

# **ATTENTION BROKERS**

If your client is interested in presenting an offer on this property, please, take one of these packets. Fax offer's to 303-845-6521 with a follow up phone call to 720-530-5661 to let us know to look for the offer. **Please include the following signed copies along with your offer:**

- **Square Footage Disclosure**
- **Source Of Water Addendum**
- **Closing Instructions**
- **Lead-Based Paint Disclosure**
- **Seller's Property Disclosure**
- **Pre-qualification letter with Lender contract information**

**Our Main Office Is Located At:**

**RE/MAX AFFILIATES  
1019 8<sup>TH</sup> St.  
Golden, CO 80401  
303-277-1322 Main Office**

**Earnest Money (\$13,000):**

**Payable to First American Title Insurance Company. Please deliver earnest money check with original contract and documents to our offices within 24 hours of acceptance of contract.**

**Listing Broker Information:**

**Sally Ann Roper  
RE/MAX Affiliates  
1019 8<sup>th</sup> St. Golden, CO 80401  
Office: 303-277-1322 or Cell: 720-530-5661  
E-Mail: SallyAnnRoper@aol.com  
Website: [www.RealEstateInvestmentsForYou.com](http://www.RealEstateInvestmentsForYou.com)**



**RE/MAX**<sup>®</sup>

**AFFILIATES**

1019 8th Street  
Golden, Colorado 80401

Direct: 720-530-5661

(303) 845-6521 (Fax)

email: SallyAnnRoper@aol.com



**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:**

1600 Race St. Denver COLORADO 80206  
Street Address City State Zip

**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	Square Footage
<input type="checkbox"/> Exterior measurement		
<input type="checkbox"/> FHA		
<input type="checkbox"/> ANSI		
<input type="checkbox"/> Local standard		
<input type="checkbox"/> Other		

**2. Other Source of Measurement**

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below: **SQUARE FOOTAGE TOTAL INCLUDES CARRIAGE HOUSE AND BASEMENT.**

**Source of Square Footage Information**

	Date	Square Footage
<input checked="" type="checkbox"/> Prior appraisal (Date of document)	<u>04/09/2004</u>	<u>8328</u>
<input type="checkbox"/> Building plans (Date of document)		
<input type="checkbox"/> Assessor's office (Date obtained)		
<input checked="" type="checkbox"/> Other <b>BUYER TO VERIFY SQUARE FOOTAGE</b>		

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

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

Listing Licensee By: Sally Ann Roper Date: WEDNESDAY, JUNE 30, 2010

The undersigned acknowledge receipt of this disclosure.

Seller: No Warranty Date: \_\_\_\_\_ Seller: No Warranty Date: \_\_\_\_\_  
Dan Sillers Iva Lou Bailey

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

**SEVERAL DOCUMENTS WITH DIFFERENT AMOUNTS OF SQUARE FOOTAGE  
BUYER TO VERIFY ALL SQUARE FOOTAGE. SELLER NOT RESPONSIBLE FOR  
SQUARE FOOTAGE TOTALS**

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (SF94-5-04)



**RE/MAX**  
**AFFILIATES**

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Golden, Colorado 80401

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email: SallyAnnRoper@aol.com



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

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

Date: Wednesday, June 30, 2010

**1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.**

Contract to Buy and Sell Real Estate between Seller and Buyer dated  
(Contract), for the purchase and sale of the Property

This Source of Water Addendum (Addendum) is made a part of that

known as No. 1600 Race St. Denver COLORADO 80206  
Street Address City State Zip

**2. SOURCE OF POTABLE WATER.**

Seller discloses the following information for the source of potable water for the Property:

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

2.1. The Property's source of water is a Well.  
If a well is the source of water for the Property, a copy of the current Well Permit  
 is  Is Not attached.

2.2. The Water Provider for the Property can be contacted at:  
Name: DENVER WATER  
Address: 1600 W. 12th Ave Denver, CO 80204  
Web Site: www.denverwater.org  
Phone No.: 303-893-2444

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

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

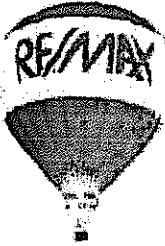
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: Dan Sillers Date: 6-30-10  
Dan Sillers

Seller: Iva Lou Bailey Date: 6/30/10  
Ivy Bailey  
Iva Lou Bailey

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

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



**RE/MAX**

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**CLOSING INSTRUCTIONS**



Date: Wednesday, June 30, 2010

**1. PARTIES, PROPERTY.**

Dan Sillers and Ivy Bailey IVA LOU BAILEY

, Seller, and

, Buyer, engage First American Title Insurance Company, 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

known as No. 1600 Race St. Denver COLORADO 80206  
Street Address City State Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated Wednesday, June 30, 2010, including any counterproposals and amendments (Contract).

**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) that are necessary to carry out the terms and conditions of the Contract.

**3. CLOSING FEE.** Closing Company will receive a fee not to exceed \$ \$300.00 for providing these closing and settlement services.

**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 and 9.

**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.

**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.

**7. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.

**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.

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission (18-9-08)

RE/MAX Affiliates

Buyer's Initials: \_\_\_\_\_  
6/28/2010 4:16 PM

Seller's Initials: MB SD 0486 1017915590217 (Mandatory 1-09)

**9. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money 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 the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole 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 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 interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

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

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

**12. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when 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 exemption exists.

**13. ADDITIONAL PROVISIONS.**  
 (The following additional provisions have not been approved by the Colorado Real Estate Commission.)  
*None Other*

**14. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

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

**16. NOTICE, DELIVERY AND CHOICE OF LAW.**

**16.1. Physical Delivery.** Except as provided in § 16.2, all notices must be in writing. Any notice or document to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

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

- Facsimile
- E-mail
- Internet
- No Electronic Delivery.

Documents with original signatures shall be provided upon request of any party.

**16.3. Choice of Law.** This 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.

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (16-9-08)

(Mandatory 1-09)

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

Seller: Dan Sillers Date: 6/30/10

Seller: Ivy Bailey Date: 6/30/10  
Ivy Bailey  
Iva Lou Bailey

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

Closing Company's Name: \_\_\_\_\_

First American Title Insurance Company

Authorized Signature Gee Singh

Title \_\_\_\_\_

Address: 201 UNION BLVD SUITE 100 LAKEWOOD CO 80228

Phone No.: 303-989-2884 Fax No.: 877-358-4527 Email Address: geesingh@firstam.com

( TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY )

SALLY ANN ROPER

(Broker)

Working with Seller  Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee

not to exceed \$ \$5.00 at the sole expense of Broker, the following legal documents:

- Deed
- Bill of Sale
- Colorado Real Estate Commission approved Promissory Note
- Colorado Real Estate Commission approved Deed of Trust.

Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: RE/MAX Affiliates

Date: 6/30/10 Broker's Name: SALLY ANN ROPER

Broker's Signature: Sally Ann Roper

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

Closing Company's Name: First American Title Insurance Company

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (CL8-9-08) (Mandatory 1-09)



**RE/MAX**®

**AFFILIATES**

1019 8th Street  
Golden, Colorado 80401

Direct: 720-530-5661

(303) 845-6521 (Fax)

email: SallyAnnRoper@aol.com

# Lead-Based Paint Disclosure (Sales)



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

<u>1600 Race St.</u>	<u>Denver</u>	<u>COLORADO</u>	<u>80206</u>
(Street Address)	City	State	Zip)

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

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

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

### Lead Warning Statement

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

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

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

NOT APPLICABLE

- (c) Records and reports available to Seller (check one box below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

NOT APPLICABLE

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

RE/MAX Affiliates

Buyer's Initials: \_\_\_\_\_  
6/28/2010 4:21 PM

Seller's Initials: *[Signature]* 0486 1017915590217

Qes Contracts © 1993 - 2009 Qes, Inc. 1-800-795-7759

**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**

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

**Certification of Accuracy**

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

Seller: *Dan Sillers* Date: 6/30/10  
Dan Sillers

Seller: *Iva Lou Bailey* Date: 6/30/10  
*Ivy Bailey*  
IVA LOU BAILEY

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

**Real Estate Licensee (Listing)**

By: (Signature) *Sally Ann Roper*  
Sally Ann Roper

**Real Estate Licensee (Selling)**

By: (Signature) \_\_\_\_\_

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**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 the best of 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: Wednesday, June 30, 2010

Property Address:

1600 Race St.

Denver

COLORADO

80206

Seller:

Dan Sillers and by Bailey- IVA LOU BAILEY

**I. IMPROVEMENTS**

If this box is checked, there are no structures or improvements on the Property; do not complete Sections A - G.

A.	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)				✓	Front Porch Replace Repair + Roots out
8	Any additions or alterations made			✓		
9	Building code, city or county violations			✓		

B.	ROOF	Yes	No	Do Not Know	N/A	COMMENTS
1	Roof problems		✓			
2	Roof material _____ Age <u>dont know</u>					Wood with comp shingle covering
	Roof material _____ Age <u>dont know</u>					
3	Roof leak: Past		✓			
4	Roof leak: Present		✓			
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		✓			

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(Mandatory 1-09)

RE/MAX Affiliates

Buyer's Initials: \_\_\_\_\_  
6/28/2010 4:19 PM

Seller's Initials: MB IB 0486 1017915590217

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		IN WORKING CONDITION					COMMENTS
C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	
1	Built-in vacuum system & accessories					✓	
2	Clothes dryer					✓	
3	Clothes washer					✓	
4	Dishwasher	✓					
5	Disposal	✓					
6	Freezer					✓	
7	Gas Grill					✓	
8	Hood	✓					
9	Microwave oven	✓					
10	Oven	✓					
11	Range	✓					
12	Refrigerator	✓					
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					✓	
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					✓	
15	Trash Compactor					✓	

		IN WORKING CONDITION					COMMENTS
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	
1	Security system: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	✓					
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	✓					Bug + Battery Backup.
4	Light fixtures	✓					
5	Switches & outlets	✓					
6	Aluminum wiring (110)			✓			
7	Electrical: Phase _____ Voltage _____ Amps _____	✓					
8	Telecommunications (T1, fiber, cable, satellite)					✓	
9	Inside telephone wiring & blocks/jacks	✓					
10	Abandoned communication cables: <input type="checkbox"/> Yes <input type="checkbox"/> No			✓			
11	Ceiling fans	✓					
12	Garage door opener					✓	NA
13	Garage door control(s) # _____					✓	NA
14	Intercom/doorbell	✓					
15	In-wall speakers					✓	
16	220 volt service	✓					
17	Landscape lighting					✓	

		IN WORKING CONDITION					COMMENTS
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	
1	Air conditioning:						
	Evaporative cooler		✗			✓	
	Window units	✓					
	Central	✓					Top Floor + Carriage House
	Computer room	✓					
2	Attic/whole house fan						N/A
3	Vent fans						NA
4	Humidifier						NA
5	Air purifier						NA

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(Mandatory 1-09)

RE/MAX Affiliates

Buyer's Initials: \_\_\_\_\_  
6/28/2010 4:19 PM

Seller's Initials: *MB RB* 0486 1017915590217

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E.	MECHANICAL (Continued)	IN WORKING CONDITION			Age If Known	N/A	COMMENTS
		Yes	No	Do Not Know			
6	Sauna					✓	
7	Hot tub or spa					✓	
8	Steam room/shower					✓	
9	Pool					✓	
10	Heating system: Type <u>Hot Water</u> Fuel <u>Gas</u> Type _____ Fuel <u>Electric</u>	✓					Baseboard in kitchen
11	Water heater: Number of _____ Fuel type <u>GAS</u> Capacity <u>40</u>	✓					
12	Fireplace: Type <u>GAS</u> Fuel <u>GAS</u>	✓					
13	Fireplace insert		X			✓	
14	Stove: Type _____ Fuel <u>Electric</u>	<del>✓</del>				<del>✓</del>	N/A
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input checked="" type="checkbox"/> Do not know	✓					FIXING CHIMNEY
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					✓	
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type _____					✓	
18	Overhead door					✓	
19	Entry gate system					✓	
20	Elevator/escalators					✓	
21	Lift/hoist/crane					✓	

F.	WATER, SEWER & OTHER UTILITIES	IN WORKING CONDITION			Age If Known	N/A	COMMENTS
		Yes	No	Do Not Know			
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					✓	
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					✓	
3	Sewage problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)					✓	
5	Drainage, storm sewers, retention ponds					✓	
6	Gray water storage/use					✓	
7	Plumbing problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump					✓	
9	Underground sprinkler system	✓				<del>✓</del>	
10	Fire sprinkler system					✓	
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
12	Galvanized pipe: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage						
14	Irrigation pump					✓	
15	Well pump					✓	

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Seller's Initials: MB  
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		IN WORKING CONDITION				
G.	OTHER DISCLOSURES - IMPROVEMENTS	Yes	No	Do Not Know	N/A	COMMENTS
1	Included fixtures and equipment in working condition					
2	Lawn sprinkler system	✓				Back Staircase / Fire escape
3	Fan lights	✓				2 Bathrooms
4	Central AC Carnage House	✓				Parking lot

Outdoor lighting, sheet rock GENERAL office closets

H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	COMMENTS
1	Current use of the Property					BUSINESS
2	Zoning violation, variance, conditional use, 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		✓			

I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	COMMENTS
1	Any access problems		✓			
2	Roads, driveways, trails or paths through the Property used by others	✓				ARGUS HOME HEALTH
3	Public highway or county road bordering the Property		✓			
4	Any proposed or existing transportation project that affects or is expected to affect the Property		✓			
5	Encroachments, boundary disputes or unrecorded easements		✓			
6	Shared or common areas with adjoining properties		✓			
7	Cross-parking agreement, covenants, easements		✓			
8	Requirements for curb, gravel/paving, landscaping		✓			
9	Flooding or drainage problems: Past		✓			
10	Flooding or drainage problems: Present		✓			
11	Signs: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	✓				
12	Signs: Government or private restriction problems		✓			

J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	COMMENTS
1	Water rights Type		✓			
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: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.					

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J.	WATER & SEWER SUPPLY (Continued)	Yes	No	Do Not Know	COMMENTS
	The Water Provider for the Property can be contacted at: Name: <u>Denver Water</u> Address: <u>1600 W. 12<sup>th</sup> Ave Denver 80204</u> Web Site: <u>www.denverwater.org</u> Phone No: <u>303-893-2444</u> <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]:  <b>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.</b>				

7 Type of sanitary sewer service:  Public  Community  Septic System  None  Other \_\_\_\_\_  
 If the Property is served by an on-site septic system, supply to buyer a copy of the permit.  
 Type of septic system:  Tank  Leach  Lagoon

K.	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	Pets kept on the Property		✓			
6	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 area		✓			
12	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		✓			

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L. COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY						COMMENTS
Yes	No	Do Not Know	N/A			
	<input checked="" type="checkbox"/>					
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				

M. OTHER DISCLOSURES - GENERAL						COMMENTS
Yes	No	Do Not Know	N/A			
<input checked="" type="checkbox"/>					ARGUS Home Health	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				

III. LAND

N. CROPS, LIVESTOCK & LEASES						COMMENTS
Yes	No	Do Not Know	N/A			
	<input checked="" type="checkbox"/>					
			<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>				
		<input checked="" type="checkbox"/>				

O. NOXIOUS WEEDS					
<p>The Colorado Weed Management Act became law on January 1, 1992. The law requires that every county or municipality in Colorado adopt a weed management plan outlining the rules governing identification and method of eradication. The State of Colorado has identified PURPLE LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE, LEAFY SPURGE, CANADIAN THISTLE, DIFFUSE KNAPWEED, RUSSIAN KNAPWEED, DALMATION TOADFLAX and YELLOW TOADFLAX, among others, as noxious weeds.</p>					
<p>Have any of the following occurred to the Property within the last 3 years:</p>					
Yes	No	Do Not Know	N/A	COMMENTS	
	<input checked="" type="checkbox"/>				
			<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>				
	<input checked="" type="checkbox"/>				

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P.	OTHER DISCLOSURES - Land	Yes	No	Do Not Know	N/A	COMMENTS
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.		<input checked="" type="checkbox"/>			
2	Conservation easement		<input checked="" type="checkbox"/>			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This form is not intended as a substitute for an inspection of the Property.

**ADVISORY TO SELLER:**  
**Failure to disclose a known material defect may result in legal liability.**

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

Seller: *Dan Sillers* Date: 6/30/10  
 Dan Sillers

Seller: *Iva Lou Bailey* Date: 6/30/10  
 Iva Lou Bailey

1. Even though Seller has answered the above questions to the best of 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 the best of "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

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

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

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

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

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

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

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