

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (SPD29-10-11) (Mandatory 1-12)

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

**SELLER'S PROPERTY DISCLOSURE
 (RESIDENTIAL)**

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

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

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

Date: **1/23/2012**
 Property Address: **6260 W Cross Pl Littleton CO 80123**
 Seller: **Thomas A Dougherty and Amy L Dougherty**

I. IMPROVEMENTS								
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				X			
2	Moisture and/or water problems				X			
3	Damage due to termites, other insects, birds, animals or rodents				X			
4	Damage due to hail, wind, fire or flood				X			
5	Cracks, heaving or settling problems				X			
6	Exterior wall or window problems				X			
7	Exterior Artificial Stucco (EIFS)				X			
8	Any additions or alterations made				X			
9	Building code, city or county violations					X		
B. ROOF								
Do any of the following conditions now exist:				Yes	No	Do Not Know	N/A	Comments
1	Roof problems				X			
2	Roof material:	ASPHALT	Age	1.5 years		X		
3	Roof leak: Past				X			
4	Roof leak: Present				X			
5	Damage to roof: Past				X			
6	Damage to roof: Present				X			
7	Roof under warranty until					X		Transferable
8	Roof work done while under current roof warranty				X			
9	Skylight problems				X			
10	Gutter or downspout problems				X			
C. APPLIANCES								
Are the following now in working condition:				IN WORKING CONDITION		Age If Known	N/A	Comments
1	Built-in vacuum system & accessories			X				
2	Clothes dryer			X				
3	Clothes washer			X				
4	Dishwasher			X				
5	Disposal			X				
6	Freezer			X				
7	Gas grill						X	
8	Hood			X				
9	Microwave oven			X				
10	Oven			X				

Buyer(s) Initials _____ Seller(s) Initials _____

11	Range						
12	Refrigerator						
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						X
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						X
15	Trash compactor						X

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

		IN WORKING CONDITION					
E. MECHANICAL	Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning:	X					
	Evaporative cooler					X	
	Window units					X	
	Central	X					
2	Attic/whole house fan					X	
3	Vent fans	X					
4	Humidifier					X	
5	Air purifier					X	
6	Sauna					X	
7	Hot tub or spa					X	
8	Steam room/shower					X	
9	Pool					X	
10	Heating system: Type FORCED AIR Fuel NAT. GAS	X					
11	Water heater: Number of 1 Fuel type NAT. GAS Capacity 50 gal	X					
12	Fireplace: Type Fuel GAS					X	
13	Fireplace insert	X					
14	Stove: Type Fuel						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					X	
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior					X	
18	Overhead door					X	
19	Entry gate system					X	
20	Elevator/escalators					X	

		IN WORKING CONDITION					
F. WATER, SEWER & OTHER UTILITIES	Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					X	

Buyer(s) Initials _____ Seller(s) Initials _____

6 Type of water supply: Public Community Well Shared Well Cistern None
 If the Property is served by a Well, a copy of the Well Permit Is Is Not attached. Well Permit #: _____
 Drilling Records Are Are Not attached. Shared Well Agreement Yes No.
 The Water Provider for the Property can be contacted at:
 Name: _____ Address: _____
 Web Site: _____ Phone No.: _____
 There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]:

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

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

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		X			
2		X			
3		X			
4	X				POWER / CABLE
5	X				
6		X			
7		X			
8		X			
9			X		
10			X		
11		X			
12		X			
13			X		
14			X		
15	X				
16			X		

L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1	X				
2		X			
3		X			

M. OTHER DISCLOSURES — GENERAL					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1		X			
2		X			
3		X			
4		X			
5		X			
6		X			

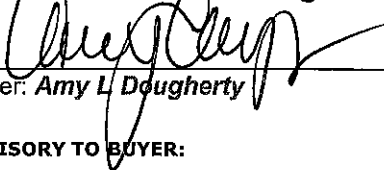
Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

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: Thomas A Dougherty Date: 1-27-12


Seller: Amy L Dougherty Date: 1/27/12

ADVISORY TO BUYER:

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

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

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

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

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

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

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

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD29-10-11. SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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SQUARE FOOTAGE DISCLOSURE

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

Property Address: **6260 W Cross Pl Littleton CO 80123**

1. Licensee Measurement

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

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

2. Other Source of Measurement :

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

<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	n/a	n/a
<input type="checkbox"/> Building plans (Date of document)	n/a	n/a
<input checked="" type="checkbox"/> Assessor's office (Date of document)	01/2012	2667+1275
<input type="checkbox"/> Other n/a	n/a	n/a

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

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

Listing

Licensee:



Alan J. Smith

Date: 1/23/2012

The undersigned acknowledge receipt of this disclosure.

Seller: Thomas A Dougherty

Date: 1-27-12

Seller: Amy L Dougherty

Date: 1/27/12

Buyer: _____

Date: _____

Buyer: _____

Date: _____

RE/MAX Professionals **RE/MAX Professionals**
8500 West Bowles Avenue Suite 100 Littleton, CO 80123
Alan J. Smith Broker/Owner The Alan Smith Team
Ph: 303.932.3306 Fax: 303.973.3439

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

2
3 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT**
4 **LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

5
6 **SOURCE OF WATER ADDENDUM**
7 **TO CONTRACT TO BUY AND SELL REAL ESTATE**

8 Date: 1/23/2012

9
10 **1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water
11 Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller
12 and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No.
13 **6260 W Cross Pl Littleton CO 80123**

14
15 **2. SOURCE OF POTABLE WATER.** Seller discloses the following information for the source of
16 potable water for the Property:


17
18 **[Select and complete 1, 2 or 3 as applicable.]**

19
20 **2.1** The Property's source of water is a Well. Well Permit #: _____
21 If a well is the source of water for the Property, a copy of the current Well Permit
22 Is Is Not attached.

23
24 **2.2** The Water Provider for the Property can be contacted at:
25 Name: Denver Water
26 Address: _____
27 Web Site: _____
28 Phone No.: _____

29
30 **2.3** There is neither a Well nor a Water Provider for the Property. The source of water
31 for the Property is [describe source]:
32

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

37
38 Seller:  Date: 1-27-12
39 **Thomas A Dougherty**

40
41 Seller:  Date: 1/27/12
42 **Amy L Dougherty**

43
44 Buyer: _____ Date: _____

45
46
47 Buyer: _____ Date: _____
48

SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2011 CTM Software Corp.

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CLOSING INSTRUCTIONS

Date: 1/23/2012

1. PARTIES, PROPERTY. *Thomas A Dougherty and Amy L Dougherty*, Seller, and _____, Buyer, engage Colorado Professionals Title, 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. 6260 W Cross PI Littleton CO 80123 and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, 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), and disburse all funds pursuant to the Contract 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 \$ 230 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, 9 and 10.

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 disbursing 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.

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

54 provided the Earnest Money check has cleared.

55

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

66

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

69

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

76

77 **13 . WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
78 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
79 Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
80 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

81

82 **14 . ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
83 Colorado Real Estate Commission.)

84 n/a

85

86 **15 . COUNTERPARTS.** This document may be executed by each party, separately, and when
87 each party has executed a copy, such copies taken together shall be deemed to be a full and
88 complete contract between the parties.

89

90 **16 . BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
91 of all signed documents that such brokers are required to maintain pursuant to the rules of the
92 Colorado Real Estate Commission.

93 **17 . NOTICE, DELIVERY AND CHOICE OF LAW.**

94 **17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing.
95 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
96 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
97 document to Seller shall be effective when physically received by Seller, any individual seller, any
98 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
99 Closing Company shall be effective when physically received by Closing Company, any individual of
100 Closing Company, or any representative of Closing Company.

101 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
102 written notice may be delivered in electronic form by the following indicated methods only:

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

105 **17.3 . Choice of Law.** This contract and all disputes arising hereunder shall be governed
106 by and construed in accordance with the laws of the State of Colorado that would be applicable to
107 Colorado residents who sign a contract in this state for property located in Colorado.

107

108

109 Buyer: _____ Date: _____

110

111 Address:
112 Address:
113 Phone No.:
114 Fax No.:
115 Electronic Address:

116

117 Buyer: _____ Date: _____

118

119 Address:
120 Address:
121 Phone No.:
122 Fax No.:
123 Electronic Address:

124

125  Date: 1-27-12

126 Seller: **Thomas A Dougherty**

127 Address:
128 Address:
129 Phone No.:

130 Fax No.:

131 Electronic Address:

132

133  Date: 1/27/12

134 Seller: **Amy L. Dougherty**

135 Address:
136 Address:
137 Phone No.:

138 Fax No.:

139 Electronic Address:

140

141

142 **Closing Company:** Colorado Professionals Title

143

144 _____ Date: _____

145 By:

146 Authorized Signature Title: _____

147 Address:

148 City:

149 Phone No.:

150 Fax No.:

151 Electronic Address:

152

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

154

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

156 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ n/a

157 at the sole expense of Broker, the following legal documents:

158

159 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
160 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
161 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
162 of the Contract.

163

164 The documents stated above shall be subject to Broker's review and approval and Broker

165 acknowledges that Broker is responsible for the accuracy of the above documents.

166

167 Brokerage Broker Firm's Name: **RE/MAX Professionals**
168 **The Alan Smith Team**

169

170



171

Broker: Alan J. Smith Date: 1/23/2012

172

173 Closing Company: **Colorado Professionals Title**

174

175 _____ Date: _____

176 By:

177 Authorized Signature _____ Title: _____

178

179 **CL8-8-10. CLOSING INSTRUCTIONS**

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