

Leaders in Real Estate

OWNERSHIP

In 1976, The Group Real Estate was founded with a vision of being "the source" of real estate knowledge in our market. For over a quarter century, we have built a reputation for results based on our commitment to:

Making it easier for our customers to buy and sell real estate; Being "the source" of real estate knowledge; Being leaders in real estate innovation; and Being leaders in helping build a great community.



Lake Loveland Loveland, Colorado



Union Colony Civic Center Greeley, Colorado



Water Valley Golf Course Windsor, Colorado

VISION



Horsetooth Reservoir Fort Collins, Colorado



"The Greeters" Mariana Butte Golf Course, Loveland, Colorado



Boyd Lake Loveland, Colorado



Colorado Eagles Loveland, Colorado



Downtown Fort Collins Colorado



Water Valley Golf Course Windsor, Colorado



University of Northern Colorado Greeley, Colorado

TEAMWORK



Greeley Independence Stampede Greeley, Colorado



Downtown Windsor Colorado



New West Fest Fort Collins, Colorado



Fly Fishing, Poudre River Fort Collins, Colorado



Colorado State University Fort Collins, Colorado



The Promenade Shops at Centerra Loveland, Colorado



Elk, Rocky Mountain National Park, Colorado

The Group Real Estate was founded in 1976 by 11 real estate professionals who wanted to create a real estate company owned equally by its sales associates and staff. Our goal was to create a company that would attract and keep the best and brightest real estate people and create an environment where we could work together as a team to provide value to our customers.

> Today, The Group consists of over 200 owners located in six offices throughout Northern Colorado. *RealTrends* magazine consistently ranks The Group as one of the top real estate firms in America. More importantly, customers chose The Group to help them with over 36% of all the real estate transactions in Northern Colorado last year.

We are a locally owned, independent company. Decisions are made right here. We live here, work here, and raise our families here. Group partners are active in our communities, serving on boards and commissions, chairing fundraisers, coaching little league teams, and volunteering in the classroom. We invest our time and money in Northern Colorado. We are committed to helping build a great community - and a great place to live.

SYNERGY

LOCATION CATION



Harmony Office 2803 E. Harmony Road Fort Collins, CO 80528 970.229.0700



Horsetooth Office 375 E. Horsetooth Road Fort Collins, CO 80525 970.223.0700



Mulberry Office 401 W. Mulberry Street Fort Collins, CO 80521 970.221.0700



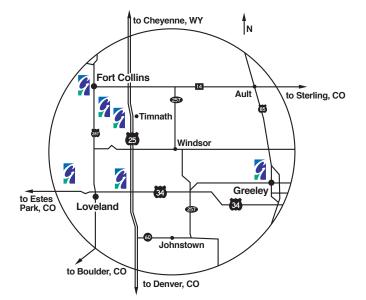
<u>Greeley Office</u> 3257 W. 20th Street Greeley, CO 80634 **970.392.0700**



Centerra Office in Loveland 5401 Stone Creek Circle Loveland, CO 80538 970.613.0700



Loveland Office 1401 W. 29th Street Loveland, CO 80538 970.663.0700





www.thegroupinc.com



Cover Photo: Longs Peak at Bear Lake, RMNP © David L. Clack, Colorado Photographics, Inc., www.coloradophotographics.com

www.thegroupinc.com



www.thegroupinc.com has many features to help you when you are buying or selling a home.

My HomeSearch!

My HomeSearch! gives you the ability to choose criteria for the type of property you are looking for. When new listings come on the market that meet your criteria, you will receive notification in your email box. You can save properties you like in "My Favorites" to view again or email listings to your friends and family.

What's My Home Worth?

What's My Home Worth? provides an instant range of valuation of any property and includes three comparable properties just by entering the address. Curious about what your home is worth? You will have an estimate within seconds. This information is based on public records and does not take into account special features in some homes. A Group REALTOR® will be happy to provide additional information.

Mortgage Calculator

Wonder what your payment will be? Visit our Mortgage Calculator and instantly find out. It is simple and is a necessary tool when there are decisions to be made.

The Group Guaranteed Mortgage

Need a loan? The Group Guaranteed Mortgage offers very competitive rates and service that is guaranteed! Visit our web site to find out more. Loan officers in each of The Group's seven offices are available to answer your questions and make the loan process fast and simple – we guarantee it!

Interactive Map-Based Search

Virtual Earth map-based searches, powered by Microsoft, enable a visitor to locate a particular area and available listings that match their requirements. A zoom function allows the viewer to see the property location relative to shopping, schools, parks, recreation facilities, hospitals, and other points of interest.

New On The Market

Properties listed within the last seven days are segregated for easy viewing giving visitors the opportunity to quickly see what is new on the market.

Open Houses

Find out what homes are being held open for your viewing this coming weekend.



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Leaders in Real Estate

Founded in 1976

Nature of Business

Residential and Commercial Real Estate Brokerage Services.

Slogan

The Group, Inc. - Leaders in Real Estate.

Philosophy

The greater the correlation between the goals of the individual and the goals of the organization, the greater the success.

Unique Factor

Sales Associates and Employees own the firm. 1976 – 11 owners. 2009 – 250 owners.

Sales Growth

1976 - \$8,000,000 2008 - \$1,000,788,680

Locations

Six Offices in Northern Colorado.

Harmony Office 2803 E. Harmony Road Fort Collins, CO 80528 970.229.0700

Horsetooth Office 375 E. Horsetooth Road Fort Collins, CO 80525 970.223.0700

<u>Mulberry Office</u> 401 W. Mulberry Street Fort Collins, CO 80521 970.221.0700

Loveland Office

1401 W. 29th Street Loveland, CO 80538 970.663.0700

Centerra Office in Loveland

5401 Stone Creek Circle Loveland, CO 80538 970.613.0700

Greeley Office

3257 W. 20th Street Greeley, CO 80634 970.392.0700

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Fact Sheet

Founded in 1976

Nature of Business Residential and Commercial Real Estate Brokerage Services.

Slogan The Group, Inc., – Leaders in Real Estate.

Sales Growth 1976 - \$8,000,000. 2010 - \$922,339,823.

Industry Accomplishments

Fort Collins' leading real estate firm in dollar volume since 1976.

Involved in 36% of all real estate sold in Northern Colorado.

Top CARHOF Contributor for Fort Collins Board of REALTORS® in 2008 by Colorado Association of REALTORS®.

Most productive company in the United States measured by transactions per associate in 2004 by REALTOR® magazine.

Fort Collins Coloradoan 'Best in the Business - Corporate Citizen' in 2004.

Corporate Citizen of The Year in 2004 by the Fort Collins Coloradoan.

Torch Award for Marketplace Ethics in 2004, Mountain States Better Business Bureau.

100 Best Businesses by Fort Collins Area Chamber of Commerce.

Best Logo Design in Colorado and Wyoming in 1991 -Marketing and Advertising Council Award.

Philosophy

The greater the correlation between the goals of the individual and the goals of the organization, the greater the success.

Unique Factor

Sales Associates and Employees own the firm. 1976 - 11 owners. 2010 - 200 owners.

Most productive company in the United States based on sales volume per sales associate and number of transaction sides closed per sales associate in 2001 by REALTOR® magazine.

#1 Independent real estate firm in the United States in productivity per person for 1991, 1992, 1993, 1994 by RealTrends, Dallas.

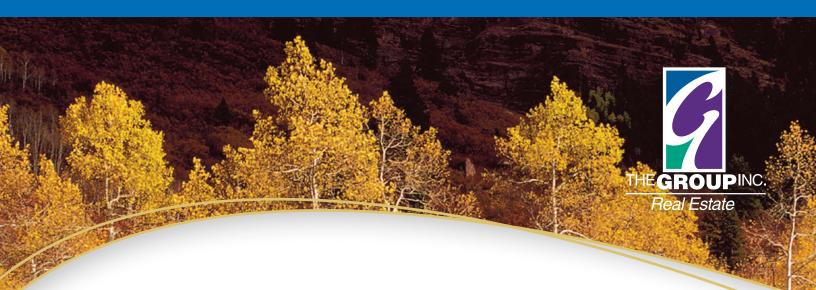
Ranked in the top 100 Big Brokers Report published by *RealTrends* every year since 1991 and *National Relocation and Real Estate* magazine every year since 1999 and REALTOR® magazine.

One of the six most innovative real estate companies in the United States in 1993 by Hobbs and Herder Marketing, Los Angeles.

The Group, Inc. Real Estate Source named the best classified advertising in Colorado in 1993 and 1995 by Colorado Press Association.

Entrepreneur of the Year in 1994 by Fort Collins, Inc.

Nationally ranked in transaction sides in 2010 – 112th by RealTrends; 94th by RIS Media Power Broker Report; 114th by REALTOR® magazine.



Community Contributions

Colorado Business and the Arts Award – Finalist for raising over \$40,000 for the Fort Collins Symphony through three "Symphony of Homes" shows.

United Way Pacesetter Award – only company to be given this award four times.

Awards full-tuition scholarships each year to students in the Colorado State University College of Business.

Charitable

Colorado State University College of Business Everitt Center for Real Estate at Colorado State University Fort Collins Symphony Orchestra Poudre Valley Hospital Foundation Larimer County Partners Multiple Sclerosis Society High Plains Arts Council Sculpture in the Park Colorado State University Athletic Department University of Northern Colorado -

Monfort College of Business

Educational

Tom Peters Event – Lincoln Center (won "Colorado Event of the Year" by American Marketing Association)

Dr. Arlene Blum - Climbing Your Own Everests

Dr. Willard Daggat – Excellence in Education

\$100,000 Gift to Everitt Center for Real Estate at Colorado State University in 2005.

United Way Leadership Award, 2000, 2001, 2002, 2003 and 2004 – earned for raising over \$76,000 in internal campaign in 2000, over \$108,000 in 2001, \$255,000 in 2002, \$350,000 in 2003, \$354,000 in 2004, \$315,000 in 2005, \$250,000 in 2006, \$305,000 in 2007, \$254,389 in 2008, \$222,500 in 2009, \$215,000 in 2010.

Christmas on Wheels

Make-A-Wish Foundation of of Colorado, Inc.,

Alzheimer's Association

American Cancer Society - Relay for Life

Boys and Girls Clubs of Larimer and Weld Counties

Respite Care

Greeley Stampede

American Red Cross

Hospice of Larimer County

Project Self Sufficiency

Jim Collins – Good to Great Dr. Edwin Freidman – Leadership for the 90's Doug Krug and Ed Oakley – Enlightened Leadership John Goddard – World Adventurer and Goal Setter

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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



Welcome to SureClose®



GROUPINC

me L	ogin Contact Us
ease	enter your Username and Password to login
	Login: Password: Login Remember my password Request password?
	Terms and Conditions Privacy Statement Current Release Notes
-	Welcome Login Contact Us

24/7 secure online access to your real estate transaction file through <u>www.thegroupinc.com</u> 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.



Fort Collins Area Single Family Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	6	5	2.50	4
\$80,000 - \$99,999	4	13	9.75	9
\$100,000 - \$119,999	2	15	22.50	4
\$120,000 - \$139,999	13	34	7.85	16
\$140,000 - \$159,999	22	50	6.82	37
\$160,000 - \$179,999	43	82	5.72	59
\$180,000 - \$199,999	40	111	8.32	86
\$200,000 - \$219,999	51	101	5.94	71
\$220,000 - \$239,999	25	103	12.36	73
\$240,000 - \$259,999	34	92	8.12	73
\$260,000 - \$279,999	28	79	8.46	51
\$280,000 - \$299,999	16	76	14.25	57
\$300,000 - \$319,999	20	54	8.10	39
\$320,000 - \$339,999	16	57	10.69	33
\$340,000 - \$359,999	10	39	11.70	24
\$360,000 - \$379,999	7	34	14.57	15
\$380,000 - \$399,999	2	32	48.00	16
\$400,000 - \$419,999	5	16	9.60	8
\$420,000 - \$439,999	6	32	16.00	11
\$440,000 - \$459,999	8	14	5.25	8
\$460,000 - \$479,999	8	19	7.13	12
\$480,000 - \$499,999	6	26	13.00	13
\$500,000 - \$519,999	3	9	9.00	5
\$520,000 - \$539,999	0	14	~	7
\$540,000 - \$559,999	1	10	30.00	7
\$560,000 - \$579,999	1	12	36.00	6
\$580,000 - \$599,999	0	13	~	8
\$600,000 - \$619,999	1	6	18.00	3
\$620,000 - \$639,999	0	8	~	3
\$640,000 - \$659,999	1	13	39.00	3
\$660,000 - \$679,999	0	5	~	3
\$680,000 - \$699,999	0	8	~	3
\$700,000 - Over	8	81	30.38	42
Totals	387	1263	9.79	809

Total Sold Value: \$102,305,077 Average Sold Price: \$264,354

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	73	89	3.66	92
\$80,000 - \$99,999	26	57	6.58	35
\$100,000 - \$119,999	35	65	5.57	59
\$120,000 - \$139,999	43	83	5.79	72
\$140,000 - \$159,999	30	91	9.10	65
\$160,000 - \$179,999	40	90	6.75	71
\$180,000 - \$199,999	38	89	7.03	66
\$200,000 - \$219,999	20	61	9.15	47
\$220,000 - \$239,999	13	57	13.15	36
\$240,000 - \$259,999	15	41	8.20	19
\$260,000 - \$279,999	7	31	13.29	20
\$280,000 - \$299,999	10	37	11.10	20
\$300,000 - \$319,999	7	20	8.57	8
\$320,000 - \$339,999	3	15	15.00	8
\$340,000 - \$359,999	6	12	6.00	4
\$360,000 - \$379,999	5	10	6.00	7
\$380,000 - \$399,999	4	21	15.75	6
\$400,000 - \$419,999	1	5	15.00	2
\$420,000 - \$439,999	0	2	~	3
\$440,000 - \$459,999	0	5	~	3
\$460,000 - \$479,999	1	6	18.00	3
\$480,000 - \$499,999	1	5	15.00	3
\$500,000 - \$519,999	0	1	~	1
\$520,000 - \$539,999	0	6	~	5
\$540,000 - \$559,999	0	5	~	4
\$560,000 - \$579,999	1	4	12.00	3
\$580,000 - \$599,999	0	3	~	2
\$600,000 - \$619,999	0	1	~	1
\$620,000 - \$639,999	0	1	~	1
\$640,000 - \$659,999	0	4	~	1
\$660,000 - \$679,999	0	1	~	0
\$680,000 - \$699,999	0	3	~	3
\$700,000 - Over	2	20	30.00	5
Totals	381	941	7.41	675

Greeley Area Single Family Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

Total Sold Value: \$61,964,410 Average Sold Price: \$162,636

Loveland/Berthoud Area Single Family Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	3	7	7.00	10
\$80,000 - \$99,999	7	7	3.00	6
\$100,000 - \$119,999	10	11	3.30	10
\$120,000 - \$139,999	12	22	5.50	16
\$140,000 - \$159,999	23	52	6.78	36
\$160,000 - \$179,999	30	73	7.30	44
\$180,000 - \$199,999	31	81	7.84	56
\$200,000 - \$219,999	22	74	10.09	57
\$220,000 - \$239,999	13	58	13.38	44
\$240,000 - \$259,999	15	51	10.20	23
\$260,000 - \$279,999	10	45	13.50	26
\$280,000 - \$299,999	10	32	9.60	21
\$300,000 - \$319,999	5	27	16.20	18
\$320,000 - \$339,999	3	40	40.00	20
\$340,000 - \$359,999	6	30	15.00	18
\$360,000 - \$379,999	1	25	75.00	9
\$380,000 - \$399,999	4	25	18.75	15
\$400,000 - \$419,999	5	13	7.80	5
\$420,000 - \$439,999	2	16	24.00	10
\$440,000 - \$459,999	2	9	13.50	4
\$460,000 - \$479,999	3	8	8.00	6
\$480,000 - \$499,999	2	14	21.00	5
\$500,000 - \$519,999	0	4	~	1
\$520,000 - \$539,999	1	7	21.00	4
\$540,000 - \$559,999	0	5	~	2
\$560,000 - \$579,999	1	14	42.00	5
\$580,000 - \$599,999	0	7	~	5
\$600,000 - \$619,999	1	4	12.00	2
\$620,000 - \$639,999	1	4	12.00	1
\$640,000 - \$659,999	3	3	3.00	3
\$660,000 - \$679,999	1	4	12.00	2
\$680,000 - \$699,999	1	7	21.00	4
\$700,000 - Over	3	61	61.00	14
Totals	231	840	10.91	502

Total Sold Value: \$55,714,956 Average Sold Price: \$241,190

Windsor/Severance Area Single Family Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	0	0	~	1
\$80,000 - \$99,999	0	0	~	0
\$100,000 - \$119,999	2	1	1.50	1
\$120,000 - \$139,999	1	4	12.00	3
\$140,000 - \$159,999	6	10	5.00	9
\$160,000 - \$179,999	4	20	15.00	9
\$180,000 - \$199,999	8	26	9.75	15
\$200,000 - \$219,999	15	25	5.00	22
\$220,000 - \$239,999	3	20	20.00	15
\$240,000 - \$259,999	3	18	18.00	7
\$260,000 - \$279,999	4	13	9.75	10
\$280,000 - \$299,999	2	13	19.50	9
\$300,000 - \$319,999	5	12	7.20	13
\$320,000 - \$339,999	2	11	16.50	5
\$340,000 - \$359,999	4	8	6.00	7
\$360,000 - \$379,999	5	14	8.40	7
\$380,000 - \$399,999	2	15	22.50	9
\$400,000 - \$419,999	3	21	21.00	13
\$420,000 - \$439,999	5	15	9.00	10
\$440,000 - \$459,999	3	14	14.00	7
\$460,000 - \$479,999	2	9	13.50	5
\$480,000 - \$499,999	1	8	24.00	6
\$500,000 - \$519,999	2	6	9.00	2
\$520,000 - \$539,999	3	8	8.00	7
\$540,000 - \$559,999	1	6	18.00	4
\$560,000 - \$579,999	3	3	3.00	4
\$580,000 - \$599,999	1	7	21.00	4
\$600,000 - \$619,999	0	1	~	1
\$620,000 - \$639,999	1	2	6.00	1
\$640,000 - \$659,999	1	3	9.00	0
\$660,000 - \$679,999	1	2	6.00	2
\$680,000 - \$699,999	0	4	~	2
\$700,000 - Over	2	28	42.00	8
Totals	95	347	10.96	218

Total Sold Value: \$31,023,568 Average Sold Price: \$326,564

Fort Collins Area Single Family Residential Housing Supply and Demand
Sold Properties Listed By The Group
1/1/2011 to 3/31/2011

	# SFR # SFR		Months of	# SFR Listed
	Sold	Active	Inventory	New This Quarter
	(Demand)	(Supply)	inventory	New This Quarter
Under - \$79,999	0	2	~	0
\$80,000 - \$99,999	1	2	6.00	2
\$100,000 - \$119,999	1	2	6.00	0
\$120,000 - \$139,999	1	1	3.00	1
\$140,000 - \$159,999	3	6	6.00	6
\$160,000 - \$179,999	4	15	11.25	9
\$180,000 - \$199,999	10	26	7.80	17
\$200,000 - \$219,999	19	22	3.47	20
\$220,000 - \$239,999	8	30	11.25	26
\$240,000 - \$259,999	9	11	3.67	6
\$260,000 - \$279,999	13	22	5.08	19
\$280,000 - \$299,999	4	19	14.25	20
\$300,000 - \$319,999	6	13	6.50	12
\$320,000 - \$339,999	9	17	5.67	7
\$340,000 - \$359,999	2	12	18.00	7
\$360,000 - \$379,999	1	12	36.00	4
\$380,000 - \$399,999	1	10	30.00	7
\$400,000 - \$419,999	0	4	~	2
\$420,000 - \$439,999	2	7	10.50	2
\$440,000 - \$459,999	2	10	15.00	6
\$460,000 - \$479,999	5	3	1.80	1
\$480,000 - \$499,999	3	6	6.00	4
\$500,000 - \$519,999	1	4	12.00	3
\$520,000 - \$539,999	0	5	~	2
\$540,000 - \$559,999	1	3	9.00	4
\$560,000 - \$579,999	1	6	18.00	4
\$580,000 - \$599,999	0	6	~	3
\$600,000 - \$619,999	0	2	~	1
\$620,000 - \$639,999	0	4	~	2
\$640,000 - \$659,999	1	6	18.00	1
\$660,000 - \$679,999	0	3	~	2
\$680,000 - \$699,999	0	1	~	0
\$700,000 - Over	3	24	24.00	13
Totals	111	316	8.54	213

Greeley Area Single Family Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	(Demand)	(Supply) 7	4.20	4
\$80,000 - \$99,999	1	4	12.00	2
\$100,000 - \$119,999	3	2	2.00	0
\$120,000 - \$139,999	4	3	2.25	5
\$140,000 - \$159,999	5	18	10.80	12
\$160,000 - \$179,999	4	14	10.50	7
\$180,000 - \$199,999	5	14	8.40	10
\$200,000 - \$219,999	3	6	6.00	6
\$220,000 - \$239,999	4	13	9.75	12
\$240,000 - \$259,999	2	12	18.00	3
\$260,000 - \$279,999	1	5	15.00	3
\$280,000 - \$299,999	2	5	7.50	1
\$300,000 - \$319,999	0	5	~	3
\$320,000 - \$339,999	0	1	~	0
\$340,000 - \$359,999	1	2	6.00	1
\$360,000 - \$379,999	2	0	0.00	0
\$380,000 - \$399,999	0	4	~	1
\$400,000 - \$419,999	0	1	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	1	~	0
\$480,000 - \$499,999	0	1	~	1
\$500,000 - \$519,999	0	0	~	0
\$520,000 - \$539,999	0	1	~	1
\$540,000 - \$559,999	0	0	~	0
\$560,000 - \$579,999	0	0	~	0
\$580,000 - \$599,999	0	1	~	1
\$600,000 - \$619,999	0	0	~	0
\$620,000 - \$639,999	0	0	~	0
\$640,000 - \$659,999	0	1	~	0
\$660,000 - \$679,999	0	1	~	0
\$680,000 - \$699,999	0	0	~	0
\$700,000 - Over	1	1	3.00	0
Totals	43	123	8.58	73

Loveland/Berthoud Area Single Family Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	0	0	~	0
\$80,000 - \$99,999	0	0	~	0
\$100,000 - \$119,999	1	1	3.00	1
\$120,000 - \$139,999	3	1	1.00	2
\$140,000 - \$159,999	4	7	5.25	5
\$160,000 - \$179,999	4	9	6.75	5
\$180,000 - \$199,999	10	13	3.90	12
\$200,000 - \$219,999	3	11	11.00	9
\$220,000 - \$239,999	4	11	8.25	9
\$240,000 - \$259,999	8	6	2.25	5
\$260,000 - \$279,999	1	8	24.00	3
\$280,000 - \$299,999	3	9	9.00	4
\$300,000 - \$319,999	2	6	9.00	4
\$320,000 - \$339,999	0	5	~	4
\$340,000 - \$359,999	1	9	27.00	8
\$360,000 - \$379,999	0	4	~	0
\$380,000 - \$399,999	0	4	~	3
\$400,000 - \$419,999	1	2	6.00	2
\$420,000 - \$439,999	2	4	6.00	1
\$440,000 - \$459,999	0	2	~	0
\$460,000 - \$479,999	1	0	0.00	1
\$480,000 - \$499,999	1	7	21.00	3
\$500,000 - \$519,999	0	0	~	0
\$520,000 - \$539,999	1	0	0.00	0
\$540,000 - \$559,999	0	0	~	0
\$560,000 - \$579,999	0	3	~	2
\$580,000 - \$599,999	0	0	~	0
\$600,000 - \$619,999	1	0	0.00	0
\$620,000 - \$639,999	0	0	~	0
\$640,000 - \$659,999	0	1	~	1
\$660,000 - \$679,999	1	2	6.00	1
\$680,000 - \$699,999	0	2	~	2
\$700,000 - Over	2	12	18.00	3
Totals	54	139	7.72	90

Windsor/Severance Area Single Family Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# SFR Sold (Demand)	# SFR Active (Supply)	Months of Inventory	# SFR Listed New This Quarter
Under - \$79,999	0	0	~	0
\$80,000 - \$99,999	0	0	~	0
\$100,000 - \$119,999	0	1	~	0
\$120,000 - \$139,999	0	1	~	0
\$140,000 - \$159,999	1	2	6.00	1
\$160,000 - \$179,999	0	1	~	0
\$180,000 - \$199,999	1	3	9.00	1
\$200,000 - \$219,999	3	3	3.00	3
\$220,000 - \$239,999	0	8	~	5
\$240,000 - \$259,999	0	11	~	4
\$260,000 - \$279,999	1	6	18.00	5
\$280,000 - \$299,999	0	7	~	3
\$300,000 - \$319,999	1	5	15.00	3
\$320,000 - \$339,999	1	5	15.00	2
\$340,000 - \$359,999	0	2	~	2
\$360,000 - \$379,999	3	4	4.00	4
\$380,000 - \$399,999	1	5	15.00	3
\$400,000 - \$419,999	1	6	18.00	5
\$420,000 - \$439,999	4	5	3.75	4
\$440,000 - \$459,999	1	1	3.00	1
\$460,000 - \$479,999	0	3	~	2
\$480,000 - \$499,999	0	4	~	2
\$500,000 - \$519,999	1	4	12.00	1
\$520,000 - \$539,999	0	4	~	4
\$540,000 - \$559,999	0	2	~	1
\$560,000 - \$579,999	3	0	0.00	2
\$580,000 - \$599,999	0	2	~	1
\$600,000 - \$619,999	0	0	~	0
\$620,000 - \$639,999	1	1	3.00	1
\$640,000 - \$659,999	1	1	3.00	0
\$660,000 - \$679,999	1	0	0.00	1
\$680,000 - \$699,999	0	2	~	0
\$700,000 - Over	1	7	21.00	2
Totals	26	106	12.23	63

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	6	2	1.00	3
\$80,000 - \$99,999	9	19	6.33	15
\$100,000 - \$119,999	18	35	5.83	28
\$120,000 - \$139,999	11	56	15.27	41
\$140,000 - \$159,999	15	43	8.60	27
\$160,000 - \$179,999	17	41	7.24	21
\$180,000 - \$199,999	9	25	8.33	18
\$200,000 - \$219,999	6	25	12.50	18
\$220,000 - \$239,999	4	16	12.00	6
\$240,000 - \$259,999	4	15	11.25	11
\$260,000 - \$279,999	0	5	~	2
\$280,000 - \$299,999	2	6	9.00	5
\$300,000 - \$319,999	1	0	0.00	0
\$320,000 - \$339,999	1	1	3.00	0
\$340,000 - \$359,999	0	2	~	1
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	2	~	1
\$400,000 - \$419,999	0	4	~	3
\$420,000 - \$439,999	0	1	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	2	~	1
Totals	103	300	8.74	201

Fort Collins Area Attached Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

Total Sold Value: \$15,894,059 Average Sold Price: \$154,311 Based on information from IRES, LLC for dates noted above.

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	13	17	3.92	18
\$80,000 - \$99,999	5	21	12.60	12
\$100,000 - \$119,999	7	23	9.86	14
\$120,000 - \$139,999	5	16	9.60	10
\$140,000 - \$159,999	3	11	11.00	8
\$160,000 - \$179,999	0	12	~	6
\$180,000 - \$199,999	0	7	~	2
\$200,000 - \$219,999	1	1	3.00	1
\$220,000 - \$239,999	0	1	~	3
\$240,000 - \$259,999	0	2	~	0
\$260,000 - \$279,999	0	1	~	0
\$280,000 - \$299,999	0	0	~	0
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	0	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	34	112	9.88	74

Greeley Area Attached Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

 Total Sold Value:
 \$3,264,360
 Average Sold Price:
 \$96,011

 Based on information from IRES, LLC for dates noted above.

Loveland/Berthoud Area Attached Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	0	2	~	1
\$80,000 - \$99,999	0	2	~	1
\$100,000 - \$119,999	5	9	5.40	4
\$120,000 - \$139,999	5	26	15.60	18
\$140,000 - \$159,999	1	38	114.00	27
\$160,000 - \$179,999	11	14	3.82	16
\$180,000 - \$199,999	2	8	12.00	4
\$200,000 - \$219,999	0	2	~	1
\$220,000 - \$239,999	1	1	3.00	1
\$240,000 - \$259,999	0	5	~	4
\$260,000 - \$279,999	1	2	6.00	0
\$280,000 - \$299,999	1	0	0.00	0
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	1	0	0.00	0
\$380,000 - \$399,999	0	2	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	1	~	1
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	28	112	12.00	78

Total Sold Value: \$4,725,100 Average Sold Price: \$168,754 Based on information from IRES, LLC for dates noted above.

Windsor/Severance Area Attached Residential Housing Supply and Demand 1/1/2011 to 3/31/2011

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	0	2	~	1
\$80,000 - \$99,999	0	1	~	2
\$100,000 - \$119,999	2	3	4.50	3
\$120,000 - \$139,999	0	2	~	3
\$140,000 - \$159,999	2	0	0.00	1
\$160,000 - \$179,999	1	1	3.00	0
\$180,000 - \$199,999	3	1	1.00	2
\$200,000 - \$219,999	0	0	~	0
\$220,000 - \$239,999	1	0	0.00	0
\$240,000 - \$259,999	0	1	~	1
\$260,000 - \$279,999	0	2	~	0
\$280,000 - \$299,999	0	2	~	1
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	0	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	9	15	5.00	14

 Total Sold Value:
 \$1,458,750
 Average Sold Price:
 \$162,083

 Based on information from IRES, LLC for dates noted above.

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	1	1	3.00	1
\$80,000 - \$99,999	5	3	1.80	3
\$100,000 - \$119,999	4	9	6.75	9
\$120,000 - \$139,999	4	14	10.50	11
\$140,000 - \$159,999	5	16	9.60	6
\$160,000 - \$179,999	4	20	15.00	7
\$180,000 - \$199,999	1	10	30.00	7
\$200,000 - \$219,999	3	8	8.00	5
\$220,000 - \$239,999	1	7	21.00	1
\$240,000 - \$259,999	4	7	5.25	4
\$260,000 - \$279,999	0	4	~	1
\$280,000 - \$299,999	1	3	9.00	3
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	1	1	3.00	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	0	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	1	~	1
Totals	34	104	9.18	59

Fort Collins Area Attached Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

Greeley Area Attached Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	0	0	~	0
\$80,000 - \$99,999	0	2	~	2
\$100,000 - \$119,999	0	3	~	1
\$120,000 - \$139,999	0	0	~	0
\$140,000 - \$159,999	0	4	~	3
\$160,000 - \$179,999	0	2	~	1
\$180,000 - \$199,999	0	2	~	0
\$200,000 - \$219,999	0	0	~	0
\$220,000 - \$239,999	0	0	~	0
\$240,000 - \$259,999	0	0	~	0
\$260,000 - \$279,999	0	0	~	0
\$280,000 - \$299,999	0	0	~	0
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	0	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	0	13	~	7

Loveland/Berthoud Area Attached Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	0	0	~	0
\$80,000 - \$99,999	0	0	~	0
\$100,000 - \$119,999	0	2	~	1
\$120,000 - \$139,999	1	7	21.00	4
\$140,000 - \$159,999	0	9	~	8
\$160,000 - \$179,999	6	8	4.00	7
\$180,000 - \$199,999	1	1	3.00	0
\$200,000 - \$219,999	0	1	~	1
\$220,000 - \$239,999	1	1	3.00	1
\$240,000 - \$259,999	0	2	~	2
\$260,000 - \$279,999	1	2	6.00	0
\$280,000 - \$299,999	0	0	~	0
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	1	0	0.00	0
\$380,000 - \$399,999	0	2	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	11	35	9.55	24

Windsor/Severance Area Attached Residential Housing Supply and Demand Sold Properties Listed By The Group 1/1/2011 to 3/31/2011

	# Attach Sold (Demand)	# Attach Active (Supply)	Months of Inventory	# Attach Listed New This Quarter
Under - \$79,999	0	0	~	0
\$80,000 - \$99,999	0	0	~	0
\$100,000 - \$119,999	1	0	0.00	1
\$120,000 - \$139,999	0	1	~	1
\$140,000 - \$159,999	1	0	0.00	0
\$160,000 - \$179,999	0	0	~	0
\$180,000 - \$199,999	0	0	~	0
\$200,000 - \$219,999	0	0	~	0
\$220,000 - \$239,999	0	0	~	0
\$240,000 - \$259,999	0	0	~	0
\$260,000 - \$279,999	0	1	~	0
\$280,000 - \$299,999	0	0	~	0
\$300,000 - \$319,999	0	0	~	0
\$320,000 - \$339,999	0	0	~	0
\$340,000 - \$359,999	0	0	~	0
\$360,000 - \$379,999	0	0	~	0
\$380,000 - \$399,999	0	0	~	0
\$400,000 - \$419,999	0	0	~	0
\$420,000 - \$439,999	0	0	~	0
\$440,000 - \$459,999	0	0	~	0
\$460,000 - \$479,999	0	0	~	0
\$480,000 - \$499,999	0	0	~	0
\$500,000 - \$519,999	0	0	~	0
\$520,000 - Over	0	0	~	0
Totals	2	2	3.00	2

Fort Collins, Greeley Area, Loveland and Windsor 1/1/2011 to 3/31/2011

	Transaction Market Share %	Volume Market Share %	Company Listings Co/Broker Sold Number/Volume	Company Listings Company Sold Number/Volume	Co/Broker Listings Company Sold Number/Volume	Total Company Listings Sold Dollar Volume	Average Sold Price	% List Price to Sold Price
Total Market - Fort Collins Area Active Listings: 2509	532	100.00%		118 \$23,932,077	414 \$99,093,070	\$123,025,147	\$231,250	96.82%
The Group Active Listings: 535 (21.32%) Involved in 41% of solds	156 29.32%		88 \$24,273,583		65 \$15,534,843	\$40,873,487	\$262,009	96.88%
Total Market - Greeley Area Active Listings: 1653	446	100.00%		86 \$20,358,998	360 \$57,852,301	\$78,211,299	\$175,361	98.57%
	47 10.54%	111 3196	37 \$7,183,082		29 \$4,847,400	\$8,846,924	\$188,232	98.66%
Total Market - Loveland/Berthoud Area Active Listings: 1430	281	100.00%			212 \$48,137,863	\$63,297,071	\$225,256	95.53%
The Group Active Listings: 281 (19.65%) Involved in 34% of solds	70 24.91%	28.17%	41 \$10,178,742		27 \$6,287,425	\$17,829,034	\$254,700	97.18%
Total Market - Windsor/Severance Area Active Listings: 731	123	100.00%			93 \$25,507,188	\$33,658,418	\$273,645	95.11%
	35 28.46%		21 \$6,955,753	14 \$4,721,785	11 \$2,824,710	\$11,677,538	\$333,643	95.51%

The Group has 18.01% of the active listings in Fort Collins, Greeley Area, Loveland and Windsor.

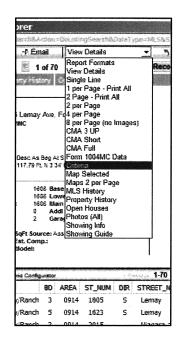
Neighborhood Buying Pattern Request Form

Select one of the following:

- Select a Neighborhood from the attached sheet: ______
- ** If the Neighborhood is not found on the attached sheet you must provide one of the following:
- Select your own MLS search criteria and using the drop-down box found in the Result Screen, print out the "Criteria" sheet as show on the right. Attach that sheet to this form for your assistant.

Your search criteria should look something like this:

Print	Clase	@ Help	🖾 Report Tips	-1 Email	Criteria	
Listing Type	Residentia	l-Detached				
nclude CCM	No					
Status	Active Exp	nired Pending Su	eld, Withdrawn			
Arreas	Fort Collin	s(9)				
Sub Arees	Fort Cellin	s (1).Fort Collins	s (2) Fort Collins (3) For	t Collins (4),F	ort Collins (5)	
ocale	Fert Cellin	s				
Offiliarket Date N	Nin 01/01/2000	8				
Selected Feature	89 4	VII of these	At least one of th	ese Nor	e of these	
Horse Property		seis) Allowed				



Note: if using the Map Search, please show or describe the map area.

□ I've emailed you the export file. (To learn how to export data from IRES, please see: <u>www.tinyurl.com/exportIRES</u>)

I would like my assistant to provide the information to me in:

- **D** Printed format.
- Email the results to me.

10/21/09

Select Neighborhood for Visual Pricing System

Map Area 8 - DETTACHED

Alford Lake	Derby Hill	Lakeside	River Glen
Alford Meadows	Emerald Glen	Lakeside Terrace	River West
Atlendale	Enclave At Enchantment R	Loch Lon	Sedona Hills
Allendale Pud	_ Fairway West	Locust Park	Seven Lakes
Anderson Farm	Garden Gale	Loma Vista	Sherri Mar
Arbor Meadows	Harvest Gold	Loveland	Somerset Park
Belmont Ridge	_ High Plains Village	Mariana Butte	Steeplechase
Bison Ridge	Highland Hills	Mariana Glen	Sunny Acres
Blackbird Knolls	Highland Meadows	Mary's Farm	Sunset Acres
Boise Village	Highland Meadows Golf Cc	Meadowbrook Ridge	Taft Farms
Boise Village North	Highpointe Estates	Mountain Range Shadov	Thompson Crossing
Bonnell West	Hillsdale	Namaqua Valley	Thompson River Ranch
Boyd Lake Shores	Horseshoe Lake	Northlands	Thompson Valley Estates
Carter Lake Heights	Hunters Run	Peakview Meadows	Waterfront
Circle Park	Kendall Brook	Picabo Hills	Waterfront At Boyd Lake
Collins Park	Kendall Brook First	Prairie Trails	Windsong
Golony Ridge	Lake Shore Gardens	Ridge West	Woodmere
Cottages At Enchantmer	Lakemont		ient filmen af de le service de la servi
		· · · · · · · · · · · · · · · · · · ·	

Map Area 9 - DETTACHED

Brightwater Landing	Fossil Lake
Brittany Knolls	Four Seaso
Brown Farm	Fox Meado
Buffalo Creek	Gates At V
Capitol Hill	Glacier Vie
Cedar Village	Golden Me
Clarendon Hills	Greenston
Clydesdale Estates	Harmony
Civilesdale Park	Harmony C
Colindale	Harvest
Cottonwood	Harvest Pa
Countryside Park	Hearthfire
Coveniry	Highland P
Crafts	Hill At Cob
Crystal Lakes	Horsetocit
Dakota Ridge	Huntington
Dellwood Heights	Indian Hills
Eagle Lake	Kelbran Es
Eagle Ranch Estates	Kingston V
Eastborough	_ Knolls
English Ranch	Landings
Evergreen Park	Larkboroux
Fairbrooke	Lexington
Fairview	Linden Par
Fairview West	Lindenwoo
Falcon Ridge	Loomis
Foothills Park	Maple Hill
Fort Collins	Meadows
Fossil Creek Meadows	Meadows I
	Miller Broth

_ Four Seasons
Fox Meadows
Gates At Woodridge
Glacier View
Glacier View Golden Meadows
Greenstone
Greenstone Harmony
Harmony Grossing
Harvest
_ Harvest Park
Harvest Park Hearthfire
- Hindland Place
_ Hill At Cobb Lake
Hill At Cobb Lake
_ Huntington Hills
_ Indian Hills
Indian Hills Kelbran Estates
Kingston Woods
Knolls
Landings
Larkborough
Lexington Green
Linden Park
Lindenwood
Loomis
_ Maple Hill _ Meadows
Meadows

East

- hers
- Miramont
- **Miramont Village**

Old Town Old Town North **Overlook At Woodridge** Paragon Point Park Meadows Parkwood Parkwood East **Poudre Overlook** Provincetowne Ptarmigan **Quail Hollow Ramona Heights Registry Ridge Richards Lake**

Ridgewood Hills

Mission Hills

Mountain Ridge Farm

Mountain View Ranch

Qakridge Village

Observatory Village

Rigden Farm

Ponds

- Rossborough Scott Sherwood
- Shenandoah
- Sidehill
- Silverwood Village
- Skyview
- Soldier Canyon
- South College Heights
- Southmoor Village
- Southridge Greens

- Springfield Stagecoach Stanton Creek Stetson Creek Sunflower Sunstone Taft Canyon Three Silos **Timber Creek Timnath Ranch**
- Trail Head
- **University** Acres
- Valley Hi
- Viewpointe
- Village East
- Village West Wagon Wheel
- Warren Farms
- Warren Shores
- Wateralen
- Waterleaf
- Wellington Place
- Wellington Pointe
- West Side
- West Vine Bungalows
- Westchase
- Westfield Park
- Whaters Cove
- Willow Park
- Willow Springs
- Woodlands
- Woodwest

10/21/09

Select Neighborhood for Visual Pricing System

Map An

p Area 10 - DETTACHI	ED
Alexander Estates	_ Erie Commons
Atta Vista	Fairs
Appaloosa Acres Estates	_ Fox Ridge
Appel Farm Estates	Fox Run
Aristocrat Ranchettes	Frank Farm
Arlington	Frederick
Arlington Heights	Gardenside
Ashcroft Heights	Galeway Estates
Baldridge	Galeway Lakes
Balsam Village	Glenmere
Bay At The Landings	Giens Of Dacono
Belmont Farms	Governors Farm
Bittersweet	Governors Ranch
Booth Farms	Grandview
Broadview	Grapevine Hollow
Broadview Acres	Grasslands Park
Cambridge Glen	Green Meadows
Camfield	Greenspire
Carlson Farms	Greenspire At Windso
Casa Loma	Hawkstone
Cascade Park	Highland Hills
Cedarwoods	Highplains
Centennial	Hill-n-park
Centennial Farms	Hillside
Chappelow Village	Hilltop Estates
College Green	- Homestead Heights
Corbett Glen	Houston Heights
Cornerstone	Hudson
Cottonwood Village	Hunters Cove
Country Acres	Hunters Reserve
Country Club Estates	Idaho Creek Johnson Farm
Country Club West	Johnstown Center
Countryside	Johnstown Farms
County	Kelly Farm
Covington Knolls	Kens
Cranford	Lancaster North
Dove Hill Estates	Mad Russian
Drakes Crossing	Maplewood
Fade Valley	Maplewood Estates
Fast Meadows	Margil Farms
Eaton Commons	Monarch Estates
Edwards	Moores
Edwards Homes	Mountain Shadows
Eims At Meadow vale	Mountain View
Epples	Mountain Vista
Erie Air Park	BAIOMHICHII ANDIN

Mountview New Windsor North Point Northmoor Acres Northridge Northview Northwest Nunn **Oak Meadows** Owl Ridge Parkview Dacono Parkview South s Farm Peakview Estates * rs Ranch Pelican Shores South Pheasant Run e Hollow **Pine Ridge Estates** ds Park Pioneer Ridge eadows Platte Valley Platteville ire At Windsor Lak Podtburg Village **Poudre Heights** Poudre River Ranch **Promontory Pumpkin Ridge Ridge At Prairie View** Ridge Crest 🍊 ead Heights Riverbend **Heights Riverview Farm Rocksbury Ridge** Rodgers Farm Reserve **Rolling Hills Rolling Hills Ranch** Rural wn Center Sagebrush wn Farms Savannah Settlers Village Sherwood Park ter North Silver Peaks Soaring Eagle Soaring Eagle Ranch wood Estates

Southmoor Village St Michaels

- St Vrain Ranch
- St. Michaels
- St. Vrain Ranch Stoneridge

Stroh Farm Summit View Sundown Estates Sweetgrass T-bone Ranch **Timber Ridge** Tuscany Vale View Village Virginia Hills Vista Pointe Vista Ridge Wai Mar Water Valley Water Valley South Weber West Weld County West Hill n-park West Point Western Meadows Westmoor Westmoor Acres Westmoor West Westridge Village Westview Westwood Village Willowbrook Wilshire Windshire Park Windsor Estates Windsor Residential Windsor Village Windsor West Woodbriar Wyndham Hill Willowbrook Wilshire Windshire Park Windsor Estates Windsor Residential Windsor Village Windsor West Woodbrian

.

- Wyndham Hill

10/21/09

Select Neighborhood for Visual Pricing System

Map Area 8 - ATTACHED

High Plains Village Locust P	ark Village Condo	Park Place Plaza	Stor	e Creek
Lakeshore At Centerra Mariana	Butte	Shamrock West		
San and a star and a star a	an ann an tha ann an tha an	•		

Map Area 9 - ATTACHED

Map Area 9 - ATTACHE	The second s	**************************************	AAN ANG AN	
Adriel Hills	Morningside Village	Registry Ridge	Solar	Village Maple
Collindate	Observatory Village	Ridgewood Hills	Stanto	n Creek
Fossil Lake	Old Town North	Rigden Farm	Stets	n Creek
Harmony Ridge	Park Lane Towers	Rockbridge		e Ridge
Harvest	Peak View	Saddle Ridge	Timbe	IS
Harvest Park	Penny Flats	Sage Creek	Trail V	Vest
Lodge At Miramont	Provincetowne	Sidehill		
Maple Hill	Raven View	Silverplume		:

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Map Area 10 - ATTACHED

Blue Sky At Vista Ridge	Homestead	Poudre Trails	Vista Ridge
Cedarwoods	_ Kelly Farm	Riverside Meadows	Water Valley
Cimarron Pointe At Bootl	Lake Ridge Condominiums	Rolling Hills Ranch	Water Valley South
Fox Crossing	Longsview	Settlers Village	West Fork Village
Gien Rock Place	_ Pinnacle	Summer Park	
Greeley	Pinnacle At T-bone Ranch	Tuscany	

The Group Difference

Sec. 3-21

Listing Services



LEADERS IN REAL ESTATE

The Group, Inc. Real Estate has been the market leader in Northern Colorado since 1976.

Big Hearts

Locally Owned

The Group is the only major real estate firm in Northern Colorado that is both locally owned and independent (not part of a national franchise).

Employee Owned Company

The Group is owned by the people who work here. Today, there are over 250 owners in six offices in Northern Colorado.



Group Partners support our communities by investing their time, talent and resources to many service organizations. In 2009, Group Partners individually gave \$222,546 in our internal campaign to benefit the United Ways of Larimer and Weld Counties.

Deep Smarts

Market Research

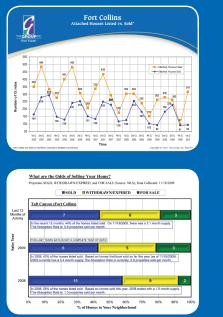
The Group continually compiles relevant data about the local real estate market. This information helps our customers make educated decisions based on current market conditions.

Pricing Tools

Our visual pricing software helps our sellers determine a competitive price for their property. The analysis includes odds of selling and buying patterns for a specific neighborhood.

Experience and Education

The Group's highly experienced Sales Partners regularly attend continuing education classes and earn designations that demonstrate their commitment to excellence in the industry.



Remarkable Results

All of our Sales Partners work full-time in real estate and have been recognized as some of the most productive REALTORS® in the nation.



Transactions per REALTOR® (2009)

Source: RealTrends; IRES, National Association of REALTORS®

SINPTO1 **RESULTS ORIENTED MARKETING**

The Group's marketing program is designed to introduce your property to a large number of qualified buyers.

Print Marketing

The Real Estate Source

A magazine produced by The Group featuring homes for sale and new home neighborhoods throughout Northern Colorado. High quality glossy 24-page, full-color publication in oversized format. Over 50,000 copies distributed monthly throughout Northern Colorado. Received by subscribers of the Fort Collins Coloradoan and Loveland Reporter-Herald. Available for pickup at nearly 200 distribution points including hotels, grocery stores, restaurants, coffee shops, and Group offices. Online version of publication at www.thegroupinc.com contains links to detail pages for most listings. Informative market data and community information in each issue.



Post Cards

Just Listed postcards are created for new listings and mailed to the surrounding neighborhood and other targeted areas.



Property Brochures A color brochure containing photographs and important details about the property is

prepared for each listing.



Publications The Group regularly has a presence in several Northern Colorado newspapers and magazines.



Electronic Marketing

Website

Our highly interactive website, www.thegroupinc.com, includes sophisticated search ability, virtual tours, Google mapping, weekend open house locations, community information, and market statistics.



Virtual Tours

Most Group listings feature virtual tours with enlarged photos and panoramic views of the interior and exterior of the property.

REALTOR® Marketing

Tour

New Group listings are toured by our Sales Partners each week. This is an opportunity for our sellers to expose their property to Northern Colorado's top producing REALTORS®. The seller is given valuable feedback on pricing and condition early in the listing process.





A Property Detail Page provides complete information for each listing including a slide show, an interactive map, and a list of features and amenities.

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Counter Display / Home Book

A book containing details about a property is available in the home for use by potential buyers and their REALTORS[®]. The information will help answer any questions the visitor may have about the property while they are viewing it as well as provide information needed by the selling REALTOR[®] when writing an offer.

REALTOR® Email

Email blasts are sent out by the listing Sales Partner notifying other REALTORS[®] and potential buyers about new listings and price adjustments.



Mobile Website The Group has created a smart phone version of its website for the convenience of mobile users.



Affiliated Websites

When you list your home with The Group your home will be advertised on many of the nation's major real estate websites.



CUSTOMER FIRST

Staff Support

Reception / Partner / Escrow Services Marketing / Graphic Design / Professional Photography Specialized Services - Relocation / Short Sale Facilitation Management Services

The Group Network

Sales Meetings and Pitch Sessions

Group Sales Partners come together each week for education, networking, and sharing of information. The Sales Partners are kept up to date on current market trends, changes in real estate law and other relevant legislation, and community news. In addition, each office gathers weekly to exchange information about listings and buyer needs.

Insider

Customers of The Group receive our newsletter. The Real Estate *Insider*. Over 35,000 copies are mailed 10 times each year.

Ninja Network

Over 9,000 top producing **REALTORS®** in North America who make up the "Ninja Network" refer buyers moving to our area and stand ready to

assist Group customers relocating out-of-town.

Affiliated Businesses

Our mission since 1976 has been to "help people get where they want to go on time – make it easier, make it faster, be their source of real estate knowledge." With residential and commercial brokerage, mortgage, title, and insurance services in our family of companies, all critical in the real estate purchase process, we bring unmatched convenience to our customer who choose to use our affiliated businesses.





THEGROUP INSURANCE AGENCY

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Harmony Office 2803 E. Harmony Road Fort Collins, CO 80528 970.229.0700



Horsetooth Office 375 E. Horsetooth Road Fort Collins, CO 80525 970.223.0700



Mulberry Office 401 W. Mulberry Street Fort Collins, CO 80521 970.221.0700



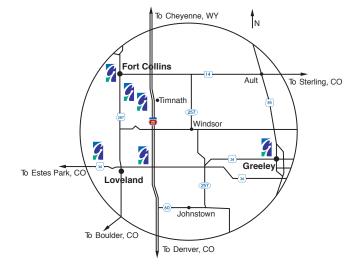
<u>Greeley Office</u> 3257 W. 20th Street Greeley, CO 80634 **970.392.0700**



Centerra Office in Loveland 5401 Stone Creek Circle Loveland, CO 80538 970.613.0700



Loveland Office 1401 W. 29th Street Loveland, CO 80538 970.663.0700





www.thegroupinc.com



Reasons to List Your Home with The Group, Inc.

Increase Your Odds of Closing on Time

GROUPINC Real Estate

If your home went under contract last year, the market odds of the contract closing on time were less than 50%. If your home was listed with The Group, Inc. your odds of closing ON TIME were 89%.

Increase Your Exposure to Out-of-Town Buyers

Some of the best buyers for your home are out-of-town buyers, especially corporate transferees. One out of every four of The Group, Inc.'s buyers is from out of town.

Hire a High Performance Sales Team

The Group, Inc.'s sales team averaged selling 21 homes each last year. The rest of the Northern Colorado REALTORS® averaged selling six homes each last year. *RealTrends* named The Group, Inc. the most productive independent real estate company in the United States eight years in a row based on the number of transactions per associate. In 2002 and 2004 The Group, Inc. was named the "Most Productive Company in the Country" based on transactions per associate by the National Association of REALTORS®.

Attract More Buyers Through the Internet

When you list your home with The Group, Inc., your home will be advertised on <u>www.realtor.com</u>, the nation's number one real estate web site with over 153 million "hits" per month. Your home will also be advertised on <u>www.corealty.com</u>, <u>www.coloproperty.com</u>, <u>www.coloradoan.com</u> and The Group, Inc.'s web site <u>www.thegroupinc.com</u> with information syndicated to over 25 additional sites.

Results You Can Count On

The Group, Inc. is involved in over 39% of the home sales each year in Northern Colorado (either as the listing broker, the selling broker, or both). More than one out of every three homes sold this year in Northern Colorado will be listed with The Group, Inc. Why do so many sellers choose The Group, Inc.? They like having results they can count on.

Guarantee Your Buyer's Home

The buyer for your home may have a home to sell. (Over 50% of all buyers have a home to sell first.) We may be able to guarantee the sale of their home so they can buy yours. Many sellers were able to move because of The Group, Inc. Guarantee Sales Program.



The Group Guaranteed Mortgage

Consumers can access mortgage services at each of The Group, Inc.'s offices to receive the convenience and efficiency of one-stop shopping. Local experts with decision-making authority are available at each location to counsel customers on all their mortgage needs. The Group Guaranteed Mortgage (TGGM) is a joint venture between The Group, Inc. and Bank of America. Bank of America offers loan programs to fit virtually every situation as well as local underwriting and processing for TGGM customers. TGGM is unique because of its commitment to flawless mortgage transactions including guarantees of accuracy and meeting time commitments. www.thegroupmortgage.com

The Group Guaranteed Title

Title and escrow services are provided on site at each The Group, Inc. office. Our experienced title officers and escrow officers have the authority and tools available to make the closing process smooth and efficient from beginning to end. We guarantee our service bringing to our customers a new level of convenience and accountability in the real estate transaction.

The Group, Inc. is Owned by its Sales Team

All of its sales associates and managers own The Group, Inc. equally. (We've been set up this way since 1976.) As owners of our company, we work together as a team to get you where you want to go on time - hopefully with a smile on your face. Your satisfaction is the key to our future.

Market Data Readily Available

The Group, Inc. Real Estate compiles statistical data about the local real estate market each month. This data helps us determine the most effective marketing strategy for each home we list. This information is available on The Group, Inc.'s web site and our sales associate will review the data with you and answer your questions.

Harmony Office 2803 E. Harmony Road Fort Collins, CO 80528 970.229.0700 Horsetooth Office 375 E. Horsetooth Road Fort Collins, CO 80525 970.223.0700 Mulberry Office 401 W. Mulberry Street Fort Collins, CO 80521 970.221.0700

Greeley Office 3257 W. 20th Street Greeley, CO 80634 970.392.0700 Loveland Office 1401 W. 29th Street Loveland, CO 80538 970.663.0700 Centerra Office in Loveland 5401 Stone Creek Circle Loveland, CO 80538 970.613.0700



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Meet Our Staff

The Group, Inc. Real Estate employs a dedicated staff to assist your Group REALTOR® in the marketing of your property.

Receptionists

HEGROUPINC Beal Estate

Each Group office is open seven days a week and is staffed with knowledgeable team members. Our Receptionists greet guests when they arrive in our office, and direct questions or needs to the appropriate persons. They keep up-to-date showing information on each listing and set up all showings on our listings.

Assistants

Our Assistants support our Sales Partners with their day-to-day business. When a property is listed the Assistant enters the listing information in the multi-list system, prepares marketing brochures, creates a counter display, schedules advertising, and orders photography.

Escrow Officers

Our Escrow staff assists our Sales Partners during the under-contract phase. Their role is to monitor contract dates and contingencies, coordinate title commitments, contact lenders for loan updates and application deadlines. Finally they coordinate the closing with the lender, title company, Realtors, buyer, and seller.

Couriers

Our couriers will visit your home to place a for sale sign in your yard and a lock box on your door, measure your home, and photograph it for advertising and brochures.

Photographers

The Group, Inc. has full-time photographers who will take pictures of your home for advertising and a visual tour. If they need access to the inside of your home, you will be notified by them to schedule a time when your home will be ready to be photographed.

Marketing Department

Our marketing staff provides services to our partners to help them promote their listings and attract buyers to our company. Some of these services include ad and brochure design, ad placement in publications throughout Northern Colorado, management of The Group's website <u>www.thegroupinc.com</u>, and the creation of our exclusive advertising publications, The Real Estate Source and The Collection.



www.thegroupinc.com



Your online source for real estate information.

Tobii Technology[®] eye tracking was used in the development of our state-of-the-art website to maximize usability by visitors. Easily search properties for sale and find valuable market and community information.

How can I find a home that is perfect for me?

EGROUPINC Real Estate

Our **easy search tool** lets you find properties by address, price range, property type, neighborhood and new on the market. There are many other options to help you narrow your search.

Can I find a new home neighborhood?

The Group markets homes for many quality builders and we offer the largest selection of new homes in Northern Colorado. Search neighborhoods by location, amenities, price range, and builder to find the perfect location for your new home.

What's my home worth?

The Market View tool helps you find information about properties that are for sale or those that have sold in your neighborhood or are similar to yours.

What's happening in the market?

Quarterly market statistics about each community are readily available in easy to understand graphs.

Where should I live?

Learn about the special features of **Northern Colorado communities** including demographics, school information, climate, and housing inventory.





Realtor.com A Powerful Online Marketing Tool For Your Home

The Group enhances all listings on Realtor.com giving the ability to add additional photos, virtual tour, video, detailed property description, attention getting headlines and detailed traffic reports. Realtor.com listing enhancements provide many benefits to our sellers:

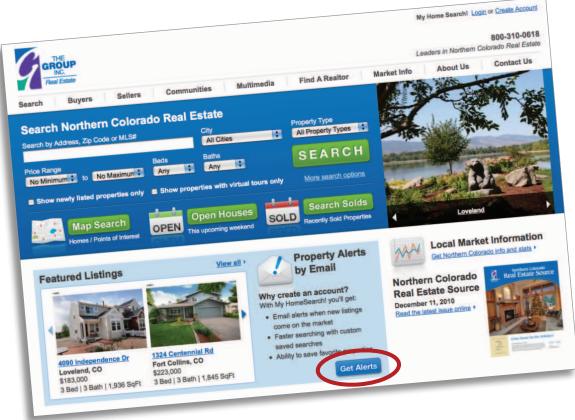
- More consumers are searching online for real estate 89% of home buyers use the Internet when looking for a home.
- More home buyers and sellers go to Realtor.com than any other real estate site - 6.6 million visitors look at homes on Realtor.com each month.
- Homes with multiple photos rise to the top on the most viewed page on Realtor.com the search results page Group listings include up to 25 photographs.
- Homes with multiple photos are viewed 299% more often, on average Group listings include up to 25 photographs, detailed property descriptions, and company branding for higher visibility.

- Buyers are attracted to companies with a lot of inventory - The Group's logo is prominently displayed on every listing on the search results page as well as on the listing detail page demonstrating our prominence in the Northern Colorado market.
- Buyers can inquire about a home 24/7 via email, phone or fax - The Group's listings contain an email link to the listing agent, and other important contact information.
- Realtor.com provides traffic tracking on enhanced listings - The Group has access to information about how often a home was viewed on Realtor.com.
- Realtor.com sends information to many popular websites The Group's listings appear on several nationally recognized websites.





My HomeSearch! www.thegroupinc.com



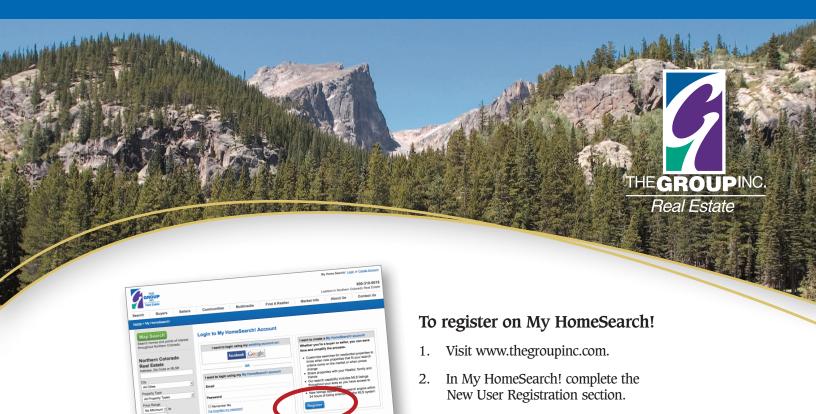
How to use My HomeSearch!

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.

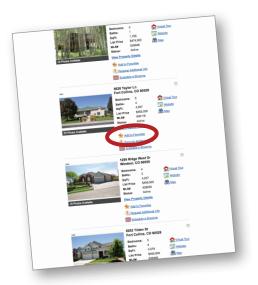


3. Designate a "Preferred Group Realtor".

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".



A Picture Says A Thousand Words

With over 80% of buyers using the internet to search for homes, "web appeal" is more important than ever. Buyers are using the internet not only to select homes to see, but to eliminate those that don't look appealing. That's where great photos can help you sell your home!



HEGROUPINC Real Estate

> Photos of your home will be used in the following ways to market your home.

- The Group's Real Estate Source An exterior photo will appear in the magazine
- Full color property brochure
- Virtual Tour
- Individual Property Website
- Video of your home on www.youtube.com
- Ad for your home on www.craigslist.com
- Listings on major real estate web sites including: www.thegroupinc.com www.realtor.com www.coloproperty.com www.trulia.com www.zillow.com as well as links from the websites of over 500 of the leading real estate companies in the country.

A professional photographer employed by The Group will make arrangements to take pictures of your home.

- The photographer's job is to make your home look its very best in pictures. To assure we get the best photos, we need your help. Use the following checklist to prepare your home for photographs.
- In some cases the photographer might have to move furniture or other items to get the best shot. *If your home has not been prepared for photography, our photographer may ask to reschedule your appointment.*
- Shooting photographs is just part of the job. Once the photos are taken, the photographer will return to the office to process the pictures, resize them, and store them for use by our administrative staff. Making your home photo-ready will greatly assist with the successful marketing of your home.



General

YES

- Clean, clean, clean!
- Remove seasonal decorations that might date the photos
- Move garbage cans and other trash from view
- Remove all pet-related items (e.g., food bowls, litter boxes, cages, beds)





Inside

- Ensure all light fixtures and lamps are turned on and all light bulbs are working
- Open all curtains/blinds to allow light into house
- As much as possible, minimize electrical cords in view
- Remove posters, certificates, diplomas, awards, photographs, and decorative names in children's room that may show up in photos.
- Collections (dolls, figurines, and models) hidden or minimized
- Shelves de-cluttered with remaining items neatly organized
- Organize or hide all mail, bills, and paperwork
- Turn TV's and computer screens off
- Close TV/stereo cabinets
- Turn ceiling fans off

Bathrooms

- Put toilet seats down
- Clean mirrors
- Minimize items on countertops
- Unless decorative, remove all towels, bath mats, rugs from view
- Remove shampoo/ conditioner bottles and washcloths from showers and baths
- Remove robes and slippers from view



YES

YES

Bedrooms

- Make sure beds are made and all pillows are arranged neatly
- Make certain that items stored under beds do not show
- Minimize items on bedside tables
- Store all clothing out of view
- Close closet doors

Kitchen

- Empty sink
- Unless decorative, remove all towels from view
- Clear kitchen islands (no large centerpieces)
- Remove all food items from view
- Minimize items on countertops
- Take all magnets, notes, and artwork off of refrigerator
- Remove sponges, cleaners, and garbage cans from view





Living Areas

- Arrange books and magazines neatly on tables
- Make sure pillows are arranged neatly on sofas and chairs

THE **GROUP**INC. Real Estate

Outside

- Move cars, boats, trailers, and other vehicles from the driveway
- Remove any patio furniture and grills that are in disrepair
- Uncover any outdoor items that will be photographed
- Make sure cushions in chairs are arranged neatly
- Remove any unattractive potted plants/hanging baskets
- Store hoses out-of-sight or roll-up neatly
- If you have a pool, remove all pool floats, toys, and accessories.
- Trim bushes and trees to maximize view of the house
- Remove yard signs (e.g. campaign signs and school signs)
- If patio umbrellas block the view they should be closed
- Close garage doors



THEGROUP GUARANTEEDTITLE, LLLP

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

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



<u>Harmony Office</u> 2803 E. Harmony Rd. Fort Collins, CO 80528



<u>Horsetooth Office</u> 375 E. Horsetooth Road Fort Collins, CO 80525



<u>Mulberry Office</u> 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



<u>Greeley Office</u> 3257 W 20th Avenue Greeley, CO 80634



Setting the standard

<u>An Experienced Team of Title and Escrow</u> <u>Professionals</u>

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

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.









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



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



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: idevriese@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: Ihassell@thegrouptitle.com Phone: 970.613.4364 eFax: 970.797.1859

Pam Thorne

Escrow Assistant

Phone: 970.613.4364

eFax: 970.797.1764

Email:pthorne@thegrouptitle.com



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



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

www.TheGroupTitle.com

www.TheGroupTitle.com

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

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THIS IS SHOUL	A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES D CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.		
Compen firm.	sation charged by real estate brokerage firms is not set by law. Such charges are established by each real estate broker		
DIFFER TRANS	ENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY O ACTION-BROKERAGE.		
	EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT		
	□ SELLER AGENCY □ TRANSACTION-BROKERAGE		
	Date:		
1. AG	REEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) as of the date ve.		
 □ 2.1. and t designaddi or to □ 2.2. Reference 	and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract 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. 2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm		
	shall serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.		
3.1.	Seller:		
3.2.	Brokerage Firm: THE GROUP, INC. REAL ESTATE ASSOCIATES		
3.3.	Broker:		
3.4. Colo	Property. The Property is the following legally described real estate in the County of		
know	n as No.		
	t Address City State Zip her with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of		
Selle 3.5.	r in vacated streets and alleys adjacent thereto, except as herein excluded. Sale.		

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53 54	 ownership interest in an entity which owns the Property. 3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the Property or Lease
54	means any lease of an interest in the Property.
55	3.6. Listing Period. The Listing Period of this Seller Listing Contract shall begin on, and
56	shall continue through the earlier of (1) completion of the Sale of the Property or (2)
57	continue to assist in the completion of any transaction for which compensation is payable to Brokerage Firm under § 7 of this Seller
58	Listing Contract.
59	3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A"
60	or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which
61	both parties have signed this Seller Listing Contract.
62	3.8. Day; Computation of Period of Days, Deadline.
63	3.8.1. Day. As used in this Seller Listing contract, the term "day" shall mean the entire day ending at 11:59 p.m., United
64	States Mountain Time (Standard or Daylight Savings as applicable).
65	3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified,
66	the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on Saturday, Sunday
67	or federal or Colorado state holiday (Holiday), such deadline 🛛 Shall 🖵 Shall Not be extended to the next day not a
68	Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.
69	
70	4. BROKERAGE RELATIONSHIP.
71	4.1. If the Seller Agency box at the top of page 1 is checked, Broker shall represent Seller as a Seller's limited agent (Seller's
72	Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.
73	4.2. In-Company Transaction - Different Brokers. When Seller and buyer in a transaction are working with different brokers,
74 75	those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges
75	that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
70	4.3. In-Company Transaction - One Broker. If Seller and buyer are both working with the same broker, Broker shall function
78	
78 79	4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:
80	4.3.1.1. Seller Agency Only. Unless the box in § 4.3.1.2 (Seller Agency Unless Brokerage Relationship with
81	Both) is checked, Broker shall represent Seller as Seller's Agent and shall treat the buyer as a customer. A
82	customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to
82	such customer Broker's relationship with Seller.
83 84	include a second regency offices broker age relationship with both. It this pox is checked, Broker shall
85	represent Seller's Agent and shall treat the buyer as a customer, unless Broker currently has or enters
86	into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker shall act as a
80 87	Transaction-Broker. 4.3.2. Transaction-Broker. If the Transaction-Brokerage how at the top of page 1 is checked, or in the event poither how
88	
89	is checked, Broker shall work with Seller as a Transaction-Broker. A Transaction-Broker shall perform the duties described
90	in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker shall continue to function as a Transaction-Broker.
91	with the same bloker, bloker shall continue to function as a Transaction-Broker.
92	5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, shall perform
93	the following Uniform Duties when working with Seller:
94	5.1. Broker shall exercise reasonable skill and care for Seller, including, but not limited to the following:
95	5.1.1. Performing the terms of any written or oral agreement with Seller;
96	5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a
97	contract for Sale;
98	5.1.3. Disclosing to Seller adverse material facts actually known by Broker;
99	5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about
100	which Broker knows but the specifics of which are beyond the expertise of Broker;
101	5.1.5. Accounting in a timely manner for all money and property received; and
102	5.1.6. Keeping Seller fully informed regarding the transaction.
103	5.2. Broker shall not disclose the following information without the informed consent of Seller:
104	5.2.1. That Seller is willing to accept less than the asking price for the Property;
105	5.2.2. What the motivating factors are for Seller to sell the Property;
106	5.2.3. That Seller will agree to financing terms other than those offered;
107	5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information
108	would constitute fraud or dishonest dealing; or
109	5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property
110	5.5. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the
111	purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without
112	consent of Seller, or use such information to the detriment of Seller.
113	5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative
114	properties not owned by Seller to other prospective buyers and list competing properties for sale.

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	115	5.5.	Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for
	116	Sale.	
	117	5.6.	Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to
	118	indepe	ndently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to
	119		t an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made
	120	by a bu	
	121	5.7.	Seller understands that Seller shall not be liable for Broker's acts or omissions that have not been approved, directed, or
	122		d by Seller.
	123	5.8.	When asked, Broker 🛛 Shall 🖓 Shall Not disclose to prospective buyers and cooperating brokers the existence of
	124	offers of	on the Property and whether the offers were obtained by Broker, a broker within Brokerage firm or by another broker.
	125		
	126		FIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is a Seller's
	127		the following additional duties:
	128	6.1.	Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;
	129	6.2.	Seeking a price and terms that are set forth in this Seller Listing Contract; and
	130	6.3.	Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.
	131		
	132	7. COMI	PENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Seller agrees that any
	133	Brokerage F	Firm compensation that is conditioned upon the Sale of the Property shall be earned by Brokerage Firm as set forth herein
	134	without any	discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.
	135	7.1.	Amount. In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:
	136		7.1.1. Sale Commission. (1) % of the gross purchase price or (2), in U.S.
	137		dollars.
	138		7.1.2. Lease Commission. If the box in § 3.5.2. is checked, Brokerage Firm shall be paid a fee equal to (1)
	139		, in U.S. dollars, payable as follows:
	140		
	141	7.2.	When Earned. Such commission shall be earned upon the occurrence of any of the following:
	142		7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;
	143		7.2.2. Broker finding a buyer who is ready, willing and able to complete the transaction as specified herein by Seller; or
	144		7.2.3. Any Sale (or Lease if § 3.5.2. is checked) of the Property within calendar days subsequent to
	145		the expiration of the Listing Period (Holdover Period) to anyone with whom Broker negotiated and whose name was
	146		submitted, in writing, to Seller by Broker during the Listing Period (including any extensions thereof). However, Seller
	147		Shall Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another
	148		licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period. If no
	149		box is checked, above in this § 7.2.3 then (Shall Not) shall apply and Seller shall not owe the commission to Brokerage Firm.
	150	7.3.	When Applicable and Payable. The commission obligation shall apply to a Sale made during the Listing Period or any
	151	1.0.	extension of such original or extended term. The commission described in § 7.1.1 shall be payable at the time of the closing
	152		of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as
	153		contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of § 7.2.2 where the offer made by such buyer is not accepted by
	154		Seller.
	155	7.4.	Other Compensation.
	156	/ • •••	other compensation.
	57	7.5.	Cooperative Broker Compensation. Broker shall seek assistance from, and Brokerage Firm offers compensation to,
	158		brokerage firms, whose brokers are acting as:
	159		$\square Buver Agents; \qquad \qquad \% of the gross called price or \qquad $
	160		Buyer Agents: % of the gross sales price or , in U.S. dollars. Transaction-Brokers: % of the gross sales price or , in U.S. dollars.
	161		- A monore doin by one is /0 of the gloss sales pile of, in U.S. dollars.
	62	8. LIMIT	ATION ON THIDD DADTY COMDENSATION Nother Destruction Destructions
		accent com	ATION ON THIRD-PARTY COMPENSATION. Neither Broker nor the Brokerage Firm, except as set forth in § 7, shall be
	64	neither Brok	ar nor Prolement for the person of entry in connection with the property without the written consent of seller. Additionally,
	65	affiliated by	ter nor Brokerage Firm shall assess or receive mark-ups or other compensation for services performed by any third party or siness entity unless Seller signs a separate written consent.
	66	annated bu	siness entry unless sener signs a separate written consent.
		0 OTHE	D DDOVEDSI ASSISTANCE MIH TIDI E LISTING SEDUJOES AND MADVETING SUIL 1. 1. 1. 1. 1.
	68	Broker of the	R BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING. Seller has been advised by advantages and disadvantages of uprize marketing matheds, including a dvartages and the up of uprize marketing matheds.
	69	(MIS) and u	e advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services
	70	showings of	various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only c.), and whether some methods may limit the ability of another broker to show the Property. After having been so advised,
	71	Saller bac of	c.), and whether some methods may limit the ability of another broker to show the Property. After having been so advised,
	72		nosen the following (check all that apply): MI S/Information Exchange
		9.1.	MLS/Information Exchange.
	73 74		9.1.1. The Property Shall Shall Not be submitted to one or more MLS and Shall Shall Not be submitted
	74 75		to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status
	75 76		change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to
· 1	76		provide sales information to such MLS and information exchanges, if any.
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. 177 178			9.1.2. Seller authorizes the use of electronic and all other marketing methods except:
179			9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.
180			9.1.4. The Property Address Shall Shall Shall Not be displayed on the Internet.
181			9.1.5. The Property Listing Shall Shall Not be displayed on the Internet.
182		9.2.	Property Access. Access to the Property may be by:
182		7.4.	Lock Box
185			
184			
			Other instructions:
186		0.2	
187		9.3.	Broker Marketing. The following specific marketing tasks shall be performed by Broker:
188			
189		9.4.	Brokerage Services. The Broker shall provide brokerage services to Seller.
190	10	ODIID	
191	10.	SELLE	R'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.
192		10.1.	Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale of the Property only through
193		Broker,	and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any
194		other sou	urce during the Listing Period of this Seller Listing Contract.
195		10.2.	Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) shall first be
196			d by Broker.
197		10.3.	No Existing Listing Agreement. Seller represents that Seller 🔲 Is 🖂 Is Not currently a party to any listing agreement
198			other broker to sell the Property.
199		10.4.	Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images
200		or other	creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to
201		Broker.	Seller is authorized to and grants to Broker, Brokerage Firm and any multiple listing service (that Broker submits the
202		Property	to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required
203		and the p	publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of this
204			isting Contract.
205 206		10.5.	Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property
208 207		is reside	ntial (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to
207		use the F	Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the
208 209		Property	is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a
209		transacti	between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the
210			on is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not
211 212		appiy. It	is recommended that Seller consult with an attorney.
212	11	DDICE	
	11.		AND TERMS. The following Price and Terms are acceptable to Seller:
214		11.1.	Price: U.S. \$
215		11.2.	Terms: Cash Conventional FHA VA
216			Other:
217			
218		11.3.	Loan Discount Points.
219			
220		11.4.	Buyer's Closing Costs (FHA/VA). Seller shall pay closing costs and fees, not to exceed \$, that
221		Buyer is	not allowed by law to pay, for tax service and
222			
223		11.5.	Earnest Money. Minimum amount of earnest money deposit U.S. \$
224		in the for	
225		11.6.	
226			
227		Compan	ds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or Closing y's Trust Account Check.
228		11.7.	
228			Advisory-Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a
230		Colorado	resident after closing. Seller should inquire of Seller's toy advisor to determine (1) is a foreign person or (2) will not be a
230		exists.	resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption
231		enists.	
232	12	DEDUci	TS Brokerage Firm is authorized to account compact managed density and the Data
233 234	I2. Brol	Cerage Ein	TS. Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract.
234 235	010	Chage Fill	m is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.
233 236	13	INCI US	SIONS AND EXCLUSIONS.
230 237	10.	13.1.	Inclusions. The Purchase Price includes the following items (Inclusions):
1		10.1.	mensions. The recentise rife menues the following items (inclusions):

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238 239 240 241 242	13.1.1. Fixtures. If attached to the Property on the date of this Seller Listing 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; and
243 244 245 246 247	13.1.2. Personal Property. If on the Property whether attached or not on the date of this Seller Listing 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); and
248 249 250 251	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
252 253 254	Conveyance shall be by bill of sale or other applicable legal instrument. 13.1.3. Trade Fixtures. The following trade fixtures:
255 256 257	The Trade Fixtures 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
258 259 260	Conveyance shall be by bill of sale or other applicable legal instrument. 13.1.4. Parking and Storage Facilities. Use Only Ownership of the following parking facilities;
261 262	and Use Only Ownership of the following storage facilities:
263 264	13.1.5. Water Rights. The following legally described water rights:
265 266	Any water rights shall be conveyed by deed or other applicable legal instrument. The Well Permit # is
267 268	13.1.6. Growing Crops: The following growing crops:
269 13.2. 270	Exclusions. The following are excluded (Exclusions):
273to Broker tr274disclose to I275the holder o276the terms th277in the Prope278All mo	E AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver ue copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and shall Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes f any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and ereof. In case of Sale, Seller agrees to convey, by a
	operty is subject to the following leases and tenancies:
283If the P284contract, Se	roperty has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale ller shall be responsible for payment of same, unless otherwise agreed. Brokerage Firm may terminate this Seller Listing on written notice to Seller that title is not satisfactory to Brokerage Firm.
287 15. EVIDE 288 policy in an 289 Title certifi	ENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense, a current commitment and an owner's title insurance amount equal to the Purchase Price in the form specified in the Sale contract, or if this box is checked, An Abstract of ed to a current date.
292payable at \$293except the c	CIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently per and that there are no unpaid regular or special assessments against the Property urrent regular assessments and except
296 against the P	s to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments Property.

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subject to leases and tenancies as described in §14.

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- 301 302 18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION. 303 18.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective buyer all adverse material facts 304 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the 305 physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which 306 are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, 307 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the 308 Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. 309 18.2. Seller's Obligations. 310 Seller's Property Disclosure Form. A seller is not required by law to provide a written disclosure of adverse 18.2.1. 311 matters regarding the Property. However, disclosure of known material latent (not obvious) defects is required by law. Seller Agrees Does Not Agree to provide a Seller's Property Disclosure form completed to the best of Seller's 312 313 current, actual knowledge. 314 18.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings 315 for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form 316 must be signed by Seller the real estate licensees, and given to any potential buyer in a timely manner. 317 Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a 18.2.3. 318 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands 319 that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen 320 feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the 321 Property for sale or lease. 322 18.3. Right of Broker to Terminate. Although Broker has no obligation to investigate or inspect the Property, and no duty to 323 verify statements made, Broker shall have the right to terminate this Seller Listing Contract if the physical condition of the 324 Property, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or 325 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or if any facts or 326 suspicions regarding circumstances that could psychologically impact or stigmatize the Property are unsatisfactory to 327 Broker. 328 329 19. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received shall be divided between Brokerage Firm and Seller, one-half thereof to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon 330 herein, and the balance to Seller. Any forfeiture of payment under this section shall not reduce any Brokerage Firm compensation, owed, 331 332 earned and payable under §7. 333 334 20. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm shall bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither 335 Broker nor Brokerage Firm shall obtain or order any other products or services unless Seller agrees in writing to pay for them promptly 336 when due (examples: surveys, radon tests, soil tests, title reports, engineering studies). Unless otherwise agreed, neither Broker nor 337 338 Brokerage Firm shall be obligated to advance funds for the benefit of Seller in order to complete a closing. Seller shall reimburse 339 Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller. 340 21. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that cost, quality, and extent of service vary between different 341 342 settlement service providers (e.g., attorneys, lenders, inspectors and title companies). 343 22. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm shall be responsible for maintenance of the Property 344 nor shall they be liable for damage of any kind occurring to the Property, unless such damage shall be caused by their negligence or 345 346 intentional misconduct. 347 348 23. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyer because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disablity, handicap, religion, national origin or 349 350 ancestry of such person. 351
- 352 24. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has
 advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel
 before signing this Seller Listing Contract.
- **25. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the party's last

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390 391 26. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

27. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

A. Sellers, by their initials below, chose one of the following options (1 or 2):

1) _____ (initials) Seller agrees (at Seller's expense) to have the following inspections done on the property within 7 days. Inspections to be completed by licensed contractors. (Seller to initial any choices)

Roof	Furnace	Radon	Electrical
Plumbing	Foundation	Septic	
Other			

2) _____(initials) Seller chooses not to have inspections done on the property and understands the potential risks and costs that may be incurred when a buyer has the property inspected after the property is under contract.

28. ATTACHMENTS. The following are a part of this Seller Listing Contract:

29. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract shall be deemed to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

30. NOTICE, DELIVERY AND CHOICE OF LAW.

30.1. Physical Delivery. All notices must be in writing, except as provided in § 30.2. Any document, including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller shall be effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or representative of Seller.

30.2. Electronic Delivery. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

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

31. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

392 32. COUNTERPARTS. If more than one person is named as a Seller herein, this Seller Listing Contract may be executed by each
 393 Seller, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be
 394 deemed to be a full and complete contract between the parties.

- 33. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral
 written, have been merged and integrated into this Seller Listing Contract.
- 399 34. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all
 400 attachments.
- 401
- 402 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm. 403

SELLI	LER'S SIGNATURE	DATE	
SELLI	LER'S SIGNATURE	DATE	
404 405	Electronic Address:		
406	Broker's Name:		
407	Address: 375 E. HORSETOOTH ROAD, FORT CO	OLLINS, CO 80525	
408	Phone No.: 970-223-0700	Fax No.:	
409	Electronic Address:		
410			
	The Group, Inc. Real Estate		
	375 East Horsetooth Road #1		
	Fort Collins, CO 80525		
	Phone: 970-223-0700, Fax: 970)-223-2999	
	Ву:		
	Signature The Group, Inc. Rea		
411	Electronic Address:		

: #

• [']

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

1	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.				
2 3 4					
5	CLOSING INSTRUCTIONS				
7	Date:				
8 9	1. PARTIES, PROPERTY.				
-					
10					
10	, Seller, and				
12					
13	-				
14 15	, Buyer, engage,, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property				
16	known as No.				
17	Street Address City State Zip				
18 19 20	and more fully described in the Contract to Buy and Sell Real Estate, dated, including any counterproposals and amendments (Contract).				
21 22 23 24	2. INFORMATION, PREPARATION. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents), and disbuse all funds pursuant to the Contract that are necessary that are necessary to carry out the terms and conditions of the Contract.				
25 26 27	3. CLOSING FEE. Closing Company will receive a fee not to exceed \$ 200.00 for providing these closing and settlement services.				
28 29 30	4. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 8, 9 and 10.				
31 32 33 34	5. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.				
35 36 37 38	6. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated: Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check.				
39 40 41	7. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.				
41 42 43 44 45 46 47	8. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.				
48 49 50	9. RETURN OF EARNEST MONEY Except as otherwise provided in § 10, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be				
REPARE	D BY: The Group, Inc. Real Estate,				

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

10. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any 54 termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option 55 and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of 56 competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

64 11. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing 65 and signed by Buyer, Seller and Closing Company.

12. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company shall submit any 66 required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department 67 of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the 68 69 necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure 70 Buyer completes any required form. 71

72 13. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing 73 Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an 74 75 exemption exists. 76

14. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate 77 78 Commission.) 79

- Seller(s) and Buyer(s) instruct the listing company, lender, and designated closing agent to make all closing disbursements in excess of \$2,000.00, except the brokerage fees, using only wired funds on the day of closing.
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15. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, 81 such copies taken together shall be deemed to be a full and complete contract between the parties. 82 83

16. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents 84 that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. 85 86

17. NOTICE, DELIVERY AND CHOICE OF LAW. 87

Physical Delivery. Except as provided in § 17.2 below, all notices must be in writing. Any notice or document to 88 17.1 Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage 89 Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, 90 any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document 91 to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, 92 or any representative of Closing Company. 93

- Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be 94 17.2 delivered in electronic form by the following indicated methods only: 🗍 Facsimile 🗌 E-mail 🗍 Internet 🗌 No Electronic 95 Delivery. Documents with original signatures shall be provided upon request of any party. 96
- Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance 97 17.3 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for 98 99 property located in Colorado.
- 100

SELLI	ER'S SIGNATURE			DATE					
SELLE	R'S SIGNATURE								
	••••••••••••••••••••••••••••••••••••••			DATE					
				ω* •					
E	lectronic Address:								
BUYER	'S SIGNATURE								
Dolan				DATE					
BUYER	'S SIGNATURE			DATE					
El	ectronic Address:	····							
101	Dute:								
102	Closing Company Name								
103									
104 105	Address:	Authorized Signature	Title						
106									
107 108	Phone No.: Fax No.:								
109	Electronic Address:								
110 111	(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)								
112	(10)								
113 114	Closing Company as Brol	(Brok	er) 🗆 Working with Seller	U Working with Buyer engages					
115	the following legal docur	nents	to exceed \$	at the sole expense of Broker,					
116 117	Deed Bill of Sal	e Colorado Real Estate Commi	ssion approved Promissory No	ote 🛛 Colorado Real Estate					
118		Deed of Trust. Closing Company agree conditions of the Contract.	es to prepare, on behalf of Broke	r, the indicated legal documents					
119 120			_						
121	responsible for the accura	ve shall be subject to Broker's review an cy of the above documents.	d approval and Broker acknowl	edges that Broker is					
122 123									
125	Brokerage Firm's Name: Broker's Name:								
125 126									
120		Broker's Signature	Date						
128			Date						
129 130	Closing Company Name								
131	company ramit.								
132 133		Authorized Signature							
		Authorized Signature	Title	Date					
PREPARED	BY: The Group, Inc. Real Estate	3							

CL8-8-10 CLOSING INSTRUCTIONS. Colorado Real Estate Commission RealFA\$T® Software, ©2011, Version 6.16. Software Registered to: Susan L. Orth, The Group, Inc. Real Estate

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	The Group, Inc. Real Estate 375 East Horsetooth Road #1 Fort Collins, CO 80525 Phone: 970-223-0700, Fax: 970-223-2999
Γ	The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commis (CBS1-8-10) (Mandatory 1-11)
L	
	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COU 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 describelow on the terms and conditions set forth in this contract (Contract).
2.	PARTIES AND PROPERTY. 2.1. Buyer. Buyer,
	에는 것은 것은 것은 것이 있는 것은 것은 것은 것은 것이 가지 않는 것은 것을 가지 않는 것이 있는 것은 것은 것을 가지 않는 것이 있다. 가지 않는 것은 것은 것은 것은 것은 것은 것은 것은 것 같은 것은 것을 알려요. 것은
_	
	, will take title to the Property described below as 🗍 Joint Tenants 🗍 Tenants In Common 🗍 Other
	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
(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
i i i	2.4. Froperty. The Property is the following legally described real estate in the County of
(2.4. Property. The Property is the following legally described real estate in the County of
() 	2.4. Property. The Property is the following legally described real estate in the County of
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() 	2.4. Property. The Property is the following legally described real estate in the County of

3S1-8-10, CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL). Colorado Real Estate Commission JaIFA\$T® Software, ©2011, Version 6.16. Software Registered to: Susan L. Orth, The Group, Inc. Real Estate

		ill of sale or other applicable legal instrument.				
2.5.3.	Parking and Stor	age Facilities. Use Only Ownership of the follo	owing parking facilities:			
and [Use Only O	wnership of the following storage facilities:				
2.5.4.	2.5.4. Water Rights, Water and Sewer Taps. The following legally described water rights:					
2.5	ater rights shall be 5.4.1. If any water	well is to be transferred to Buyer, Seller agrees to supply requ	Other applicable legal instrum uired information about such well to			
use we Na reg wi	ed for ordinary hou ell. If an existing w atural Resources (D gistration. If no per	ands that if the well to be transferred is a Small Capacity Well usehold purposes, Buyer shall, prior to or at Closing, complete ell has not been registered with the Colorado Division of Wat Division), Buyer shall complete a registration of existing well son will be providing a closing service in connection with the hin sixty days after Closing. The Well Permit # is	e a Change in Ownership form for the er Resouces in the Department of form for the well and pay the cost of			
2.5	5.4.3. 🗆 Water Ta	ap 🛛 Sewer Tap	·			
te: Buyer is a	advised to obtain,	from the provider, written confirmation of the amount r	remaining to be paid, if any, time			
d other restri	ctions for transfe	r and use of the tap. ng items are excluded (Exclusions):				
2.0. Exclus						
DATES AN	D DEADLINES.					
Item No.	Reference	Event	Date or Deadline			
1	§ 4.2.1	Alternative Earnest Money Deadline	· ·			
	<u> </u>	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				
	<u> </u>	Seller's Property Disclosure				
10	§ 10.1	Seller's Property Disclosure Deadline				
10	3 10.1	Loan and Credit				
11	§ 5.1	Loan Application Deadline				
12	§ 5.2	Loan Conditions Deadline				
12	§ 5.3	Buyer's Credit Information Deadline				
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline				
15	§ 5.4	Existing Loan Documents Deadline				
<u> </u>	§ 5.4	Existing Loan Documents Objection Deadline	·			
10	§ 5.4	Loan Transfer Approval Deadline				
1/	1 8 2.T	Appraisal				
18	§ 6.2.2	Appraisal Deadline				
18	§ 6.2.2 § 6.2.2	Appraisal Objection Deadline				
19	80.2.2	Survey				
20	§ 7.3	Survey Deadline				
20		Survey Objection Deadline				
21	§ 8.3.2					
	8 10 0	Inspection and Due Diligence				
22	§ 10.2	Inspection Objection Deadline				

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Proposed Net Sheet

Property Address:	Date: _	
	At Listing	At Contract
Listing Price/Contract Price	\$	\$
Expenses: Existing First Loan	\$	\$
Existing Second Loan	\$	\$
Prepayment Penalties	\$	\$
Title Insurance	\$	\$
Miscellaneous*	\$	\$
Buyer Loan Fees (FHA)**		\$
Buyer Closing Costs		\$
Real Estate Taxes at Closing	\$	\$
The Group, Inc. fee	\$	\$
Total Expenses	\$	\$
ESTIMATED Seller(s) Proceeds***	\$	\$

*Includes release fees, express payoff, 1/2 closing fee.

Includes tax certificate, realty tax service, assignment of deed of trust, 1/2 closing fee, document preparation. *Also charged at closing will be utilities, HOA fees, HOA reserves, etc.

Real estate taxes may be paid in an escrow account which Seller will receive a refund up to 30 days after closing - therefore, taxes are an expense at closing. Seller is charged January 1 to date of closing.



		· · · · · · · · · · · · · · · · · · ·	
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** $(\S 3)$, 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.

PURCHASE PRICE AND TERMS. 77 4. 78

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

Item No.	Reference	Item	Amount	Amount
1	<u>§ 4.1</u>	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	\$	¢

4.2. Earnest Money. The Earnest Money set forth in this section, in the form of

92 shall be payable to and held by (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the 93 parties mutually agree to an Alternative Earnest Money Deadline (§ 3) for its payment. If Earnest Money Holder is other than 94 95 the Brokerage Firm identified in § 32 or § 33, Closing Instructions signed by Buyer, Seller and Earnest Money Holder must be obtained on or before delivery of Earnest Money to Earnest Money Holder. The parties authorize delivery of the Earnest Money 96 deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money 97 Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing 98 affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest 99 Money deposited with the Earnest Money Holder in this transaction shall be transferred to such fund. 100 4.2.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of 101

- tender of the Contract is as set forth as the Alternative Earnest Money Deadline (§ 3).
- 4.2.2. Return of Earnest Money. If buyer has a right to terminate this Contract and timely terminates, Buyer shall be 103 entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, 104 except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or 105 other written notice of termination, Seller agrees to execute and return to Buyer or Broker working with Buyer, written 106 mutual instructions, i.e., Earnest Money Release form, within three days of Seller's receipt of such form. 107
- 108 4.3. Form of Funds; Time of Payment; Funds Available.
- 4.3.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and 109 closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified 110 check, savings, and loan teller's check and cashier's check (Good Funds). 111
- 4.3.2. Available Funds. All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall 112 be timely paid to allow disbursement by Closing Company at Closing OR SUCH PARTY SHALL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this Contract, Does Does Not have funds that are immediately verifiable 113
- 114

115	and available in an analysis of the state of
116	and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
117	4.4. Seller Concession. Seller, at Closing, shall pay or credit, as directed by Buyer, a total amount of \$
118	to assist with Buyer's closing costs, loan discount points, loan origination fees, prepaid items (including any amounts that Seller
119	agrees to pay because Buyer is not allowed to pay due to FHA, CHFA, VA, etc.), and any other fee, cost, charge, expense or expenditure related to Buyer's New Loop or other elements of the control of th
120	expenditure related to Buyer's New Loan or other allowable Seller concession (collectively, Seller Concession). Seller Concession
121	is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession shall be reduced to the extent it exceeds the aggregate of what is allowed by Durard by Durard by Low and the line of the second
122	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 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:
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	4.0. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set
136	form in § 4.1, presently payable at \$ per including principal and interest presently at
137 138	the rate of% per annum, and also including escrow for the following as indicated: Real Estate Taxes
138	Property Insurance Premium
140	
140	Buyer agrees to pay a loan transfer fee not to exceed \$ At the time of assumption, the new interest
142	rate shall not exceed% per annum and the new payment shall not exceed \$ per
143	principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption
144	Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$
145	then Buyer May Terminate this Contract effective upon receipt by Seller of Buyer's written notice of termination or
146	Seller Shall Shall Not he released from 121/11/11/11/11/11/11/11/11/11/11/11/11/
147	Seller Shall Shall Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery
148	release from liability shall be evidenced by delivery \Box on or before Loan Transfer Approval Deadline \Box at Closing of an 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	$\overline{2}$, as \Box Joint Tenants \Box Tenants in
152	Common Other, as Sound Tenants In, on the note form as indicated;
153	(Default Rate) NTD81-10-06 Other, on the note form as indicated?
154	secured by a (1st, 2nd, etc.) deed of trust encumbering the Property, using the form as indicated:
155	\square Use on transfer-strict (11)//-x-10) Duo on Transfer Conditionation (TD72.0.10)
156	Transfer (TD74-8-10) Other
157	The promissory note shall be amortized on the basis of
158	Transfer (TD74-8-10) Other The promissory note shall be amortized on the basis of Years Years Months, payable at \$
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
162	shall commence and shall be due on the day of each succeeding If not sooner paid, the balance of principal and accrued interest shall be due and payable after Closing. Payments □ Shall □ Shall Not be increased by of estimated annual real estate taxes, and □ Shall □ Shall Not be increased by of estimated annual property insurance premium. The loan shall also contain the following terms: (1) if any payment is not received within days of each succeeding
163	
164	
165	be% per annum; (3) default interest rate shall be % per annum; (4) Buyer may prepay without a
166	penalty except /0 per amum, (4) Buyer may prepay without a
167	penalty except
168	the holder of the promissory note a (1st, 2nd, etc.) lien on the personal property included in this cale
169	the holder of the promissory note a (1st, 2nd, etc.) lien on the personal property included in this sale. Buyer 🗆 Shall 🗇 Shall Not provide a mortgagee's title insurance policy, at Buyer's expense.
	TRANSACTION PROVISIONS
	INAMOACTION PROVISIONS

170 5. FINANCING CONDITIONS AND OBLIGATIONS.

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 if an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make an application verifiable by such 171

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lender, on or before Loan Application Deadline (§ 3) and exercise reasonable efforts to obtain such loan or approval. 173 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 174 Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, 175 payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the benefit of Buyer. If such New 176 Loan is not satisfactory to Buyer, Seller must receive written notice to terminate from Buyer, no later than **Loan Conditions** 177 Deadline (§ 3), at which time this Contract shall terminate. IF SELLER DOES NOT TIMELY RECEIVE WRITTEN 178 NOTICE TO TERMINATE, THIS CONDITION SHALL BE DEEMED WAIVED, AND BUYER'S EARNEST MONEY 179 SHALL BE NONREFUNDABLE, EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT. (e.g., Appraisal, Title, 180 181 Survey).

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 182 promissory note in favor of Seller, or if an existing loan is not to be released at Closing, this Contract is conditional (for the 183 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole 184 subjective discretion. In such case: (1) Buyer shall supply to Seller by Buyer's Credit Information Deadline (§ 3), at Buyer's 185 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit 186 condition and Buyer's New Senior Loan, defined below, if any; (2) Buyer consents that Seller may verify Buyer's financial ability 187 and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not 188 released to others except to protect Seller's interest in this transaction; and (4) in the event Buyer is to execute a promissory note 189 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 190 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 191 Loan (Buyer's New Senior Loan). Additionally, Seller shall have the right to terminate, at or before Closing, if the Cash at 192 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 193 Seller does not deliver written notice to terminate to Buyer based on Seller's disapproval of Buyer's financial ability and 194 creditworthiness or of Buyer's New Senior Loan by Disapproval of Buyer's Credit Information Deadline (§ 3), then Seller 195 waives the conditions set forth in this section as to Buyer's New Senior Loan as supplied to Seller. If Seller delivers written notice 196 to terminate to Buyer on or before Disapproval of Buyer's Credit Information Deadline (§ 3), this Contract shall terminate. 197 5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller shall deliver copies of the loan documents 198 (including note, deed of trust, and any modifications) to Buyer by Existing Loan Documents Deadline $(\S 3)$. For the benefit 199 of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents, in Buyer's sole 200 subjective discretion. If written notice to terminate based on Buyer's objection to such loan documents is not received by Seller by 201 the Existing Loan Documents Objection Deadline (§ 3), Buyer accepts the terms and conditions of the documents. If the 202 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval 203 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 204 Approval Deadline (§ 3), this Contract shall terminate on such deadline. If Seller is to be released from liability under such 205 existing loan and Buyer does not obtain such compliance as set forth in § 4.6, this Contract may be terminated at Seller's option. 206

207 6. APPRAISAL PROVISIONS.

6.1. Property Approval. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof
 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller may terminate this Contract
 (notwithstanding § 10 of this Contract) by delivering written notice to terminate to Buyer on or before three days following
 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
 pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements are
 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.
- 6.2.2. Conventional/Other. Buyer shall have the sole option and election to terminate this Contract if the Purchase Price 216 . The appraisal exceeds the Property's valuation determined by an appraiser engaged by 217 shall be received by Buyer or Buyer's lender on or before Appraisal Deadline (§ 3). This Contract shall terminate by Buyer 218 delivering to Seller written notice of termination and either a copy of such appraisal or written notice from lender that 219 confirms the Property's valuation is less than the Purchase Price, received by Seller on or before **Appraisal Objection** 220 Deadline (§ 3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline** 221 (§ 3), Buyer waives any right to terminate under this section. 222
- 6.2.3. FHA. It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall 223 not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest 224 Money deposits or otherwise unless the Purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements 225 a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement 226 . The Purchaser (Buyer) shall lender, setting forth the appraised value of the Property of not less than \$ 227 have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised 228 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban 229 Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser (Buyer) should 230 satisfy himself/herself that the price and condition of the Property are acceptable. 231
- 6.2.4. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the

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 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, in current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, An Abstract of title certified to a current date. If title insurance is furnished, Seller shall also deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract) in Seller's possession. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. The title insurance commitment Shall Shall Shall Not commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanic's liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax 	Buyer
 sales prior to the year of Closing. Any additional premium expense to obtain this additional coverage shall be paid by Seller. Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall ha the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.2), and if not satisfactory to Buyer Buyer may exercise Buyer's rights pursuant to § 8.1. Copies of Exceptions. On or before Title Deadline (§ 3), Seller, at Seller's expense, shall furnish to Buyer and 	ofany
 plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a Title Commitment is required to 1 furnished, and if this box is checked □ Copies of any Other Documents (or, if illegible, summaries of such documents) lis in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this section if requested by Buyer any time on or before Exceptions Request Deadline (§ 3). requirement shall pertain only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The abstract or Title Commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (collectively, Title Documents). 7.3. Survey. On or before Survey Deadline (§ 3), □ Seller □ Buyer shall order or provide, and cause Buyer (and the i of the Title Commitment or the provider of the opinion of title if an abstract) to receive, a current □ Improvement Survey 	b be isted). This
267 (the description checked is known as Survey). An amount not to exceed \$ for Survey shall be pa 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, 269 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 th 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 UILL BE REQUIRED TO BE A MEMBER OF THE OWNER'S ASSOCIATION SO 279 OWNER OF THE PROPERTY WILL DE SUBJECT TO THE BLAAWS AND RULES AND REGULATIONS WILL IMPOSE	n) rs' his DF
 BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. 7.4.3. Not Conditional on Review. Buyer acknowledges that Buyer has received a copy of the CIC Documents. Buyer h reviewed them, agrees to accept the benefits, obligations and restrictions that they impose upon the Property and its owner and waives any right to terminate this Contract due to such documents, notwithstanding the provisions of § 8.5. 7.4.4. CIC Documents to Buyer. 7.4.4.1. Seller to Provide CIC Documents. Seller shall cause the CIC Documents to be provided to Buyer, at 	has rs

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- 297Seller's expense, on or beforeCIC Documents Deadline (§ 3).2987.4.4.2.Seller Authorizes Association.Seller authorizes the Association.
 - 7.4.4.2. Seller Authorizes Association. Seller authorizes the Association to provide the CIC Documents to Buyer, at Seller's expense.
 - 7.4.4.3. Seller's Obligation. Seller's obligation to provide the CIC Documents shall be fulfilled upon Buyer's receipt of the CIC Documents, regardless of who provides such documents.

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 shall apply. In the event of any unsatisfactory provision in any of the CIC Documents, in Buyer's sole subjective discretion, and written notice to terminate by Buyer, or on behalf of Buyer, and delivered to Seller on or before CIC Documents 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.

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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 unsatisfactory title condition, in Buyer's sole and subjective discretion, shown by the Title Documents (Notice of Title Objection). 317 318 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, notwithstanding § 13) in Buyer's sole subjective discretion, by or on behalf of Buyer shall be delivered to Seller on or before 332 333 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.

8.3. Survey Review.

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- **8.3.1.** Not Applicable. This § 8.3 shall not apply.
- 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
 written notice to termite by or on behalf of Buyer based of any unsatisfactory condition, in Buyer's sole subjective discretion,
 shown by the Survey, notwithstanding § 8.2 or § 13, is received by Seller on or before Survey Objection Deadline (§ 3),
 this Contract shall terminate. If Seller does not receive Buyer's written notice to terminate by Survey Objection Deadline
 (§ 3), Buyer accepts the Survey as satisfactory.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION 343 344 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT 345 RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE 346 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH 347 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE 348 349 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.**

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

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- 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 Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder of the right 365 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall terminate. If 366 the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full force and 367 effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or 368 369 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. Buver is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract 378
- 379 [e.g., Title Objection Deadline (§ 3) and Off-Record Matters Objection Deadline (§ 3)].
- GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to 380 exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations (§ 5), Title and Survey 381 Review (§ 8) and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of 382 383 Water (§ 10).
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DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

398 (§3):

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

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

- If written notice is not received by Seller on or before Inspection Objection Deadline (§ 3), the physical condition of the 402 Property and Inclusions shall be deemed to be satisfactory to Buyer. 403
- 10.3. Inspection Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in 404 writing to a settlement thereof on or before Inspection Resolution Deadline (§ 3), this Contract shall terminate on 405 Inspection Resolution Deadline (§ 3), unless Seller receives Buyer's written withdrawal of the Notice to Correct before such termination, 406
- i.e., on or before expiration of Inspection Resolution Deadline (§ 3). 407
- 10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract, is responsible for payment for all 408 inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any 409
- damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind 410
- against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller 411
- harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. 412
- This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, 413 414
- damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section shall survive the termination of this Contract. 415
- 10.5. Insurability. This Contract is conditioned upon Buyer's satisfaction, in Buyer's sole subjective discretion, with the 416
- availability, terms and conditions of and premium for property insurance. This Contract shall terminate upon Seller's receipt, on 417
- or before Property Insurance Objection Deadline (§ 3), of Buyer's written notice to terminate based on such insurance being 418
- unsatisfactory to Buyer. If Seller does not receive Buyer's written notice to terminate on or before Property Insurance Objection 419

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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 \S 10.2.

10.7. Due Diligence-Documents. Seller agrees to deliver copies of the following documents and information (Due Diligence 426

Documents) to Buyer on or before Due Diligence Documents Delivery Deadline (§ 3) to the extent such Due Diligence 427

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 subjective discretion, reviewing and approving the Due Diligence Documents, Survey and Leases. Buyer shall also have the 430 431 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 $(\S 3)$, this Contract shall terminate.

- 10.8.2. Survey. If any unsatisfactory condition is shown by the Survey and written notice to terminate is received by Seller 435 436 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 Buyer Disclosure. Buyer represents that Buyer Does Does Not need to sell and close a property to complete this 10.9. 444 transaction.
- Note: Any property sale contingency should appear in Additional Provisions (§ 29). 445
- 10.10. Source of Potable Water (Residential Land and Residential Improvements Only). 446 Buver Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable 447 water for the Property. Buyer Does Does Not acknowledge receipt of a copy of the current well permit. There is No 448 449 Well.
- 450 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) 451 TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES. 452

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- 10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that 454 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the 455 entrance to each Bedroom or in a location as required by the applicable building code. 456
- 10.12. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for 457 which a building permit was issued prior to January 1, 1978, this Contract shall be void unless (1) a completed Lead-Based Paint 458
- Disclosure (Sales) form is signed by Seller, the required real estate licensees and Buyer, and (2) Seller receives the completed and 459 fully executed form prior to the time when the Contract is signed by all parties. Buyer acknowledges timely receipt of a completed 460 Lead-Based Paint Disclosure (Sales) form signed by Seller and the real estate licensees. 461
- 10.13. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, dispose 462
- of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated 463 in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further 464
- acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever 465
- been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with 466
- methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health 467
- 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
- Buyer may terminate this Contract upon Seller's receipt of Buyer's written notice to terminate, notwithstanding any other 469
- 470 provision of this Contract.

471 11. COLORADO FORECLOSURE PROTECTION ACT. The Colorado Foreclosure Protection Act (Act) generally applies if: (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) Buyer's purpose in purchase of the 472 473

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

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 - Sale Addendum is part of this Contract, the Act does not apply. Each party is further advised to consult an attorney.
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CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING. 477

12.1. Closing Documents and Closing Information. Seller and Buyer shall cooperate with the Closing Company to enable the 478

Closing Company to deliver all documents required for Closing to Buyer and Seller and their designees by the 479

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Closing

- 480 Documents Delivery Deadline (§ 3). If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender shall be required to provide the Closing Company in a timely manner all required loan documents and financial information 481 concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing 482 Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably 483 484 required documents at or before Closing. **12.2.** Closing Instructions Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such Closing Instructions \Box Are \Box Are Not executed with this Contract. Upon mutual execution, \Box Seller \Box Buyer shall deliver 485 486 487 such Closing Instructions to the Closing Company. 12.3. Closing. Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the 488 489 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 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies). 492 13. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other 493 terms and provisions hereof, Seller shall execute and deliver a good and sufficient 494 deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except 495 as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements 496 installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to: 497 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by 498 Buyer in accordance with (Title Review (§ 8.1), 499 500 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 and which were accepted by Buyer in accordance with Matters Not Shown by the Public Records (§ 8.2) and Survey Review 502 503 (§ 8.3), 13.4. Inclusion of the Property within any special taxing district, and 504 505 13.5. Other 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the 506 proceeds of this transaction or from any other source. 507 15. CLOSING COSTS, CLOSING FEE, CIC FEES AND TAXES. 508 15.1. Closing Costs. Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be 509 paid at Closing, except as otherwise provided herein. 510 15.2. Closing Services Fee. The fee for real estate closing services shall be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller Other ______. 511 512 15.3. Status Letter and Transfer Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) shall be paid by Buyer Seller One-Half by Buyer and One-Half by Seller. Any transfer fees assessed by the Association (Association's Transfer Fee) shall be paid by Buyer Seller Se 513 514 515 516 517 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction shall be paid when due by 518 □ Buyer □ Seller □ One-Half by Buyer and One-Half by Seller. 519 16. PRORATIONS. The following shall be prorated to Closing Date (§ 3), except as otherwise provided: 520 16.1. Taxes. Personal property taxes, if any, and general real estate taxes for the year of Closing, based on 521 Taxes for the Calendar Year Immediately Preceding Closing D Most Recent Mill Levy and Most Recent Assessed Valuation , adjusted 522 523 524 security deposits for all leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such 525 transfer and of the transferee's name and address. Seller shall assign to Buyer all leases in effect at Closing and Buyer shall 526 527 assume such leases. 16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance 528 shall be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by 529 the Association shall not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer 530 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any 531 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon shall 532 be the obligation of Seller. Any other special assessment assessed prior to Closing Date (§ 3) by the Association shall be the 533 obligation of D Buyer D Seller. Seller represents that the Association Assessments are currently payable at \$ 534 535 and that there are no unpaid regular or special assessments against the Property except the current per 536 regular assessments and 537 538
- Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the

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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 or Colorado state holiday (Holiday), such deadline 🗍 Shall 🗍 Shall Not be extended to the next day that is not a Saturday, 556
- 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
- Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are 575
- 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.
- 19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result 578 579
- 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 of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to 582
- Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits, expenses 583 584 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
- Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract. 586
- 20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer and Seller acknowledge that 587 the respective broker has advised that this document has important legal consequences and has recommended the examination of title 588 and consultation with legal and tax or other counsel before signing this Contract. 589
- 21. TIME OF ESSENCE, DEFAULT AND REMEDIES. 590 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

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- 597 performance or damages, or both.
- 598
 598
 21.1.2. Liquidated Damages, Applicable. This § 21.1.2 shall apply unless the box in § 21.1.1. is checked. All Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
 hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as
 being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

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

23. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within 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 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 Farmest

as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Contract) Earnest Money Holder shall not be required to take any action 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 denosit Formers

Money Holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice

to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and

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 interpled 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

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 630 delivery ofter Closing of the patient sector and individual delivery of the patient sector and the secto

- 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
- document, including a signed document or notice, delivered to Seller shall be effective when physically received by Seller, any
 signator on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working
 with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
- with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in
 § 27.2.
 Electronic Delivery A construction to characterize to characte
- 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 U 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,

as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before Acceptance Deadline Date (§ 3) and Acceptance Deadline Time (§ 3) If accepted this document shall become a contract between

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.

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ADDI	TIONAL PROVISIONS AND ATTACHMENTS	
7 Commission.)	ne following additional provisions have not been approved by the Color	ado Real Estate
}		
30. ATTACHMENTS. The following ar	re a part of this Contract:	
Note: The following disclosure forms are	e attached but are not a part of this Contract:	
	SIGNATURES	
YER	DATE	
YER	DATE	
Electronic Address:		
[NOTE: If this offer is being countered of	or rejected, do not sign this document. Refer to § 31]	
LLER	DATE	
	DATE	
	DATE	
	DATE DATE	
LLER		
LLER		
LLER		
LLER Electronic Address: 31. COUNTER; REJECTION. This off Initials only of party (Buyer or Seller) with	DATE	
LLER Electronic Address: 31. COUNTER; REJECTION. This off Initials only of party (Buyer or Seller) with	DATE	
LLER Electronic Address: 31. COUNTER; REJECTION. This off Initials only of party (Buyer or Seller) wl END OF C	DATE Cer is Countered Rejected. ho countered or rejected offer CONTRACT TO BUY AND SELL REAL ESTATE TS AND COMPENSATION DISCLOSURE.	
LLER Electronic Address: 31. COUNTER; REJECTION. This off Initials only of party (Buyer or Seller) where END OF C 32. BROKER'S ACKNOWLEDGMEN' (To be completed by Broker working with F Broker Does Does Not acknowledge agrees to cooperate upon request with any n Holder and, except as provided in § 24, if th or other written notice of termination, Earnor	DATE Cer is Countered Rejected. ho countered or rejected offer CONTRACT TO BUY AND SELL REAL ESTATE TS AND COMPENSATION DISCLOSURE.	s the Earnest Money Notice to Terminate titten mutual

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686		Earnest Money to Earnest Money Holder.		
687 688 689	Broker is working with I	Buyer as a 🛛 Buyer's Agent 🗍 : Status.	Seller's Agent 🛛 Transactio	n-Broker in this transaction.
690		nsation or commission is to be paid by	Listing Brokerage Firm	Buyer
692	Brokerage Firm's Name:			
	375 East Ho Fort Collin	Inc. Real Estate prsetooth Road #1 ns, CO 80525 -223-0700, Fax: 970-223-2999		
	Ву:			
	Signature	The Group, Inc. Real Estate		Date
693	Electronic Address:			
694 695	33. BROKER'S ACKN	IOWLEDGMENTS AND COMPENSA	TION DISCLOSURE	
696	(To be completed by Bro		TION DISCLOSURE.	
697	Proker Doos Doos	Not acknowledge receipt of Earnest Mo	nov denosit modified in § 4.1 and	
699	agrees to cooperate upon	request with any mediation concluded un	der § 23. Broker agrees that if Br	okerage Firm is the Farnest Money
700	Holder and, except as pro	ovided in § 24, if the Earnest Money has n	ot already been returned following	ig receipt of a Notice to Terminate
701	or other written notice of	termination, Earnest Money Holder shall	release the Earnest Money as dir	ected by the written mutual
702	mutual instructions prov	e of Earnest Money shall be made within f ided the Earnest Money check has cleared	IVE days of Earnest Money Holde Broker agrees that if Earnest M	r's receipt of the executed written
704	Brokerage Firm identifie	d in § 32 or § 33, Closing Instructions sig	ned by Buyer, Seller, and Earnest	Money Holder must be obtained
705	on or before delivery of l	Earnest Money to Earnest Money Holder.		-
706 707	Broker is working with S	eller as a 🛛 Seller's Agent 🗍 Buye	r's Agent 🛛 Transaction-Bro	ker in this transaction \Box This is a
708	Change of Status.			
709	Prokorage Firm's compet	sation or commission is to be paid by \Box		
711	Diokerager mins comper	isation of commission is to be paid by –	Seller — Duyer — Other	•
712	Date:			
		THE GROUP, INC. REAL ESTATE ASSO	CIATES	
714	Broker's Name:			
715				
716	Address:	Broker's Signature 375 E. HORSETOOTH ROAD		Date
717 718	Autt 633.	FORT COLLINS, CO 80525		
	Phone No.:	970-223-0700		
	Fax No.:	970-223-2999		
721	Electronic Address:			

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. (SPD19-8-10) (Mandatory 1-11)

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

SELLER'S PROPERTY DISCLOSURE (ALL TYPES OF PROPERTIES)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" Column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date:

Property Address:

Seller:

	I, IMPROVEMENTS						
А.	STRUCTURAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments	
1	Structural problems						
2	Moisture and/or water problems						
3	Damage due to termites, other insects, birds, animals or rodents						
4	Damage due to hail, wind, fire or flood						
5	Cracks, heaving or settling problems						
6	Exterior wall or window problems						
7	Exterior Artificial Stucco (EIFS)						
8	Any additions or alterations made			-			
9	Building code, city or county violations						
В.	ROOF			Do Not			
	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments	
1	Roof problems						
2	Roof material Age						
2	Roof material Age						
<u>3</u> 4	Roof leak: Past Roof leak: Present						
4 5	Damage to roof: Past						
6	Damage to roof: Present						
7	Roof under warranty until . Transferable						
8	Roof work done while under current roof warranty						
9	Skylight problems						
10	Gutter or downspout problems						

		INWO	RKING	CONDITION	1		
C.	APPLIANCES		1		A	T	l
Ŭ.	Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
	Built-in vacuum system & accessories	103	110	IXHUW	IXIIOWII		Comments
2	Clothes dryer						
3	Clothes washer				1	+	
4	Dishwasher					1	
5	Disposal				1		
6	Freezer						
7	Gas grill						
8	Hood						
9	Microwave oven						
10	Oven						
11	Range						
12	Refrigerator						
13	T.V. antenna 🗆 Owned 🗆 Leased						
14	Satellite system or DSS dish Owned						
	Leased						
15	Trash compactor						
<u> </u>		DING	DUDIO	ONDITION	1		
-		IN WO	RKING (CONDITION		1	
D.	ELECTRICAL & TELECOMMUNICATIONS	V	N	Do Not	Age If	NT (1)	
	Are the following now in working condition:	Yes	No	Know	Known	N/A	Comments
1	Security System: Owned Leased						
2	Smoke/fire detectors: Battery Hardwire						
3	Carbon Monoxide Alarm Battery						
	Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical: Phase Voltage						
8	Telecommunications (T1, fiber, cable,						
	satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cables				<i>x</i>		•
	□ _{No}						
11	Ceiling fans						
	Garage door opener						
	Garage door control(s) #						
	Intercom/doorbell						
	In-wall speakers						
	220 volt service						
17	Landscape lighting						
			01/10/0	0.100			
	MECHANIC		KKING C	ONDITION			
E.	MECHANIC Are the following now in working condition:	v.	ът. I	Do Not	Age If		
1	Are the following now in working condition: Air conditioning:	Yes	<u>No</u>	Know	Known	N/A	Comments
	Evaporative cooler						
	Window units						
	Central						
	Computer room						
2	Attic/whole house fan						
2	Vent fans						
<u> </u>	Humidifier		+				
4	110001011161		1				

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		INWO	ORKING	CONDITION	T		
			I	Do Not	Age If	1	
E.	MECHANICAL (Continued)	Yes	No	Know	Known	N/A	Comments
5	Air purifier		1.50	ARMOTT	INIUTIA		Comments
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system:						
I	Type Fuel						
	Type Fuel				1		
11	Water heater: Number of						
	Fuel type Capacity						
12							
	Fireplace insert						
14							
15	When was fireplace/wood stove,						
I	chimney/flue last cleaned: Date:						
	Do not know			,			
16	Fuel tanks: Owned Leased						
17							
	Exterior						
	Hose Type						
18	Overhead door						
	Entry gate system						
	Elevator/escalators						
21	Lift/hoist/crane						
							·
	WARED ONWED & OFFICE VERY	INWO	RKING	CONDITION			
F.	WATER, SEWER & OTHER UTILITIES	.		Do Not	Age If		
	Are the following now in working condition:	Yes	No	Know	Known	N/A	Comments
1	Water filter system:						
2	Water softener: Owned Leased		444004000000000	6494000144008130000000000000000			
3	Sewage problems: Yes No						
4	Lift station (sewage ejector pump)						
<u>5</u> 6	Drainage, storm sewers, retention ponds						
	Grey water storage/use						
7	Plumbing problems Yes No				1		
8	Sump Pump	1000000000000					
8 9	Underground sprinkler system			-			
10	Fire sprinkler system						
11	Polybutylene pipe:						
	Yes No Do not know						
12	Galvanized pipe:						
	\Box Yes \Box No \Box Do not know			ALL CAR			
13							
	Backflow prevention device:						
	Backflow prevention device:						
	Backflow prevention device: Domestic Irrigation Fire Sewage						
	Backflow prevention device:						

G.	OTHER DISCLOSURES - IMPROVEMENTS	Yes	No	Do Not Know	N/A	Comments
1	Included fixtures and equipment now in working condition					
2						
3						
4						

		II. GH	NERA	Ĺ		
H.	USE, ZONING & LEGAL ISSUES		T	Do Not	T	
	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Current use of the Property					
2	Zoning violation, variance, conditional use, violation of		1		1	
	an enforceable PUD or non-conforming use					
3	Notice or threat of condemnation proceedings					
4	Notice of any adverse conditions from any					
	governmental or quasi-governmental agency					
	that have not been resolved]			
5	Violation of restrictive covenants or owners'					
	association rules or regulations					
6	Any building or improvements constructed					
	within the past one year from this Date					
	without approval by the Association or the designated approving body					
7	Notice of zoning action related to the					
'	Property					
8	Notice of ADA complaint or report					
9	Other legal action					
É			1			I
	· · · · · · · · · · · · · · · · · · ·					
				Do Not		
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Know	N/A	Comments
	Do any of the following conditions now exist:					
1	Any access problems					
2	Roads, driveways, trails or paths through					
	the Property used by others					
3	Public highway or county road bordering					
	the Property					
4	Any proposed or existing transportation					
	project that affects or is expected to affect					
5	the Property Encroachments, boundary disputes or					· · · · · · · · · · · · · · · · · · ·
2	unrecorded easements					
6	Shared or common areas with adjoining properties					
0 7	Cross-parking agreement, covenants, easements					
8	Requirements for curb, gravel/paving, landscaping					
	Flooding or drainage problems: Past					
<u>9</u>						
	Flooding or drainage problems: Present					
11	Signs: Owned Leased				1	
12	Signs: Government or private restriction problems				1	

J.	WATER & SEWER SUPPLY			Do Not	Ι	
-	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Water Rights: Type			r		
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: Public Community Well	Shared	Well	Cistern	None	
	If the Property is served by a Well, a copy of the Well Permit Drilling Records Are Are not attached. Shared The Water Provider for the Property can be contacted at:			Not attached. nt Yes [Well P □ No.	
1	Name:			Address:		
	Web Site: There is neither a Well nor a Water Provider for the Prope			Phone No).:	
I	I here is neither a well nor a water Provider for the Prope	rty. The	source	of potable wa	iter for th	e Property is [describe source]:
	SOME WATER PROVIDERS RELY, TO VARYING DE CONTACT YOUR PROVIDER (OR INVESTIGATE TH SUFFICIENCY OF THE PROVIDER'S WATER SUPPI	IE DES	S, ON I CRIBE	NONRENEW 2D SOURCE)) TO DE'	TERMINE THE LONG-TERM
7	Type of sanitary sewer service: Public Community If the Property is served by an on-site septic system, supply to Type of septic system: Tank Leach Lagoon	Septic buyer a	copy of	n None f the permit.	Other	
К.	ENVIRONMENTAL CONDITIONS					
	Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products					
2	Underground storage tanks					
3	Aboveground storage tanks			·····		
4	Underground transmission lines	· ·				
5						
5 6	Pets kept on the Property					
	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment					
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property					
9	Mine shafts, tunnels or abandoned wells on the Property					
10	Within governmentally designated geological hazard or sensitive area					
11	Within governmentally designated flood plain or wetland			-		
12	area Governmentally designated noxious weeds (within last 3					
	years only) If yes, see Section O.					
13	Dead, diseased or infested trees or shrubs					
14	Environmental assessments, studies or reports done involving the physical condition of the Property					
15	Property used for any mining, graveling, or other natural					
	resource extraction operations such as oil and gas wells					
16	Endangered species on the Property					
17	Archeological features, fossils, or artifacts on the Property					
18	Interior of Improvements of Property Tobacco Smoke-free					
19	Other environmental problems					

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

		TH.	LAND			
N.	CROPS, LIVESTOCK & LEASES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Crops being grown on the Property					
2	Seller owns all crops				1 7	
3	Livestock on the Property			1	1	
4	Any land leased from others:					
0.	NOXIOUS WEEDS Do any of the following conditions now exist:					
	The Colorado Weed Management Act became law on January weed management plan outlining the rules governing identified LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE KNAPWEED, DALMATION TOADFLAX and YELLOW T	cation an E, LEAF	nd meth Y SPUI	hod of eradicat RGE, CANAI	tion. The DIAN TH	State of Colorado has identified PURPLE HISTLE, DIFFUSE KNAPWEED, RUSSIAN
['	Have any of the following occurred to the Property	· · · · ·		Do Not	1 7	
	within the last 3 years:	Yes	No	Know	N/A	Comments
1	Identification of noxious weeds	<u> </u>			<u>'</u>	
2	Subject to written weed control plan	['	[]	·		
3	Herbicides applied	\Box	['		,	
4	Biological agents or insects released on any of the	· · ·	[]			
	noxious weeds	<u> '</u>	I'			
Britanna an						
Р.	OTHER DISCLOSURES - Land	_	\square	Do Not		
\vdash	Do any of the following conditions now exist:	Yes	No	Know	N/A	Comments
1	Any part of the Property enrolled in any governmental	1	Γ'			
'	programs such as Conservation Reserve Program	1 1	1 '			
\vdash	(CRP), Wetlands Reserve Program (WRP), etc.	<u> '</u>	 '		<u> </u>	
2	Conservation easement	1 '	1 '		1 1	

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection

PREPARED BY: The Group, Inc. Real Estate,

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SPD 19-8-10, SELLER'S PROPERTY DISCLOSURE (ALL TYPES OF PROPERTIES). Colorado Real Estate Commission RealFA\$T® Software, ©2011, Version 6.16. Software Registered to: Susan L. Orth, The Group, Inc. Real Estate

services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

SELLER		DATE	
			· ·
SELLER		DATE	

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and

h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer hereby receipts for a copy of this Disclosure.

BUYER

DATE



2803 East Harmony Road Fort Collins, CO 80528 Office 970\229-0700 Fax 970\223-7887



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

Lead-Based Paint Obligations of Seller

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

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

2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home."

3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/ or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.

5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known	as No			
	Street Address	City	State	Zip
SELLER			DATE	
SELLER			DATE	



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

Zip

State

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.
- Presence of lead-based paint and/or lead-based paint hazards (check one box below): (b)

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) <u>Records</u> 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

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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

MAR

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

SELLER	 		DATE
SELLER			DATE
		•	
BUYER			· · ·
DOIER			DATE

Real Estate Licensee (Listing)

Real Estate Licensee (Selling)

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. (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.

Standard/Methodology/Manner	Date Measured	<u>Square Footage</u>
Exterior measurement		
DFHA		
DANSI	· · · · · · · · · · · · · · · · · · ·	
□Local standard		
□ Other	_ <u> </u>	

2. Other Source of Measurement:

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

Source of Square F	ootage Information	Date	Square Footage
 Prior appraisal Building plans Assessor's office Other 	(Date of document) (Date of Document) (Date obtained)		

Measurement is for the purpose of <u>marketing</u>, may not be exact and is<u>not</u> 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	

.



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.

What is radon?

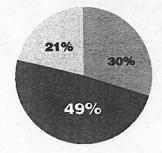
Radon is an invisible, odorless, radioactive gas created during the natural decay of uranium in the soil. Radon is everywhere, and Colorado has higher concentrations than other regions. Radon gas is drawn into homes and other buildings through cracks and openings in basements, crawl spaces and slabs. 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

> Below 4pCi/L EPA acceptable level

4-9.9 pCi/L action recommended

10+PCi/L action bigbly recommende





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:

• 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



fcgov-sem

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 Citydesignated 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 it 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.

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



The Poudre River



Mountain Avenue

Owners Authorization and Request for Homeowner Association Documents

То:	
Homeowner Association	_
Management Company	
Address	
City, Sate, Zip	
Phone, Fax or Website	
I/We hereby authorize The Group, Inc Real Esta	te to access my HOA account.
Username	
Password	
OR I/We hereby authorize The Group, Inc. Real Est	ate to set up an account on my/our behalf.
Re:	
Property Address	
Owner/Seller	-

I/We, as owner(s) Seller(s) of the above referenced property, authorize you to release the following documents to my Real Estate Company, The Group, Inc. Real Estate:

1 .Most recent financial documents including:

- a) annual balance sheet
- b) annual income and expenditures statement
- c) annual budget (herein collectively "Financial Documents")
- d) meeting minutes from the most recent annual meeting
- e) minutes from any director meetings from the last six (6) months
- 2. Please also include any or all of the following that apply:
 - a) Bylaws
 - b) Rules and Regulations
 - c) Party Wall Agreements

3. Is the Homeowners Association involved in or aware of any pending or on-going lawsuits?

4. Is there a transfer fee? _____ If so, home much? ____Reserve Fee? _____ Working Capital? _____ Electronic status letter fee? _____ Document/info online fee? _____

5. Is there any outstanding assessments? _____ If so, how much? _____

It is a requirement of the Colorado Real Estate Contract for these documents to be released.

Sincerely,

Owner/Seller	Date	Owner/Seller	Date
The Group, Inc. Real Estate, 28	03 E. Harmony Road, Fort (Collins. CO 80528	Ph: (970) 229-0700 Attn:
The Group, Inc. Real Estate, 37	5 E. Horsetooth Rd., Bldg. I	, Fort Collins, CO 80525	Ph: (970) 223-0700 Attn:
The Group, Inc. Real Estate. 40	1 W. Mulberry Street, Fort (Collins, CO 80521	Ph: (970) 221-0700 Attn:
The Group, Inc. Real Estate, 54	01 Stone Creek Circle, Love	eland, CO 80538	Ph: (970) 613-0700 Attn:
The Group, Inc. Real Estate, 32.	57 W. 20th Street, Greeley,	CO 80634	Ph: (970) 392-0700 Attn:
The Group, Inc. Real Estate, 14	01 W. 29th Street. Loveland	, CO 80538	Ph: (970) 663-0700 Attn: