

## 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. 4008 Hinstead Evergreen CO 80439  
Street Address City State Zip

Date: 3-07-10

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

Seller BERNARD W LINCICOME

Seller JAYE S LINCICOME

## Lead-Based Paint Disclosure (Sales)

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

4008 Hinstead	Evergreen	CO	80439
Street Address	City	State	Zip

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

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

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

#### Lead Warning Statement

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

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

(a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

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

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

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

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

### Buyer's Acknowledgment

(d) Buyer has read the Lead Warning Statement above and understands its contents.

(e) Buyer has received copies of all information, including any records and reports listed by Seller above.

(f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

(g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

- Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
- Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Real Estate Licensee's Acknowledgment**

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.

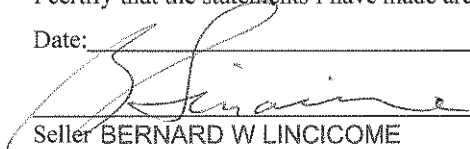
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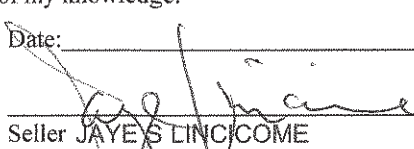
**Certification of Accuracy**

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

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

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

  
Seller BERNARD W LINCICOME

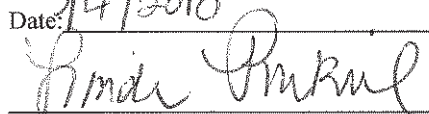
  
Seller JAYE S LINCICOME

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Date: 3/4/2010

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



Real Estate Licensee (Listing)  
Linda Pinkul

Real Estate Licensee (Selling)



RESIDENTIAL BROKERAGE  
Independently Owned and Operated by NRT, LLC



Linda Pinkul  
303-674-6667  
LINDAPINKUL@WISPERTEL.NET

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: 4008 Hinstead Evergreen CO 80439

#### 1. Licensee Measurement

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

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

#### 2. Other Source of Measurement:

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

	<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/>	Assessor's office (Date obtained)	<u>March 4, 2010</u>	<u>3051</u>
<input type="checkbox"/>	Other	_____	_____

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

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

By Linda Pinkul  
Listing Licensee Linda Pinkul

4/3/2010  
Date

The undersigned acknowledge receipt of this disclosure.

Bernard Lincicome 3/29/10  
Seller BERNARD LINCICOME Date

Jaye Lincicome  
Seller JAYE LINCICOME Date

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

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



Linda Pinkul  
 303-674-6667  
 LINDAPINKUL@WISPERTEL.NET

**Mold Disclosure**

There has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Not all molds are detectable by a visual inspection by a REALTOR or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the seller is not aware of.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problems is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and a carpet test but other procedures may be necessary. Any visible mold should be professionally evaluated.

Broker advises that every buyer should consider having a specific mold test performed by an environmental professional as either a separate test or an add-on to his or her whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water intrusion at the property since most molds thrive on moisture.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of a buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Broker.

Broker has not and cannot verify whether or not there is any health hazard at the property.

Property Address: 4008 Hinstead, Evergreen, CO 80439

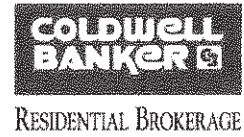
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER Bernard Lincicome DATE 03-07-10  
 BERNARD LINCICOME

SELLER Jaye Lincicome DATE 3/7/10  
 JAYE LINCICOME

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



To: Consumer

From: Coldwell Banker Residential Brokerage

Thank you for contacting us, your local Coldwell Banker Residential Brokerage office (hereinafter Broker), in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned by Broker or by Realogy Corporation. Realogy Corporation indirectly wholly owns NRT Incorporated, a parent company of your local Broker, and other brokerage offices throughout the nation. Realogy Corporation also owns the franchisor of the COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA® and SOTHEBY'S INTERNATIONAL REALTY® systems. Because of these relationships, the referral of business to these companies may provide us, or other related parties noted herein a financial or other benefit.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry); however, this will not affect the amount you pay to purchase or sell a property.

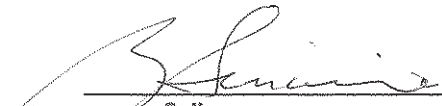
We have set forth below the full range of services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

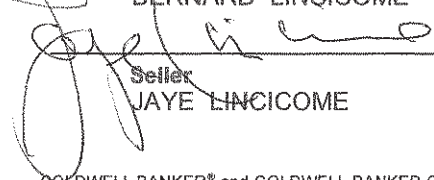
COMPANIES	HUD-1 DESCRIPTION / LINE DESIGNATION	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER <sup>1</sup>
<b>PHH HOME LOANS, LLC, dba COLDWELL BANKER HOME LOANS</b> Provides a full range of residential first mortgage loan products and services.  <b>MID-EXCHANGE, INC.</b> Acts as a qualified intermediary for Inc. 1031 Tax Deferred Exchanges	Loan origination fee (801) Loan discount fee/points (802) Application fee (800 Series)  Additional settlement charges (1300 Series)	0 – 2% of loan amount 0 – 5% of loan amount <sup>2</sup> \$0 – \$350 <sup>3</sup>  \$500.00 - \$3,000.00
<b>GUARDIAN TITLE AGENCY, LLC</b> Based upon a search of public records, this service brings to your attention any known problems with the property's title before closing, and insures against loss due to certain title defects.	Purchase of owner's policy (1108 – 1110):  Up to \$100,000 \$105,000 – \$250,000 \$255,000 – \$500,000	Rates calculated on a per \$5,000 of coverage basis \$650 – \$938 \$947 – \$1,216 \$1,225 – \$1,678
<b>NRT Insurance Agency, Inc.</b> Provides insurance agency services for homeowners and other types of insurance	Hazard Insurance Premium (903)	\$2.50 - \$4 per thousand dollars of replacement cost of dwelling
1. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested terms and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above. 2. The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates. 3. There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including by not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to this company for a loan, you will receive additional information regarding anticipated charges.		

Although not affiliated business arrangements, please note the following: Certain Brokers market the Coldwell Banker Home Protection Plan provided by American Home Shield Corporation, and U.S. Inspect, Inc., as well as other products and services. Broker, its employees or its affiliate(s) may receive a financial or other benefit in connection with the products or services described herein.

## Acknowledgement of Receipt of Disclosure

I/We have received the Affiliated Business Arrangement Disclosure Statement from Broker and understand that Broker may refer me/us to the settlement service providers listed in this Statement. Broker, its employees or its affiliate(s) may receive a financial or other benefit as the result of that referral.

 03-07-10  
\_\_\_\_\_  
Seller Date  
BERNARD LINCICOME

 \_\_\_\_\_  
Seller Date  
JAYE LINCICOME

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

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

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Revised July 2007

