Seller's right to terminate in this § 6.1 shall not apply if on or before any termination by Seller
212 pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are
213 completed by Seller; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

214 **6.2. Appraisal Condition.**

215 **6.2.1. Not Applicable.** This § 6.2 shall not apply.

216 **6.2.2. Conventional/Other.** Buyer shall have the sole option and election to terminate this Contract if the Purchase Price
217 exceeds the Property's valuation determined by an appraiser engaged by _____. The appraisal
218 shall be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). This Contract shall terminate by Buyer
219 delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that
220 confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal Objection**
221 **Deadline** (§ 3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline**
222 (§ 3), Buyer waives any right to terminate under this section.

223 **6.2.3. FHA.** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall
224 not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
225 Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements
226 a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement
227 lender, setting forth the appraised value of the Property of not less than \$ _____. The Purchaser (Buyer) shall
228 have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised
229 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
230 Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should
231 satisfy himself/herself that the price and condition of the Property are acceptable.

232 **6.2.4. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not
233 incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
234 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the

235 Department of Veterans Affairs. The Purchaser (Buyer) shall, however, have the privilege and option of proceeding with the
236 consummation of this Contract without regard to the amount of the reasonable value established by the Department of
237 Veterans Affairs.

238 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract shall be timely paid by
239 Buyer Seller.

240 **Note:** If FHA or VA Appraisal is checked, the **Appraisal Deadline** (§ 3) does not apply to FHA or VA guaranteed loans.

241 **7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

242 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 3), Seller shall cause to be furnished to Buyer, at Seller's expense, a
243 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this
244 box is checked, **An Abstract** of title certified to a current date. If title insurance is furnished, Seller shall also deliver to
245 Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's
246 expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after
247 Closing. The title insurance commitment **Shall** **Shall Not** commit to delete or insure over the standard exceptions
248 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanic's liens,
249 (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax
250 sales prior to the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by **Buyer**
251 **Seller.**

252 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have
253 the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.2), and if not satisfactory to Buyer,
254 Buyer may exercise Buyer's rights pursuant to § 8.1.

255 **7.2. Copies of Exceptions.** On or before **Title Deadline** (§ 3), Seller, at Seller's expense, shall furnish to Buyer and
256 _____, (1) copies of any
257 plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to be
258 furnished, and if this box is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed
259 in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these
260 documents pursuant to this section if requested by Buyer any time on or before **Exceptions Request Deadline** (§ 3). This
261 requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the
262 Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished
263 pursuant to this section, constitute the title documents (collectively, Title Documents).

264 **7.3. Survey.** On or before **Survey Deadline** (§ 3), **Seller** **Buyer** shall order or provide, and cause Buyer (and the issuer
265 of the Title Commitment or the provider of the opinion of title if an abstract) to receive, a current **Improvement Survey Plat**
266 **Improvement Location Certificate** _____
267 (the description checked is known as Survey). An amount not to exceed \$ _____ for Survey shall be paid by
268 **Buyer** **Seller.** If the cost exceeds this amount, **Buyer** **Seller** shall pay the excess on or before Closing. Buyer
269 shall not be obligated to pay the excess unless Buyer is informed of the cost and delivers to Seller, before Survey is ordered,
270 Buyer's written agreement to pay the required amount to be paid by Buyer.

271 **7.4. Common Interest Community Documents.** The term CIC Documents consists of all owners' associations (Association)
272 declarations, bylaws, operating agreements, rules and regulations, party wall agreements, minutes of most recent annual owners'
273 meeting and minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this
274 Contract, if any (Governing Documents), most recent financial documents consisting of (1) annual balance sheet, (2) annual
275 income and expenditures statement, and (3) annual budget (Financial Documents), if any (collectively CIC Documents).

276 **7.4.1. Not Applicable.** This § 7.4 shall not apply.

277 **7.4.2. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
278 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE**
279 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION**
280 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
281 **THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE**
282 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO**
283 **PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS,**
284 **THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE**
285 **DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY**
286 **PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL**
287 **REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF**
288 **THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY**
289 **SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION.**
290 **PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE**
291 **BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

292 **7.4.3. Not Conditional on Review.** Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer has
293 reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owners
294 and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5.

295 **7.4.4. CIC Documents to Buyer.**

296 **7.4.4.1. Seller to Provide CIC Documents.** Seller shall cause the CIC Documents to be provided to Buyer, at

297 Seller's expense, on or before **CIC Documents Deadline** (§ 3).
298 **7.4.4.2. Seller Authorizes Association.** Seller authorizes the Association to provide the CIC Documents to Buyer,
299 at Seller's expense.
300 **7.4.4.3. Seller's Obligation.** Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt
301 of the CIC Documents, regardless of who provides such documents.

302 **7.4.5. Conditional on Buyer's Review.** If the box in either § 7.4.4.1 or § 7.4.4.2 is checked, the provisions of this § 7.4.5
303 shall apply. In the event of any unsatisfactory provision in any of the CIC Documents, in Buyer's sole subjective discretion,
304 and written notice to terminate by Buyer, or on behalf of Buyer, and delivered to Seller on or before **CIC Documents**
305 **Objection Deadline** (§ 3), Buyer accepts the CIC Documents and waives the right to terminate for that reason.

306 Should Buyer receive the CIC Documents after **CIC Documents Deadline** (§ 3), Buyer shall have the right, at
307 Buyer's option, to terminate this Contract by written notice to terminate delivered to Seller on or before ten days after Buyer's
308 receipt of the CIC Documents. If Buyer does not receive the CIC Documents, or if such written notice to terminate would
309 otherwise be required to be delivered after **Closing Date** (§ 3), Buyer's written notice to terminate shall be received by Seller
310 on or before three days prior to **Closing Date** (§ 3). If Seller does not receive Buyer's written notice to terminate within
311 such time, Buyer accepts the provisions of the CIC Documents, and Buyer's right to terminate this Contract pursuant to this
312 section is waived, notwithstanding the provisions of § 8.5.

313 **Note:** If no box in this § 7.4 is checked, the provisions of § 7.4.4.1 shall apply.

314 **8. TITLE AND SURVEY REVIEW.**

315 **8.1. Title Review.** Buyer shall have the right to review the Title Documents. Buyer shall provide written notice to terminate
316 based on unmerchantability of title, unsatisfactory form or content of Title Commitment, or, notwithstanding § 13, of any other
317 unsatisfactory title condition, in Buyer's sole and subjective discretion, shown by the Title Documents (Notice of Title Objection).
318 Such Notice of Title Objection shall be delivered by or on behalf of Buyer and received by Seller on or before **Title Objection**
319 **Deadline**. (§ 3), provided such Title Documents are received by Buyer in a timely manner. If there is an endorsement to the Title
320 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment shall be
321 delivered to Buyer. Provided however, Buyer shall have five days to deliver the Notice of Title Objection after receipt by Buyer
322 of the following documents: (1) any required Title Document not timely received by Buyer, (2) any change to the Title
323 Documents, or (3) endorsement to the Title Commitment. If Seller does not receive Buyer's Notice of Title Objection by the
324 applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

325 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline**
326 (§ 3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all
327 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters
328 (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller has actual
329 knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not
330 shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights).
331 Written notice to terminate based on any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
332 notwithstanding § 13) in Buyer's sole subjective discretion, by or on behalf of Buyer shall be delivered to Seller on or before
333 **Off-Record Matters Objection Deadline** (§ 3). If Seller does not receive Buyer's written notice to terminate on or before
334 **Off-Record Matters Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer
335 has actual knowledge.

336 **8.3. Survey Review.**

337 **8.3.1. Not Applicable.** This § 8.3 shall not apply.
338 **8.3.2. Conditional on Survey.** If the box in this § 8.3.2 is checked, Buyer shall have the right to review the Survey. If
339 written notice to terminate by or on behalf of Buyer based of any unsatisfactory condition, in Buyer's sole subjective discretion,
340 shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before **Survey Objection Deadline** (§ 3),
341 this Contract shall terminate. If Seller does not receive Buyer's written notice to terminate by **Survey Objection Deadline**
342 (§ 3), Buyer accepts the Survey as satisfactory.

343 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
344 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
345 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT**
346 **RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
347 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
348 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
349 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
350 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**
351 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
352 **RECORDER, OR THE COUNTY ASSESSOR.**

353 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as the effect
354 of special taxing district is unsatisfactory, in Buyer's sole subjective discretion, written notice to terminate, by or on behalf of
355 Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 3), this Contract shall terminate. If Seller
356 does not receive Buyer's written notice to terminate on or before **Off-Record Matters Objection Deadline** (§ 3), Buyer accepts
357 the effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

358 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and 13. If

359 Seller receives Buyer's written notice to terminate or notice of unmerchantability of title or any other unsatisfactory title condition
360 or commitment terms as provided in §§ 8.1, and 8.2, Seller shall use reasonable efforts to correct said items and bear any nominal
361 expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction, in
362 Buyer's sole subjective discretion, on or before Closing, this Contract shall terminate; provided, however, Buyer may, by written
363 notice received by Seller on or before Closing, waive objection to such items.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to approve this
365 Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If
367 the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and
368 effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or
369 Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract shall terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully.
371 Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including
372 without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements, leases and
373 other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
374 environmental matters. **The surface estate may be owned separately from the underlying mineral estate, and transfer of**
375 **the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold**
376 **interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them**
377 **rights to enter and use the Property.** Such matters may be excluded from or not covered by the title insurance policy. Buyer
378 is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract
379 [e.g., **Title Objection Deadline** (§ 3) and **Off-Record Matters Objection Deadline** (§ 3)].

380 **9. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to
381 exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title and Survey**
382 **Review** (§ 8) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of**
383 **Water** (§ 10).

384

DISCLOSURE, INSPECTION AND DUE DILIGENCE

385 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER DISCLOSURE**
386 **AND SOURCE OF WATER.**

387 **10.1. Seller's Property Disclosure Deadline.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to
388 deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form
389 completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

390 **10.2. Inspection Objection Deadline.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying
391 the Property to Buyer in an "as is" condition, "where is" and "with all faults". Seller shall disclose to Buyer, in writing, any latent
392 defects actually known by Seller. Buyer, acting in good faith, shall have the right to have inspections (by a third party, personally
393 or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, (2) the
394 physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and
395 components of the Property, e.g. heating and plumbing, (4) any proposed or existing transportation project, road, street or
396 highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property
397 or its occupants is unsatisfactory in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline**
398 (§ 3):

399 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

400 **10.2.2. Notice to Correct.** Deliver to Seller with a written description of any unsatisfactory physical condition which
401 Buyer requires Seller to correct.

402 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 3), the physical condition of the
403 Property and Inclusions shall be deemed to be satisfactory to Buyer.

404 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in
405 writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 3), this Contract shall terminate on **Inspection**
406 **Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Notice to Correct before such termination,
407 i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

408 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for all
409 inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any
410 damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind
411 against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller
412 harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
413 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability,
414 damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The
415 provisions of this section shall survive the termination of this Contract.

416 **10.5. Insurability.** This Contract is conditioned upon Buyer's satisfaction, in Buyer's sole subjective discretion, with the
417 availability, terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on
418 or before **Property Insurance Objection Deadline** (§ 3), of Buyer's written notice to terminate based on such insurance being
419 unsatisfactory to Buyer. If Seller does not receive Buyer's written notice to terminate on or before **Property Insurance Objection**

420 **Deadline** (§ 3), Buyer shall have waived any right to terminate under this provision.
421 **10.6. Due Diligence-Physical Inspection.** Buyer's Inspection of the Property under § 10.2 shall also include, without limitation,
422 at Buyer's option, an inspection of the roof, walls, structural integrity of the Property and an inspection of the electrical, plumbing,
423 HVAC and other mechanical systems of the Property. If the condition of the Property or Inclusions are not satisfactory to Buyer,
424 in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 3), provide the applicable
425 written notice pursuant to § 10.2.
426 **10.7. Due Diligence-Documents.** Seller agrees to deliver copies of the following documents and information (Due Diligence
427 Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3) to the extent such Due Diligence
428 Documents exist and are in Seller's possession:

429 **10.8. Due Diligence Documents Conditions.** This Contract is subject to and expressly conditional upon Buyer, in Buyer's sole
430 subjective discretion, reviewing and approving the Due Diligence Documents, Survey and Leases. Buyer shall also have the
431 unilateral right to waive any condition herein.

432 **10.8.1. Due Diligence Documents.** If Buyer is not satisfied with the results of Buyer's review of the Due Diligence
433 Documents and written notice to terminate is received by Seller on or before **Due Diligence Documents Objection Dead-**
434 **line** (§ 3), this Contract shall terminate.

435 **10.8.2. Survey.** If any unsatisfactory condition is shown by the Survey and written notice to terminate is received by Seller
436 on or before **Survey Objection Deadline** (§ 3), this Contract shall terminate.

437 **10.8.3. Leases.** If the Leases are not satisfactory to Buyer, Seller shall receive written notice to terminate on or before
438 **Off-Record Matters Objection Deadline** (§ 3), unless the Leases are not timely delivered under § 8.2, then Seller shall
439 receive written notice to terminate on or before **Diligence Documents Objection Deadline** (§ 3). If Seller timely receives
440 written notice to terminate, this Contract shall terminate.

441 If Buyer's written notice to terminate for any of the conditions set forth above is not timely received by Seller, then such
442 condition shall be deemed to be satisfactory to Buyer.

443 **10.9. Buyer Disclosure.** Buyer represents that Buyer **Does** **Does Not** need to sell and close a property to complete this
444 transaction.

445 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 29).

446 **10.10. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
447 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable
448 water for the Property. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit. **There is No**
449 **Well.**

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

453 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a fireplace,
454 or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that
455 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the
456 entrance to each Bedroom or in a location as required by the applicable building code.

457 **10.12. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential dwellings for
458 which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint
459 Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and
460 fully executed form prior to the time when the Contract is signed by all parties. Buyer acknowledges timely receipt of a completed
461 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees.

462 **10.13. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked, dispose
463 of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated
464 in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further
465 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
466 been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with
467 methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health
468 promulgated pursuant to § 25-18.5-102, C. R. S., Buyer shall promptly give written notice to Seller of the results of the test, and
469 Buyer may terminate this Contract upon Seller's receipt of Buyer's written notice to terminate, notwithstanding any other
470 provision of this Contract.

471 **11. COLORADO FORECLOSURE PROTECTION ACT.** The Colorado Foreclosure Protection Act (Act) generally applies if: (1)
472 the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) Buyer's purpose in purchase of the
473 Property is not to use the Property as Buyer's personal residence, and (4) the Property is in foreclosure or Buyer has notice that any
474 loan secured by the Property is at least thirty days delinquent or in default. If the transaction is a Short Sale transaction and a Short
475 Sale Addendum is part of this Contract, the Act does not apply. Each party is further advised to consult an attorney.

476 **CLOSING PROVISIONS**

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

478 **12.1. Closing Documents and Closing Information.** Seller and Buyer shall cooperate with the Closing Company to enable the
479 Closing Company to deliver all documents required for Closing to Buyer and Seller and their designees by the **Closing**

480 **Documents Delivery Deadline** (§ 3). If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's
481 lender shall be required to provide the Closing Company in a timely manner all required loan documents and financial information
482 concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing
483 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably
484 required documents at or before Closing.

485 **12.2. Closing Instructions** Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such
486 Closing Instructions Are Are Not executed with this Contract. Upon mutual execution, Seller Buyer shall deliver
487 such Closing Instructions to the Closing Company.

488 **12.3. Closing.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the
489 **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by

490
491 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary between
492 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

493 **13. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer with the other
494 terms and provisions hereof, Seller shall execute and deliver a good and sufficient _____
495 deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except
496 as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements
497 installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

498 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by
499 Buyer in accordance with **(Title Review** (§ 8.1),

500 **13.2.** Distribution utility easements (including cable TV),

501 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge
502 and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review**
503 (§ 8.3),

504 **13.4.** Inclusion of the Property within any special taxing district, and

505 **13.5.** Other _____

506 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing from the
507 proceeds of this transaction or from any other source.

508 **15. CLOSING COSTS, CLOSING FEE, CIC FEES AND TAXES.**

509 **15.1. Closing Costs.** Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be
510 paid at Closing, except as otherwise provided herein.

511 **15.2. Closing Services Fee.** The fee for real estate closing services shall be paid at Closing by Buyer Seller One-Half
512 by Buyer and One-Half by Seller Other _____

513 **15.3. Status Letter and Transfer Fees.** Any fees incident to the issuance of Association's statement of assessments (Status
514 Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any transfer fees assessed by the
515 Association (Association's Transfer Fee) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller.

516 **15.4. Local Transfer Tax.** The Local Transfer Tax of _____ % of the Purchase Price shall be paid at Closing by
517 Buyer Seller One-Half by Buyer and One-Half by Seller.

518 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction shall be paid when due by
519 Buyer Seller One-Half by Buyer and One-Half by Seller.

520 **16. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 3), except as otherwise provided:

521 **16.1. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on **Taxes for the**
522 **Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation** , adjusted
523 by any applicable qualifying seniors property tax exemption, or **Other** _____

524 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller shall transfer or credit to Buyer the
525 security deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such
526 transfer and of the transferee's name and address. Seller shall assign to Buyer all leases in effect at Closing and Buyer shall
527 assume such leases.

528 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance
529 shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by
530 the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
531 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any
532 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon shall
533 be the obligation of Seller. Any other special assessment assessed prior to **Closing Date** (§ 3) by the Association shall be the
534 obligation of Buyer Seller. Seller represents that the Association Assessments are currently payable at \$ _____
535 per _____ and that there are no unpaid regular or special assessments against the Property except the current
536 regular assessments and

537
538 _____
Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the

539 Association to deliver to Buyer before **Closing Date** (§ 3) a current Status Letter.
540 **16.4. Other Prorations.** Water and sewer charges, interest on any continuing loan, and

541
542 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

543 **17. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** at **Possession Time** (§ 3), subject
544 to the following leases or tenancies:

545
546 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable
547 to Buyer for payment of \$ _____ per day (or any part of a day notwithstanding § 18.1) from the **Possession Date** and
548 **Possession Time** (§ 3) until possession is delivered.

549 Buyer **Does** **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

550 **GENERAL PROVISIONS**

551 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

552 **18.1. Day.** As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States Mountain Time
553 (Standard or Daylight Savings as applicable).

554 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified, the
555 first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal
556 or Colorado state holiday (Holiday), such deadline **Shall** **Shall Not** be extended to the next day that is not a Saturday,
557 Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

558 **19. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND WALK-
559 THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the condition
560 existing as of the date of this Contract, ordinary wear and tear excepted.

561 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior
562 to Closing in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before
563 **Closing Date** (§ 3). In the event such damage is not repaired within said time or if the damages exceed such sum, this Contract
564 may be terminated at the option of Buyer by delivering to Seller written notice to terminate on or before Closing. Should Buyer
565 elect to carry out this Contract despite such damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds that
566 were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the
567 amount of any deductible provided for in such insurance policy. Such credit not to exceed the Purchase Price. In the event Seller
568 has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the
569 amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

570 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
571 systems and components of the Property, e.g., heating or plumbing, fail or be damaged between the date of this Contract and
572 Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion, service,
573 system, component or fixture of the Property with a unit of similar size, age and quality, or an equivalent credit, but only to the
574 extent that the maintenance or replacement of such Inclusion, service, system, component or fixture is not the responsibility of the
575 Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are
576 aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of
577 such Inclusions.

578 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result
579 in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation action.
580 In such event, this Contract may be terminated at the option of Buyer, in Buyer's sole subjective discretion, by Buyer delivering
581 to Seller written notice to terminate on or before Closing. Should Buyer elect to consummate this Contract despite such diminution
582 of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to
583 Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits, expenses
584 or exceed the Purchase Price.

585 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk through the
586 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

587 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller acknowledge that
588 the respective broker has advised that this document has important legal consequences and has recommended the examination of title
589 and consultation with legal and tax or other counsel before signing this Contract.

590 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest
591 Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not
592 performed or waived as herein provided, there shall be the following remedies:

593 **21.1. If Buyer is in Default:**

594 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money
595 (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may
596 be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific

597 performance or damages, or both.
598 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 shall apply unless the box in § 21.1.1. is checked. All Earnest
599 Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be
600 released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES,
601 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24),
602 said payment of Earnest Money shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the
603 obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
604 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
605 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
606 being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

607 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or
608 litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court shall award to the prevailing party all
609 reasonable costs and expenses, including attorney fees, legal fees and expenses.

610 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first
611 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who
612 helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must
613 agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the
614 cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within
615 thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This
616 section shall not alter any date in this Contract, unless otherwise agreed.

617 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money
618 as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest
619 Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest
620 Money Holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest
621 Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice
622 to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and
623 Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the
624 parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
625 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the
626 Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). The provisions of this
627 § 24 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 32 or § 33.

628 **25. TERMINATION.** In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the
629 parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

630 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute the
631 entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or
632 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall be
633 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract that,
634 by its terms, is intended to be performed after termination or Closing shall survive the same.

635 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**
636 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed
637 document or notice, delivered to Buyer shall be effective when physically received by Buyer, any signature on behalf of Buyer
638 any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for
639 delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2 below. Any
640 document, including a signed document or notice, delivered to Seller shall be effective when physically received by Seller, any
641 signator on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working
642 with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
643 § 27.2.
644 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or written
645 notice may be delivered in electronic form only by the following indicated methods: **Facsimile** **E-mail** **Internet**
646 **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.
647 **27.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance with
648 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property
649 located in Colorado.

650 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller,
651 as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before
652 **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract between
653 Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy
654 thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

655

ADDITIONAL PROVISIONS AND ATTACHMENTS

656 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
657 Commission.)
658

659 **30. ATTACHMENTS.** The following are a part of this Contract:

660

661 **Note:** The following disclosure forms are attached but are not a part of this Contract:

662

663

SIGNATURES

BUYER _____ DATE _____

BUYER _____ DATE _____

664 Electronic Address: _____

665

666 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]**

667

SELLER _____ DATE _____

SELLER _____ DATE _____

668 Electronic Address: _____

669

670 **31. COUNTER; REJECTION.** This offer is Countered Rejected.

671 Initials only of party (Buyer or Seller) who countered or rejected offer _____

672

END OF CONTRACT TO BUY AND SELL REAL ESTATE

673

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

675 (To be completed by Broker working with Buyer)

676

677
678 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract,
679 agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money
680 Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate
681 or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual
682 instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written
683 mutual instructions, provided the Earnest Money check has cleared. Broker agrees that if Earnest Money Holder is other than the
684 Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained

685 on or before delivery of Earnest Money to Earnest Money Holder.

686

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

688 This is a **Change of Status**.

689

690 Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer

691 Other _____

692 Brokerage Firm's Name:

The Group, Inc. Real Estate
375 East Horsetooth Road #1
Fort Collins, CO 80525
Phone: 970-223-0700, Fax: 970-223-2999

By: _____

Signature The Group, Inc. Real Estate Date

693 Electronic Address: _____

694

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

696 (To be completed by Broker working with Seller)

697

698 Broker Does Does Not acknowledge receipt of Earnest Money deposit specified in § 4.1 and, while not a party to the Contract,
699 agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money
700 Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate
701 or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual
702 instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written
703 mutual instructions, provided the Earnest Money check has cleared. Broker agrees that if Earnest Money Holder is other than the
704 Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller, and Earnest Money Holder must be obtained
705 on or before delivery of Earnest Money to Earnest Money Holder.

706

707 Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction. This is a
708 **Change of Status**.

709

710 Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____

711

712 Date:

713 Brokerage Firm's Name: THE GROUP, INC. REAL ESTATE ASSOCIATES

714 Broker's Name: _____

715

716 Broker's Signature _____ Date _____

717 Address: 375 E. HORSETOOTH ROAD

718 FORT COLLINS, CO 80525

719 Phone No.: 970-223-0700

720 Fax No.: 970-223-2999

721 Electronic Address: _____

A. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale, refinance or loan on the subject property. THERE ARE FREQUENTLY OTHER 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.

PROVIDER AND SETTLEMENT SERVICE	CHARGE OR TYPICAL RANGE OF CHARGES	(All will vary depending on loan size and program)
---------------------------------	------------------------------------	--

SELLER

The Group Guaranteed Title, LLLP	Filed rate schedule available on request
---	--

Acknowledgement is on the front page of this document.

THIS IS A 2-SIDED DOCUMENT

THE GROUP

GUARANTEED TITLE, LLLP

Our Corporate Office:
5401 Stone Creek Circle, Suite 204
Loveland, CO 80538
(970) 613-4364

*CLOSE AT ANY OF THE GROUP, INC.
REAL ESTATE OFFICES*



Harmony Office
2803 E. Harmony Rd.
Fort Collins, CO 80528



Horsetooth Office
375 E. Horsetooth Road
Fort Collins, CO 80525



Mulberry Office
401 W. Mulberry Street
Fort Collins, CO 80521



Loveland Office
1401 W. 29th Street
Loveland, CO 80538



Centerra Office in Loveland
5401 Stone Creek Circle
Loveland, CO 80538



Greeley Office
3257 W 20th Avenue
Greeley, CO 80634



Setting the standard

An Experienced Team of Title and Escrow Professionals

The Group Guaranteed Title employ some of the most experienced title officers and escrow officers in Northern Colorado. Our staff provides remarkable service for residential, builder/developer and commercial transactions.

The Perfect Transaction

Our goal is to make the home selling, buying or refinancing closing experience comfortable, fast, easy, and predictable.

Additional Services

O&E's, Homebooks, Farm Packages, Property Profiles, Consulting Services for builders and developers.

On-Site Closings

We provide onsite closings to improve communication and reduce anxiety for sellers and buyers. By closing at a Group Real Estate office, all parties work together to create a seamless coordinated approach to a successful closing. The closing process is smooth and efficient from beginning to end, thereby providing remarkable customer service.

Builders & Developers

We provide retrieval of vacant land information quickly, a rapid turn time on title commitments, a timely retrieval of plats and all recorded documents. We have builder trained closers - trained to meet new buyer expectations.

www.TheGroupTitle.com

THE GROUP

GUARANTEED TITLE, LLLP

Our vision is to be the best in the industry by striving for extraordinary results in our service, products and customer satisfaction.

Performance Standards

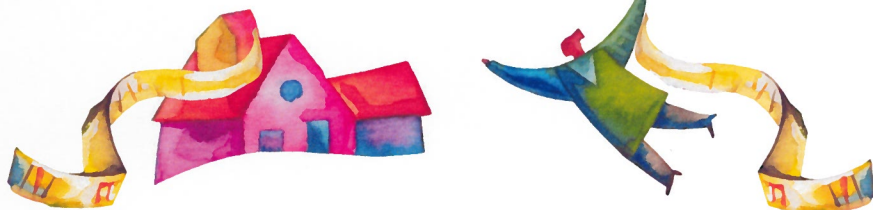
Title premium and closing fees will match the charges quoted on our current rate sheet.

Title Commitment will be delivered to the Listing Agent and Selling Agent within 3 business days of receipt of order with contract.

A preliminary HUD-1 settlement statement will be delivered to the Listing Agent and Selling Agent within 3 hours of receiving complete lender figures.

A Pre-Closing Real Estate Documents package will be provided to Listing Agent and Selling Agent 3 business days prior to closing.

Final Title Policy will be postmarked to buyer within 3 weeks of verification of recordation.



THE GROUP

GUARANTEED TITLE, LLLP



Jan Santistevan
Escrow Assistant
Email: jsantistevan@thegrouptitle.com
Phone: 970.613.4364
eFax: 970.797.1743



Ashley Sandoval
Escrow Officer
Email: asandoval@thegrouptitle.com
Phone: 970.613.4364
Cell: 970.234.1121
eFax: 970.797.1876



Jason McNeill
Customer Service
Email: jmcneill@thegrouptitle.com
Phone: 970.613.4364



Carla Senter
Escrow Manager
Email: csenter@thegrouptitle.com
Phone: 970.613.4364
Cell: 970.412.1426
eFax: 970.797.1735



Jennifer DeVriese
Escrow Officer
Email: jdevrisee@thegrouptitle.com
Phone: 970.377.6018
Cell: 970.690.2790
eFax: 970.797.1753



Christopher Gaylord
Customer Service
Email: cgaylord@thegrouptitle.com
Phone: 970.613.4364



Kimberly Simmons
Escrow Officer
Email: ksimmons@thegrouptitle.com
Phone: 970.419.2302
Cell: 970.690.2780
eFax: 970.797.1824



Emily Deville
Title Officer
Email: edeville@thegrouptitle.com
Phone: 970.613.4364
Cell: 970.581.4215



Laura Hassell
Escrow Officer
Email: lhassell@thegrouptitle.com
Phone: 970.613.4364
eFax: 970.797.1859



Emily Rank
Director of Title Operations
Email: erank@thegrouptitle.com
Cell: 303.875.5389



Pam Thorne
Escrow Assistant
Email: pthorne@thegrouptitle.com
Phone: 970.613.4364
eFax: 970.797.1764



Heather Dorsey
Escrow Officer
Email: hdorsey@thegrouptitle.com
Phone: 970.229.2520
Cell: 970.324.7248
eFax: 970.797.1866



Tonya Brigham
Escrow Officer
Email: tbrigham@thegrouptitle.com
Phone: 970.613.4364
Cell: 970.412.6703
eFax: 970.797.1868



Neighborhood Services
281 N College Av
PO Box 580
Fort Collins, CO 80522-0580
970-224-6046

OCCUPANCY LIMITS DISCLOSURE STATEMENT SALE

The City of Fort Collins Code requires that any person selling or leasing a home, apartment or other dwelling unit must inform the buyer or renter about the maximum number of people who, by law, are allowed to occupy that home. All parties must sign where indicated below.

The maximum permissible occupancy of this dwelling unit is:

1. One (1) family (related by blood, marriage, adoption) and not more than one (1) additional person; or
2. Two (2) adults and their dependents, if any, and not more than one (1) additional person.

Actual signatures are required on this form.

Property Address: _____ Date of Sale: _____

Seller Name(s): _____

Seller Signature(s): _____ Date: _____

Buyer Name(s): _____

Buyer Signature(s): _____ Date: _____

Address (if different than property address): _____

**** It is required that you retain this form.***

City Code Section 5-265(c) requires that any person selling or leasing a dwelling unit shall forthwith provide all purchasers, lessees or sublessees of such unit with a written disclosure statement, on a form provided by the City, specifying the maximum permissible occupancy of such unit under Section 3.8.16 of the Land Use Code.



375 E. Horsetooth Road
 Ft. Collins, CO 80525
 Phone: 970-223-0700
 Fax: 970-223-2999



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (SWA35-8-07) (Mandatory 1-08)

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. _____

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.
 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: _____
 Address: _____
 Web Site: _____
 Phone No.: _____

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

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

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

PREPARED BY: The Group, Inc., The Group, Inc.

WA35-8-07, Source of Water Addendum to Contract to Buy and Sell Real Estate. Colorado Real Estate Commission
realFA\$T® Software, ©2009, Version 6.16. Software Registered to: Susan L. Orth, The Group, Inc.

Buyer(s) _____



375 E. Horsetooth Road
 Ft. Collins, CO 80525
 Phone: 970-223-0700
 Fax: 970-223-2999



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

Street Address _____ City _____ State _____ Zip _____

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

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

Lead Warning Statement

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

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

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

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

PREPARED BY: The Group, Inc., Real Estate Associates
 LP45-5-04. LEAD-BASED PAINT DISCLOSURE (SALES). Colorado Real Estate Commission
 RealFA\$T® Software, ©2008, Version 6.16. Software Registered to: Susan Orth, The Group, Inc. Real Estate

Buyer(s) _____

Page 1 of 2
 Seller(s) _____

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

Certification of Accuracy

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

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

Real Estate Licensee (Listing)

Real Estate Licensee (Selling)

What is radon?

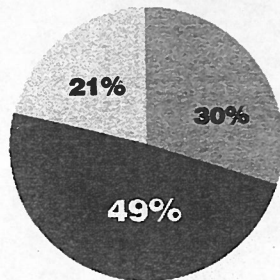
Radon is an invisible, odorless, radioactive gas created during the natural decay of uranium in the soil. Radon is everywhere, and Colorado has higher concentrations than other regions. Radon gas is drawn into homes and other buildings through cracks and openings in basements, crawl spaces and slabs. Radon levels vary from house to house and have nothing to do with age, quality or upkeep of the home.

Why is radon a concern?

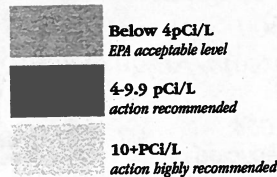
Radon gas has been shown to cause lung cancer in people who are exposed to elevated levels over a long period of time. The US Environmental Protection Agency (US EPA) recommends action when radon levels reach or exceed 4 picocuries per liter of air (pCi/L). If you smoke and your home has an elevated radon level, your risk for lung cancer is especially high. Government agencies, including the City of Fort Collins, rely upon US EPA guidelines regarding acceptable levels of radon in the house. Test for radon in your home!

What are radon levels in Fort Collins?

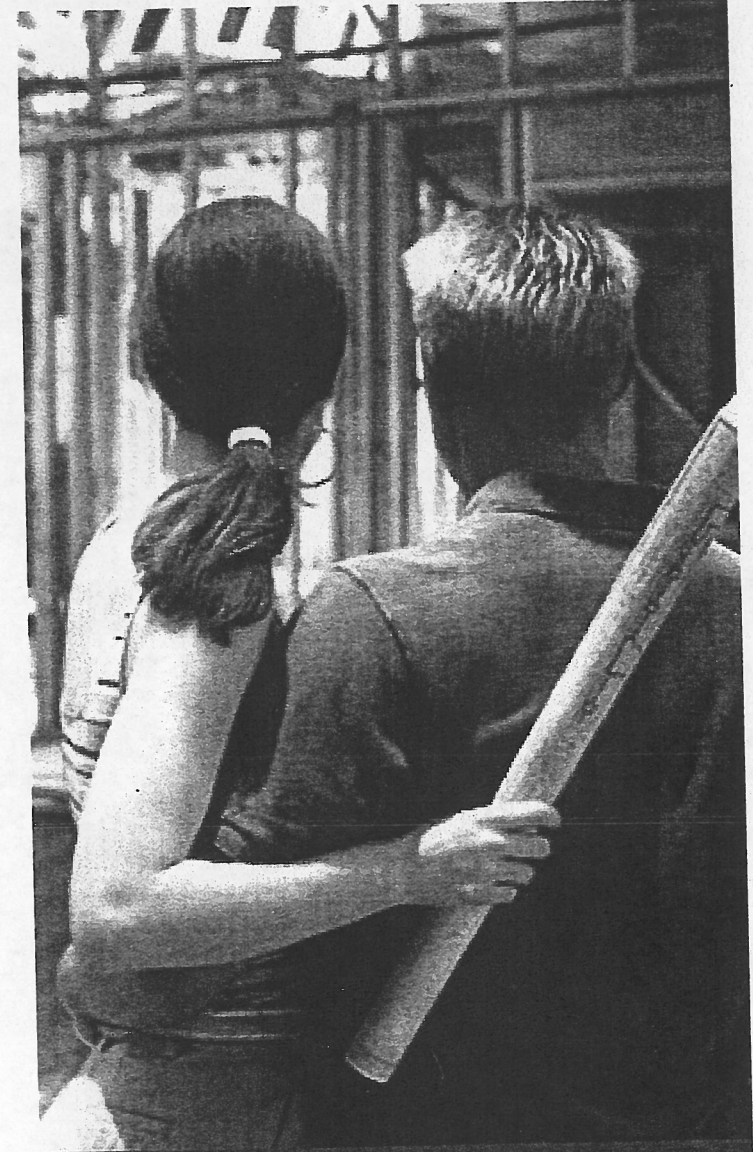
Thousands of Fort Collins homes have been tested for radon by individual homeowners and private radon testers. Test results indicate that 70% of Fort Collins homes have radon levels of 4 pCi/L or above. But don't let these numbers scare you away from Colorado! Radon is a problem that can be fixed.



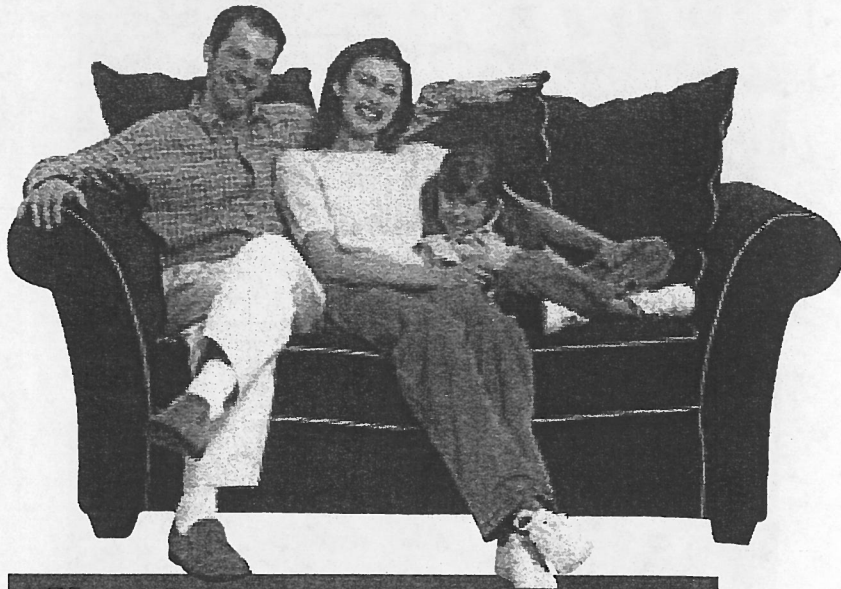
Percentage of area homes with radon levels



Community Planning and
Environmental Services
Natural Resources Department
PO Box 580
Fort Collins, CO 80522-0580

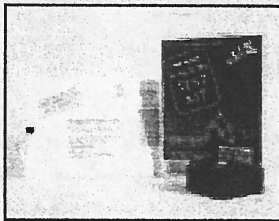


Radon
Buying and Selling
a Home in Fort Collins



Short term tests.

Measure radon for 3-5 days. They are a good choice when a quick radon test is needed. However, the test is simply a “snapshot” of the radon levels during the test period. Radon levels vary with wind, barometric pressure and whether windows are open or closed so a short term test does not reflect the average radon level over time.



Long term tests.



Measure radon for several months to a year. They are a good choice to find the average level of radon in your home. Use long term test results after you move in to decide if a radon reduction system should be installed.

How do I test for radon?

There are two approaches to measure radon:

- 1.** Conduct self-administered tests. The City sells radon testing kits (\$3.50 for short-term, \$13.95 for long-term) at two locations during regular business hours:
 - Fort Collins Senior Center, 1200 Raintree Drive
 - Fort Collins Building and Zoning Department 281 North College Ave.
- 2.** Hire a professional tester. We recommend (*but it is not required*) that you use a professional who is certified by the National Environmental Health Association (*see www.radongas.org*) or the National Radon Safety Board (*see www.nrsb.org*). For a list of radon testers and contractors, please look in the phone book under Radon Testing or Radon Mitigation.

New homes and radon

Homes built in Fort Collins in 2005 or after are required to have a radon reduction system installed during construction. The required system relies on passive ventilation (there is no fan) and is concealed within the internal skeleton of the home. You should conduct a radon test to confirm the radon reduction system’s effectiveness and install a fan if radon levels are unacceptable.

Fort Collins homes built before 2005

Homes built before 2005 are not required to have a radon reduction system. No matter what the age of your future home, take time to test radon levels. If your dream home has high radon levels, does this mean you should walk away? Absolutely not! There are ways to effectively reduce radon levels. Of all the

problems that a house can have, radon is one of the most easy to identify and fix. Radon can be reduced before you buy a home or after you buy it and move in.

Is radon testing or mitigation required?

City code does not require radon testing. Radon mitigation systems are only required in homes built in 2005 or later. Fort Collins City Code requires that sellers provide a copy of this informational brochure to all buyers of residential property at point of sale (prior to the execution of a contract on a home). The “seller” may be a real estate agent, home-owner, attorney or any other person acting on behalf of the seller.

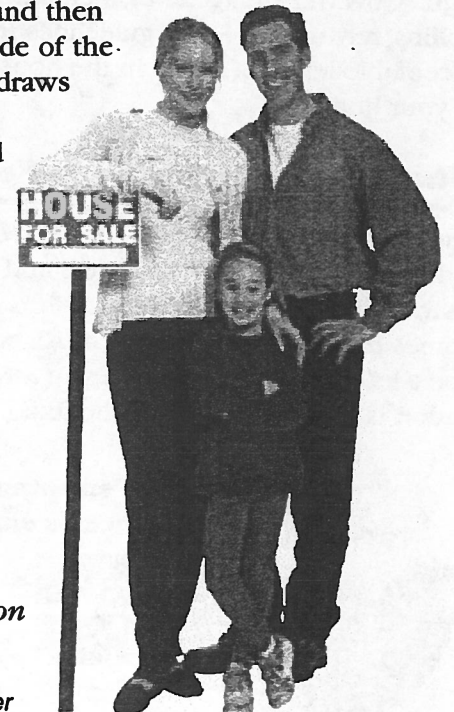
How can radon levels be reduced?

Don’t despair if you find elevated radon concentrations in your home! Radon levels can be reduced by installing a radon mitigation system. A plastic pipe is connected to the soil beneath a slab, basement or crawl space floor and then extended to the outside of the home. An in-line fan draws radon from the soil through the pipe, and radon is harmlessly exhausted into the outside air.

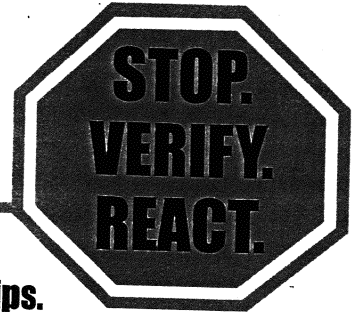
For more radon information:

City of Fort Collins
Natural Resources
Department
Air Quality Program
970-221-6600
www.fcgov.com/radon

November 2004
Printed on recycled paper



**If you're working with a relocating employee, read this.
The business you save may be your own.**



STOP. Find out about your company's referral fee relationships.

- You may be working with an anxious seller to put their home on the market, or a transferee who wants to start househunting (to rent or to buy). You may even be approached by a family member or neighbor, by someone in your prospecting area, or by a potential client through your personal web site who wants to list or buy a home through you. **But before you do anything, read this entire page!**
- The corporation generates the relocation and frequently absorbs the accompanying costs, so, naturally, corporate relocation of employees is administered according to that corporation's established relocation package. *It is critical to be mindful of corporate relocation issues and policy restrictions!*
- **Remember that corporations create business for the real estate community:** Corporations may have established relationships with certain relocation management service providers and real estate brokerages like yours for their employees to work with for all of their housing needs. If so, these relationships have been established for solid reasons:
 - The brokerages and relocation services supported through the corporation's relocation policy have a proven track record in providing specialized services to transferees.
 - Your company, or the relocation management service provider that the corporation uses, may have an agreement with brokers and brokerage firms like yours that provide a referral fee back to the corporation or relocation management company for having referred the transferee as a client.

Please be aware that your real estate company may pay substantial fees just to stay eligible to receive corporate business.

The corporation's relocation program may rely on referral fees to provide employees with maximum allowable benefits. If the process is not adhered to, it could jeopardize the transferee's opportunity to receive maximum benefits, the real estate company's relationship with the referral fee originator, and your own relationship with the transferee.

VERIFY. Know the right questions to ask.

ALWAYS make yourself aware of your broker's relationships with corporations and relocation management companies. If a blanket agreement/contract with corporations and relocation management companies exists, you may also be obligated to abide by the agreement/contract, so check with your broker to see how that impacts you.

As noted above, the corporation is likely to be incurring the cost of employees' relocations and directing business to real estate professionals. To preclude any confusion and question regarding the payment of referral fees, here are the right questions to ask a potential client:

- Is your reason for moving related to your employment?
- Does your employer provide a relocation benefits program?

If your client answers yes to either of these questions, further inquiry by you is advisable regarding any guidelines that may impact their ability to receive maximum relocation benefits.

REACT. Do the right thing.

- **Ask the right questions** of the transferee and about your broker's relationships and blanket agreements.
- **Protect your own professional standing** by being proactive and knowledgeable.
- **If you feel you're being asked to pay an "after-the-fact" referral fee, use *The Interchange* referral fee resolution program** at <http://realestatecoalition.org/interchange.shtml>



This information was developed by ERC's Real Estate Coalition for Cooperative Business Practices to improve licensee understanding of corporate real estate relationships. It does not, by itself, constitute policy or serve as a guideline for specific company relocation policies.



agent to find out if any standardized language has been developed in your community and/or consult with your attorney. There are multiple factors which might be used to determine a property's insurability or the "affordability" of the insurance in such a clause. The factors used in a contract clause could include, but are certainly not limited to:

- a. acceptable C.L.U.E. report
- b. purchaser is satisfied of the insurability of property
- c. secure binder of property insurance on property
- d. cost of insurance doesn't exceed specified threshold

Both buyers and sellers should be aware that there are advantages and disadvantages to such a clause that should be considered. The advantage of such a contingency is that it may allow the buyer to cancel the transaction if the property proves uninsurable or insurance is unaffordable. This avoids reliance on a financing contingency and any question regarding its application where the property and borrower would otherwise qualify for a loan. On the other hand, the inclusion of such a clause may affect the acceptability of an offer, particularly if the offer is being made in a competitive environment.

Prepared by the Risk Management Committee of the National Association of REALTORS®

© 2003 National Association of REALTORS®



NATIONAL ASSOCIATION OF REALTORS®

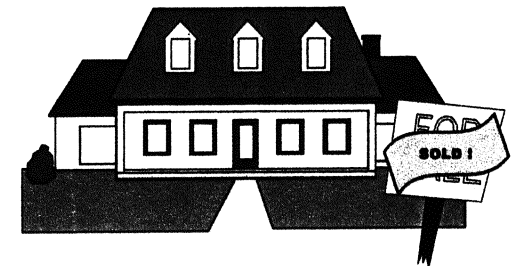
The Voice for Real Estate

Transaction Checklist – Insurance Issues

- Discuss current insurance market conditions with your insurance agent and any problems you may have in obtaining insurance on the home you are purchasing
- Review offer to purchase to identify insurance issues/contingencies or need for such contingencies with your attorney
- Contact one or more insurance agents immediately following acceptance of purchase contract by both parties to begin process of obtaining necessary insurance.
- Obtain commitments to issue an insurance policy from an insurance company in writing and carefully review it with your attorney or insurance agent to determine scope of that commitment.
- Be aware of alternative insurance sources that may be available if a problem develops:
 - Know available sources of insurance (i.e., what other insurance companies are in market by calling different insurance agencies in the community)
 - Check with Seller's current insurer to determine if that insurer will continue to insure property with new owner
 - Check with Buyer's current insurer to determine if that insurer will continue to insure buyer in a new property
 - Alternative forms of coverage that may allow transaction to proceed (FAIR Plans, Fire & E.C., etc.)

The New Reality of Property Insurance

What You Should Know



Q. How can insurance availability/affordability affect the real estate transaction?

A. The affordability and availability of insurance affects both buyers and sellers. Buyers will typically be obtaining mortgage financing to pay the purchase price of the property. The lender will require that there be property insurance to cover their interest in the property. If proof of insurance is not available at closing the lender will likely refuse to release the funds and therefore delay or even derail the transaction, either of which can impose both inconvenience and cost to both the buyer and seller. Even in a "cash" transaction the buyer may be hesitant to complete a transaction where insurance is not available to cover the buyer's equity in the property.

Q. When should a buyer apply to obtain an insurance policy to cover the property being purchased?

A. The interest of both buyers and the sellers now suggests that the buyers should begin their search for insurance no later than the time of the contract to purchase is signed. This helps to assure a firm commitment for the issuance of a policy well in advance of the settlement of the transaction. Waiting until the last days or even weeks before the closing can limit the opportunities of the buyers and sellers to address the affordability and availability issue and, if needed, to find alternatives for difficult to insure properties. There have been many examples of transactions which have been adversely affected in some manner because of problems associated with insurance availability/affordability.

Q. What kinds of events/records can affect the ability to obtain insurance on a property being purchased?

- A. A number of factors can affect the availability and cost of homeowner insurance on a property being purchased. For example, they include:
- past claims filed on the property (up to previous five years)
 - poor insurance credit score of the prospective purchaser
 - past claims filed by the property purchaser on other properties
 - physical characteristics of property (e.g., leaky roof)
 - characteristics of the property's location (e.g., proximity to fire station, regional weather conditions)

Q. How does the insurance company know what claims have been filed in connection with the property?

A. Approximately 90% of all insurance companies contribute information regarding

claims to an insurance industry database. When underwriting a new policy the insurance company may obtain a report from this system from one of a couple different sources to determine the property's claims history. This report is most often identified as a comprehensive loss underwriting experience report or a "C.L.U.E. Report." The report contains information regarding property claims filed in connection with a particular property and claims filed by a particular insured person. For a fee the current owner of the property may obtain a copy of this report. A copy of the report is available to the property owner through companies such as ChoicePoint, Inc, either by writing to ChoicePoint, Inc. located in Alpharetta, Georgia, or by going to their website, choicetrust.com, and A-Plus, either by writing to A-Plus located in Jersey City, New Jersey or calling 800/709-8842.

Q. Should I get a copy of the C.L.U.E. Report?

A. While this decision is up to the property owner, it is important to understand the limitations of the report. The report contains only raw information and how that information will affect the insurability of a property isn't explained as a part of the report. Moreover, not all insurance companies use the report and those that do use it don't all use the information in the same way. As a result having the report may not enable you to predict whether a particular company will insure the property. If you want information on how a C.L.U.E. Report or other similar report may affect your ability to obtain insurance contact your insurance agent.

Q. Are there factors unique to a buyer that can affect their ability to obtain insurance?

A. Yes, although not used by all insurance companies in determining eligibility for insurance, some companies do review the claims filed by the

buyer on properties owned by the buyer during the preceding five years. This is another aspect of the C.L.U.E. Report database that focuses upon the insured individual rather than the insured property.

Another more controversial factor is the use of Insurance Scores. Insurance Scores, which are formulas developed by insurance companies in an effort to predict the likelihood of an individual filing claims, are sometimes used to determine to whom or at what price an insurance policy will be issued.

Insurance scores are not standardized within the insurance industry and both how they are calculated and how they are used is generally not known outside of individual insurance companies. If you want additional information on how insurance scoring may affect your ability to obtain insurance contact your insurance agent.

Q. Can a seller include a requirement that the buyers demonstrate their insurability as a condition of the sales contract?

A. Yes, although not common, such a requirement could be included in an agreement. However, the specific language of such a condition should be carefully considered. Check with your real estate agent to find out if any standardized language has been developed in your community and/or consult with your attorney. As discussed herein the factors used to determine a particular buyer's insurability will vary from one insurance company to another and can leave questions regarding whether and when such a condition had been satisfied.

Q. Can a buyer include a requirement that property be insurable and/or the insurance be affordable as a condition of the sales contract?

A. Yes, but the specifics of such a condition should be carefully considered. Check with your real estate

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

SQUARE FOOTAGE DISCLOSURE

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

Property Address: _____

1. Licensee Measurement

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

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

2. Other Source of Measurement:

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

<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/> Building plans (Date of Document)	_____	_____
<input type="checkbox"/> Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/> Other _____	_____	_____

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

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

By _____
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

Inspections

The Nation Association of Realtors
Has recommended the following when choosing an inspector:

1. Ask exactly what the inspector does or does not inspect.
2. Ask what scientific instruments are used—such as moisture detectors, combustible gas detectors, and electromagnetic detectors.
3. Ask about the inspector's professional or organization affiliations or memberships, education level, and licensing.
4. Ask how many inspections the inspector has conducted and whether the inspector works full time
5. Ask what type of report is submitted—whether a check-off list or a detailed narrative.
6. Ask what type of insurance the inspector has—including liability, errors and omissions.
7. Ask whether the inspector is involved in any other businesses, such as home repair, that might represent a conflict or interest.

CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 07/31/2009)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



CAUTION

PREFERRED HOME SERVICES LIST

THE GROUP INC.
Real Estate



The following is a list of people who provide various home services regarding the sale or purchase of your home.

Electrical

Benton Electric, LLC	420-9039
MAC Electric	669-2464
Merit Electric	266-8100
Scott Binder Electric	567-1856
T's Electrical	224-5898
Warkentin Electric	304-6833

Heating/Cooling

A-1 Heating & Air Cond.	352-3500
Colorado Home Comfort	412-9559
Ellmann Service	223-3312
Northern Colorado Air, Inc.	223-8873
Poudre Valley Air	493-2050
Redline Heating & Cooling	663-6575

Roofing

Advanced Roofing	663-0203
Affordable Roofing	207-0000/481-8710
Atlas Roofing	484-7777
Denali Roofing	660-4417
Drennan Custom Contracting & Roofing	482-9100
Mark King Roofing	222-9517
Premier Siding & Roofing	222-3022
Schroeder Roofing	667-6777
5 Star Roofing & Gutters	663-0110

Plumbing

Action Plumbing & Heating	669-6093
Aggie Plumbing	226-9979
Aztec Plumbing & Heating	663-0233
Benjamin Franklin	669-8187
Ellmann Service	223-3312
Evans Plumbing	267-3482
Great Dane Plumbing	691-3263
Rams Plumbing	690-8997
Town & Country Plumbing	567-2205

Radon Testers

Accurate Property Insp.	667-6973
Advantage Property Insp.	980-9502
Home Safe Inspection	223-9298
Kearney and Associates	481-9275
National Inspection Services	484-1313
Procheck - KC Johnson	227-6898
Premier Property Inspection	229-0230
Presale Inspection	567-0914

For additional information about radon risk, testing, or mitigation:

City of Fort Collins Natural Resources Dept. 221-6600

Colorado Dept. of Public Health & Environ. 303-692-3442/800-846-3986, www.cdphe.state.co.us/hm/rad/radon

Radon Mitigation Contractors

Aspen Construct. (Gil Paben)	482-4218
Bwise Radon (Bryson Wise)	420-9470
Carlyle Carpentry (Bud Peterson)	227-8410/663-0165
Drennen Custom Contracting (Arnold Drennen)	482-9100
Northern Colorado Radon (Chapo Cartmell)	215-1874

Methamphetamine website:

<http://www.larimersheriff.org/MethLabs/>
<http://www.homefacts.com/methlabs/Colorado/Weld-County.html>

Mold Remediation

Accurate Property Insp.	667-6973
Colorado Mold Service	219-5190
Century Environmental Hygiene	266-8000
Servpro of Fort Collins	493-6335

Septic Systems

D & K Pumping	493-2409
Roto-Rooter-Larimer	482-3348
Roto-Rooter-Weld	356-7686

Stucco Inspectors

Home Safe Inspection (Gerald Tschikof)	223-9298/888-223-9298
Accurate Home Inspection (Tim Dyer)	667-6973
Advanced Insp. (Scott Irwin)	222-8077
Aspen Const. (Gil Paben)	482-4218
ProCheck (K.C. Johnson)	227-6898

Stucco Repair

Aspen Construct.	482-4218
Dryland Stucco	282-1018

Structural Engineering

Criterion-Maillet Engineers	224-4953/420-3548
Plaza Engineering (Sergio)	227-0015
Weeks & Assoc. (Gary Weeks)	225-2422
Wernsman Engineering (Stephen)	353-4463

Survey

Landmark Engineering	667-6286
Landstar Surveying (ILC only)	667-3294
Stewart and Associates	482-9331

Warranties

American Home Shield	1-800-735-4663
Blue Ribbon Home Warranty	1-800-571-0475
Old Republic Home Protection	1-800-445-6999

Stagers

Get it Together (Jamie Koenig)	691-1306
Home Matters (Pam Lampe)	669-5046
Setting the Stage Redesign(Kristin Stouffer)	217-9355
Moving Right Along (Kathy Lanning)	225-2284/213-4279
New Design LLC (Heather Edridge)	988-0716
Rossi Design (Michelle Voss)	377-2367/412-6981
The Competitive Edge (Denise Kuwitzky)	420-9945

Pest Control

National Inspection Services	484-1313
Terminex	495-9906
Enviropest (Craig)	888-681-9440

Movers

Affiliated Moving (Jim)	223-7875/481-7876
Exodus Moving (Jake or Jason)	484-1488
Pro Moving & Storage (Ben)	593-0909
Two Men & a Truck	686-6683
Watson Moving	586-MOVE

Sex Offender Web Sites:

www.larimer.org/maps/sexoffenders
www.weldsheriff.com/registeredsexoffenders

General Home Inspectors

		<u>Certification</u>
*Above Board Home Inspections (Scott Ternasky)	223-6692	ASHI
Advanced Home Inspections (Scott Irwin)	222-8077	NAHI
*Advantage Property Inspections (John Helden)	980-9502	ASHI
*Amerispec Home Inspection (Randy Eberl)	493-1906	Amerispec
*Applied Building Science Inspection (Jon Rudolph)	203-1250 / 877-203-1250	ASHI
Clark Home Inspections (Steve Clark)	396-9112	ASHI
Colorado Professional Inspect/ECO spec	430-1819	ASHI/RESNET
*Criterium-Maillet Engineers (LJ Maillet)	224-4953/420-3548	NABIE
*Eagle Eye Inspections (Steve McIntire)	373-4550	ASHI/NACHI
Engel Home Inspections, LLC (Chris Engel)	690-1292	
*Home Safe Inspection (Gerald Tschikof)	223-9298 / 888-223-9298	NACHI/EDI
*Home Team (Dan Hintz)	622-0760 / 215-5995	NACHI/AAHI/EDI
*KBar Assessments (Wes Knackstedt)	222-9469	ASHI/NEHA
*National Inspection Service	484-1313	NEHA/ASHI/IAQ/INACHI
*New Horizon Prof. Home Inspect. (Josh Green)	203-4844	NAHI
*Pillar to Post (Dan Devnes)	372-8052	ASHI
*Pillar to Post (Roger Bellendir)	686-6133	NAHI
Premier Property Inspection (Norm Wild)	229-0230	NACHI/Radon
*Presale Inspection, Inc. (Dan Wilson)	567-0914	NACHI/IAQ2
*ProCheck (K.C. Johnson)	227-6898	NACHI/NAHI/NIBI
R.I.T.E. Home Inspection (Fran Telarico)	302-2515	AHIT
*Scott Home Inspections (George Scott)	532-2424	ASHI
*Winding River Home Inspections (Kurt)	222-2104/303-774-1104	ASHI
*WIN Home Inspections (Dennis Lochard)	866-464-4946	NAHI

**Inspector carries Errors & Omissions Insurance*

Green = Inspectors that provide Energy Audits

Websites: www.ashi.org; www.nahi.org; www.home-inspect.com; www.nachi.org; www.ashi.com

There are numerous competitors in the marketplace for this kind of service. Although The Group, Inc. cannot be responsible for the several individuals and companies listed on this sheet, we do know that they have been utilized in the past by other homeowners. Each should be happy to provide you with a list of past clients to assist you in making your decision. Prior to making your decision you will want to review each policy carefully as well as consider the reputation of each company. 4/6/11

Utility Companies

THE UTILITY COMPANIES BELOW REQUIRE THE PURCHASERS TO MAKE THE NECESSARY REQUEST FOR TRANSFER OF UTILITIES. **THE GROUP, INC.** IS PLEASED TO PROVIDE THE TELEPHONE NUMBERS OF THE APPROPRIATE UTILITY COMPANIES FOR YOUR INFORMATION.

THE **GROUP** INC.
Real Estate



YOUR HOME IS SERVICED BY THE FOLLOWING UTILITY COMPANIES:

A PHONE CALL TO ALL OF THE BELOW WILL EFFECT A CHANGE OF BILLING INTO YOUR NAME.

- ___ **Atmos Energy**
1-888-442-1313
- ___ **AT&T Broadband**
(Windsor cable)
3737 W. 10th, Greeley, 80634
970-351-0669
- ___ **Central Weld Water**
2235 2nd Ave., Greeley, 80631
970-352-1284
- ___ **Century Tell**
(Town Severance)
800-350-9720
- ___ **Cherry Hills Sanitation**
(Sewer)
512 N. Link Lane
493-6130 (title company to handle at closing)
- ___ **City of Evans**
(Water)
970-339-5344
- ___ **City of Fort Collins**
(Water, Sewer, Electric)
330 S. College Ave.
970-212-2900
- ___ **City of Greeley**
(Water, Sewer, Storm)
1000 10th Street
970-350-9729
- ___ **City of Loveland**
(Water, Sewer, Electric)
500 E. 3rd St
970-962-2111
- ___ **City of Milliken**
(Cable)
800-480-7020
- ___ **City of Milliken**
(Water, sewer)
970-587-4331
- ___ **City of Platteville**
970-785-2245
- ___ **Comcast Cable**
1201 University Ave.
(888-824-4010)
- ___ **Fort Collins/Loveland Water District**
(Water)
5150 Snead Dr.
970-226-3104
- ___ **Source Gas**
(Gas)
800-563-0012
- ___ **KIVA**
(Cable TV)
333 N. HWY 287
970-221-1678
- ___ **Little Thompson**
(Water)
835 E. HWY 56, Berthoud, 80513
970-532-2096
- ___ **Mail Box Key**
US Post Office
301 E. Boardwalk, Ft. Collins, 80525
970-225-4100

Utility Companies

___ **North Weld Water**

(Water)
970-356-3020

___ **Northern Co. Water**

(Water)
PO BOX 415
970-568-3975

___ **Poudre Valley Rural Electric**

(REA)
(Electric)
PO BOX 277550
970-226-1234

___ **QWEST**

(Phone)
800-244-1111

___ **South Fort Collins Sanitation
District**

(Sewer)
970-226-3104

___ **Spring Canyon H2O**

(Water, Sewer)
970-226-5605

___ **Town of Berthoud**

(Water)
970-532-2643

___ **Town of Eaton**

(Water, Sewer)
223 1st St, Eaton, 80615
970-454-3338

___ **Town of Estes Park**

(Water, Electric)
170 McGregor Ave
970-586-5331

___ **Town of Johnstown**

(Water, Sewer, Trash)
101 Charlotte
970-587-4664

___ **Town of Pierce**

(Water, Sewer, Drainage, Trash)
240 E. Main, Pierce, 80650
970-834-2851

___ **Town of Severance**

(Water)
970-686-1218

___ **Town of Wellington**

(Water)
970-568-3381

___ **Town of Windsor**

(Sewer, Water)
301 Walnut
970-686-7476

___ **West Fort Collins Water**

(Water)
PO BOX 426, Laporte
970-484-4881

___ **Xcel Energy**

(Gas, Electric)
800-895-4999

YOU MUST GO INTO ELCO AND BOXELDER TO GIVE THEM A DEPOSIT AND EFFECT A TRANSFER OF SERVICE. ELCO REQUIRES YOU GO IN PRIOR TO CLOSING OR BY NOON THE NEXT BUSINESS DAY AFTER CLOSING TO FILL OUT AN APPLICATION IN PERSON.

___ **EAST LARIMER COUNTY
WATER DISTRICT (ELCO)**

(Water)
232 S. Link Lane
493-2044

___ **BOXELDER SANITATION**

(Sewer)
3201 E. Mulberry, Unit Q
P.O. Box 1518
498-0604

Types of Floodplains

For regulations purposes, floodplains are divided into three categories: Poudre River, FEMA Basins and City Basins.

- **FEMA Basins**

The FEMA floodplains cover only the major drainages.

The Poudre River is an example of a FEMA designated floodplain with a relatively natural channel.

- **City Basins**

The City of Fort Collins has adopted additional City-designated floodplains which further identify the flood hazard. Some of the flooding in the City-designated floodplains of Old Town and Canal Importation is due to spills from irrigation canals or undersized storm sewers resulting in overland flooding. Just because a property is not in a FEMA-designated floodplain or is not near a creek does not mean there is less chance of flooding.

Mountain Avenue is an example of a City-designated floodplain. The streets carry the floodwater but when there is too much water, the water flows across yards and sometimes into homes or businesses.



The Poudre River



Mountain Avenue

Floodplain	FEMA Basin	City Basin	Poudre River
Boxelder Creek	X		
Canal Importation		X	
Cooper Slough	X		
Dry Creek	X		
Foothills Channel		X	
Fossil Creek		X	
Fox Meadow		X	
Mail Creek		X	
McClellands		X	
Old Town		X	
Poudre River			X
Spring Creek	X		
West Vine		X	