

REAL ESTATE CONTRACT

- Date
- Purchase price
- Property address
- Appraisal deadline
- Attachments
- Inclusions/Exclusions
- Parking
- Water rights
- Purchase price
- Seller financing or private financing
- Loan type
- Closing costs
- Association assessments
- Additional provisions
- Date and signatures
- Countered offer or rejected offer
- Listing brokers name, company name, and phone number

AMENDMENT OR EXTENSION OF CONTRACT

- Date
- Property address
- Appraisal deadline
- Additional amendments
- Date and signatures

COUNTERPROPOSAL

- Date
- Property address
- Appraisal deadline
- Purchase price
- Other changes
- Date and signatures

The preprinted portions of this form except for the **differentiated insertions** have been approved by the Colorado Real Estate Commission. (CBS 1-5-04)

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

**CONTRACT TO BUY AND SELL REAL ESTATE
 (RESIDENTIAL)**

Date: _____

Purchase Price \$ _____

1. **AGREEMENT.** Buyer agrees to buy and the undersigned Seller agrees to sell the Property defined below on the terms and conditions set forth in this contract.

2. **DEFINED TERMS.**

a. **Buyer.** Buyer, _____, will take title to the real property described below as

Joint Tenants **Tenants In Common** **Other**

b. **Property.** The Property is the following legally described real estate: _____ in the County of Colorado, commonly known as No. _____

Street Address _____ City _____ State _____ Zip _____

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	
2	§ 5b	Loan Commitment Deadline	
3	§ 5c	Buyer's Credit Information Deadline	
4	§ 5c	Disapproval of Buyer's Credit Deadline	
5	§ 5d	Existing Loan Documents Deadline	
6	§ 5d	Objection to Existing Loan Documents Deadline	
7	§ 5d	Approval of Loan Transfer Deadline	
8	§ 6a(4)	Appraisal Deadline	
9	§ 7a	Title Deadline	
10	§ 7c	Survey Deadline	
11	§ 8c	Survey Objection Deadline	
12	§ 7b	Document Request Deadline	
13	§ 7d(2) & § 8a	Governing Documents Objection Deadline and Title Objection Deadline	
14	§ 8b	Off-Record Matters Deadline	
15	§ 8b	Off-Record Matters Objection Deadline	
16	§ 8f	Right Of First Refusal Deadline	
17	§ 10	Seller's Property Disclosure Deadline	
18	§ 10a	Inspection Objection Deadline	
19	§ 10b	Resolution Deadline	
20	§ 10c	Property Insurance Objection Deadline	
21	§ 11	Closing Date	
22	§ 16	Possession Date	
23	§ 16	Possession Time	
24	§ 27	Acceptance Deadline Date	
25	§ 27	Acceptance Deadline Time	

d. **Attachments.** The following exhibits, attachments and addenda are a part of this contract:

e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this contract.

3. **INCLUSIONS AND EXCLUSIONS.** The Purchase Price includes the following items (Inclusions):

a. **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone wiring and connecting blocks/jacks, plants,

31 mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum
32 systems (including accessories), garage door openers including _____ remote controls; and

33 **b. Exclusions.** The following attached fixtures are excluded from this sale:

34 **c. Personal Property.** If on the Property whether attached or not on the date of this contract: storm
35 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery
36 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the
37 following are included: Water Softeners Smoke/Fire Detectors Security Systems Satellite
38 Systems (including satellite dishes) and

39 **d. Transfer of Personal Property.** The Personal Property to be conveyed at Closing shall be conveyed,
40 by Seller, free and clear of all taxes, (except personal property taxes for the year of closing), liens and encumbrances,
41 except

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

43 **e. Parking and Storage Facilities.** The Use Only Ownership of the following parking
44 facilities: **Omitted as Inapplicable**; and the following storage facilities: **Omitted as Inapplicable**.

45 **f. Water Rights.** The following legally described water rights:

46 Any water rights shall be conveyed by _____ deed or other applicable legal instrument.

47 **4. PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be payable in U. S. Dollars by
48 Buyer as follows:

49

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$	
2	§ 4a	Earnest Money		\$
3	§ 4b(1)	New First Loan		
4	§ 4b(2)	New Second Loan		
5	§ 4c	Assumption Balance		
6	§ 4d	Seller or Private Financing		
7				
8				
9	§ 4e	Cash at Closing		
10		TOTAL	\$	\$

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51 Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall
52 control.

53 **a. Earnest Money.** The Earnest Money set forth in this section, in the form of _____, is part payment
54 of the Purchase Price and shall be payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf
55 of both Seller and Buyer. The Earnest Money deposit shall be tendered with this contract unless the parties mutually
56 agree and set forth a different deadline in writing for its payment. The parties authorize delivery of the Earnest Money
57 deposit to the closing company, if any, at or before Closing. In the event Earnest Money Holder has agreed to have
58 interest on earnest money deposits transferred to a fund established for the purpose of providing affordable housing to
59 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited
60 with the Earnest Money Holder in this transaction shall be transferred to such fund.

61 **b. New Loan.**

62 (1) **New First Loan.** Buyer shall obtain a new loan set forth in this section as follows:

63 Conventional FHA VA Other

64 This loan will be secured by a _____ (1st, 2nd, etc.) deed of trust.

65 The loan may be increased to add the cost of mortgage insurance, VA funding fee and other items for a total
66 loan amount, not in excess of \$_____, which shall be amortized over a period of _____ years at approximately
67 \$_____ per month including principal and interest not to exceed _____% per annum, plus, if required by Buyer's
68 lender, a monthly deposit of 1/12 of the estimated annual real estate taxes, property insurance premium, and mortgage
69 insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the monthly payments and
70 interest rate initially shall not exceed the figures set forth above.

71 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan
72 amount. Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by
73 _____, and the balance, if any, shall be paid by _____.

74 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan
75 amount. If the loan is an FHA/VA insured or guaranteed loan, Seller shall pay closing costs and fees that Buyer is not
76 allowed to pay, in an amount not to exceed \$_____ for only the following items: third party document preparation, tax
77 service, tax certificate and _____.

78 (2) **New Second Loan.** Buyer shall obtain a new loan set forth in this section as follows:

79 This loan will be secured by a _____ (2nd, etc.) deed of trust.

80 The total loan amount, not in excess of \$_____, shall be amortized over a period of _____ years at
81 approximately \$_____ per month including principal and interest not to exceed _____% per annum. If the loan is an
82 adjustable interest rate or graduated payment loan, the monthly payments and interest rate initially shall not exceed the
83 figures set forth above.

84 Loan discount points, if any, shall be paid to lender at Closing and shall not exceed _____% of the total loan
85 amount. Notwithstanding the loan's interest rate, the first _____ loan discount points shall be paid by _____, and the
86 balance, if any, shall be paid by _____.

87 Buyer shall timely pay Buyer's loan costs and a loan origination fee not to exceed _____% of the loan
88 amount.

89 c. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the
90 Assumption Balance set forth in this section, presently payable at \$N/A per month including principal, interest
91 presently at N/A% per annum, and also including escrow for the following as indicated: **Real Estate Taxes**
92 **Property Insurance Premium** **Mortgage Insurance Premium** and **N/A - Omitted as Inapplicable.**

93 Buyer agrees to pay a loan transfer fee not to exceed \$N/A. At the time of assumption, the new interest rate
94 shall not exceed N/A% per annum and the new monthly payment shall not exceed \$N/A principal and interest, plus
95 escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,
96 which causes the amount of cash required from Buyer at Closing to be increased by more than \$N/A, then **Buyer**
97 **May Terminate** this contract effective upon receipt by Seller of Buyer's written notice of termination or **N/A**.

98 Seller **Shall** **Shall Not** be released from liability on said loan, and if a VA-guaranteed loan, Seller's
99 eligibility **Shall** **Shall Not** be reinstated. If applicable, compliance with the requirements for release from
100 liability or reinstatement of eligibility shall be evidenced by delivery at Closing of an appropriate letter of commitment
101 from **VA** **Lender**. Cost payable for release of liability/reinstatement of VA eligibility shall be paid by **N/A** in
102 an amount not to exceed \$N/A.

103 d. **Seller or Private Financing.** Buyer agrees to execute a promissory note payable to: N/A, as
104 **Joint Tenants** **Tenants in Common** **Other N/A**, on the note form as indicated: **(UCCC - No Default**
105 **Rate)** NTD 82-5-04 **(Default Rate)** NTD 81-5-04 **Other N/A** secured by a **N/A** (1st, 2nd, etc.) deed of trust
106 encumbering the Property, using the form as indicated: **Strict Due-On-Sale** (TD 72-5-04)
107 **Creditworthy** (TD 73-5-04) **Assumable - Not Due On Sale** (TD 74-5-04) **Other Omitted as**
108 **Inapplicable.**

109 The promissory note shall be amortized on the basis of N/A **Years** **Months**, payable at
110 \$N/A per month including principal and interest at the rate of N/A% per annum. Payments shall commence N/A and
111 shall be due on the N/A day of each succeeding month. If not sooner paid, the balance of principal and accrued interest
112 shall be due and payable N/A after Closing. Payments **Shall** **Shall Not** be increased by 1/12 of estimated
113 annual real estate taxes, and **Shall** **Shall Not** be increased by 1/12 of estimated annual property insurance
114 premium. The loan shall also contain the following terms: (1) if any payment is not received within N/A calendar days
115 after its due date, a late charge of N/A% of such monthly payment shall be due, (2) interest on lender disbursements
116 under the deed of trust shall be N/A% per annum, (3) default interest rate shall be N/A% per annum, (4) Buyer may
117 prepay without a penalty except N/A, and (5) Buyer **Shall** **Shall Not** execute and deliver, at Closing, a Security
118 Agreement and UCC-1 Financing Statement granting the holder of the promissory note a N/A (1st, 2nd, etc.) lien on
119 the personal property included in this sale.

120 Buyer **Shall** **Shall Not** provide a mortgagee's title insurance policy, at Buyer's expense.
121 e. **Cash at Closing.** All amounts paid by Buyer at Closing including Cash at Closing, plus Buyer's
122 closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer
123 funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

124 5. **FINANCING CONDITIONS AND OBLIGATIONS.**

125 a. **Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan, or if
126 an existing loan is not to be released at Closing, Buyer, if required by such lender, shall make a verifiable application
127 by **Loan Application Deadline** (§ 2c). Buyer shall cooperate with Seller and lender to obtain loan approval, diligently
128 and timely pursue same in good faith, execute all documents and furnish all information and documents required by
129 lender, and, subject to § 4b (1) and (2) and § 4c, timely pay the costs of obtaining such loan or lender consent. Buyer
130 agrees to satisfy the reasonable requirements of lender, and shall not withdraw the loan or assumption application, nor
131 intentionally cause any change in circumstances that would prejudice lender's approval of the loan application or
132 funding of the loan. Buyer may obtain different financing provided Seller incurs no additional delay, cost or expense,
133 and provided Buyer is approved for such substitute loan.

134 b. **Loan Commitment.** If Buyer is to pay all or part of the Purchase Price by obtaining a new loan as
135 specified in § 4b, this contract is conditional upon Buyer obtaining a written loan commitment. This condition shall be
136 deemed waived unless Seller receives from Buyer, no later than **Loan Commitment Deadline** (§ 2c), written notice of
137 Buyer's inability to obtain such loan commitment. If Buyer so notifies Seller, this contract shall terminate. **IF**
138 **SELLER DOES NOT RECEIVE WRITTEN NOTICE TO TERMINATE AND BUYER DOES NOT CLOSE,**
139 **BUYER SHALL BE IN DEFAULT.**

140 c. **Credit Information.** If Buyer is to pay all or part of the Purchase Price by executing a promissory
141 note in favor of Seller or if an existing loan is not to be released at Closing, this contract is conditional upon Seller's
142 approval of Buyer's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute
143 discretion. In such case: (1) Buyer shall supply to Seller by **Buyer's Credit Information Deadline** (§ 2c), at Buyer's
144 expense, information and documents concerning Buyer's financial, employment and credit condition; (2) Buyer
145 consents that Seller may verify Buyer's financial ability and creditworthiness (including obtaining a current credit
146 report); (3) any such information and documents received by Seller shall be held by Seller in confidence, and not
147 released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of
148 Seller's disapproval to Buyer by **Disapproval of Buyer's Credit Deadline** (§ 2c), then Seller waives this condition. If
149 Seller does provide written notice of disapproval to Buyer on or before said date, this contract shall terminate.

150 d. **Existing Loan Review.** If an existing loan is not to be released at Closing, Seller shall provide copies
151 of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents**
152 **Deadline** (§ 2c). This contract is conditional upon Buyer's review and approval of the provisions of such loan
153 documents. If written notice of objection to such loan documents, signed by Buyer, is not received by Seller by the
154 **Objection to Existing Loan Documents Deadline** (§ 2c). Buyer accepts the terms and conditions of the documents. If
155 the lender's approval of a transfer of the Property is required, this contract is conditional upon Buyer obtaining such
156 approval without change in the terms of such loan, except as set forth in § 4c. If lender's approval is not obtained by
157 **Approval of Loan Transfer Deadline** (§ 2c), this contract shall terminate on such date. If Seller is to be released from
158 liability under such existing loan or if Seller's VA eligibility is to be reinstated and Buyer does not obtain such
159 compliance as set forth in § 4c, this contract may be terminated at Seller's option.

160 6. **APPRAISAL PROVISIONS.**

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a. Appraisal Condition.

(1) **No Appraisal Condition.** This subsection a. shall not apply.

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

(3) **VA.** If Buyer is to pay the Purchase Price by obtaining a new VA-guaranteed loan, it is agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise 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 Veterans Administration. Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

(4) **Other.** Buyer shall have the sole option and election to terminate this contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by _____. The contract shall terminate by Buyer giving Seller written notice of termination and either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price, received on or before **Appraisal Deadline** (§ 2c). If Seller does not receive such written notice of termination on or before **Appraisal Deadline** (§ 2c), Buyer waives any right to terminate under this subsection.

b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by Buyer Seller.

7. EVIDENCE OF TITLE.

a. Evidence of Title. On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a 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. Such Title Commitment shall set forth all matters of record necessary to permit a determination whether title is merchantable or satisfactory to Buyer. 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. If a title insurance commitment is furnished, it 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 sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by Seller.

b. Copies of Exceptions. On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer and _____, (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box is checked Copies of any **Other Documents** (or, if illegible, summaries of such documents) listed 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 subsection if requested by Buyer any time on or before **Document Request Deadline** (§ 2c). This requirement shall pertain only to documents as shown of record in the offices of the clerk and recorder. The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this section, constitute the title documents (Title Documents).

c. Survey. On or before **Survey Deadline** (§ 2c) Seller Buyer shall cause Buyer and the issuer of the Title Commitment or the provider of the opinion of title if an abstract, to receive a current Improvement Survey Plat Improvement Location Certificate _____ (the description checked is known as Survey). An amount not to exceed \$_____ for Survey shall be paid by Buyer Seller. If the cost exceeds this amount, Buyer shall pay the excess on or before Closing unless Buyer delivers to Seller before Survey is ordered, Buyer's written notice allowing the exception for survey matters.

d. Common Interest Community Governing Documents.

(1) **Not Applicable.** This subsection d. shall not apply.

(2) **Conditional on Buyer's Review.** Seller shall cause to be furnished to Buyer, at Seller's expense, on or before **Title Deadline** (§ 2c) a current copy of the owners' association declarations, bylaws, rules and regulations, party wall agreements, minutes of most recent annual owners' meeting and minutes of any directors' meetings during the 6 month period immediately preceding the Title Deadline, if any (herein collectively "Governing Documents"), most recent financial documents consisting of (a) annual balance sheet, (b) annual income and expenditures statement, and (c) annual budget (herein collectively "Financial Documents"), if any. Written notice of any unsatisfactory provision in any of these documents signed by Buyer, or on behalf of Buyer, and given to Seller on or before **Governing Documents Objection Deadline** (§ 2c), (which is the same as **Title Objection Deadline** [§ 2c]), shall terminate this contract. If Seller does not receive written notice from Buyer within such time, Buyer accepts the terms of said documents, and Buyer's right to terminate this contract pursuant to this subsection is waived, notwithstanding the provisions of § 8e.

(3) **Not Conditional on Review.** Buyer acknowledges that Seller has delivered a copy of the Governing Documents and Financial Documents. Buyer has reviewed them, agrees to accept the benefits, obligations

232 and restrictions that they impose upon the Property and its owners and waives any right to terminate this contract due
233 to such documents, notwithstanding the provisions of § 8e.

234 **8. TITLE AND SURVEY REVIEW.**

235 **a. Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of
236 unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by
237 the Title Documents, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or before
238 **Title Objection Deadline** (§ 2c), or within five (5) calendar days after receipt by Buyer of any change to the Title
239 Documents or endorsement to the Title Commitment together with a copy of the document adding any new Exception
240 to title. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as
241 disclosed by the Title Documents as satisfactory.

242 **b. Matters not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record**
243 **Matters Deadline** (§ 2c) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall
244 disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet
245 installed) or other title matters (including, without limitation, rights of first refusal, and options) not shown by the
246 public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if
247 any third party has any right in the Property not shown by the public records (such as an unrecorded easement,
248 unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or
249 revealed by such inspection, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or
250 before **Off-Record Matters Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer
251 accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

252 **c. Survey Review.** Buyer shall have the right to inspect Survey. If written notice by or on behalf of
253 Buyer of any unsatisfactory condition shown by Survey, notwithstanding § 8b or § 12, is received by Seller on or before
254 **Survey Objection Deadline** (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does
255 not receive Buyer's notice by **Survey Objection Deadline** (§ 2c), Buyer accepts Survey as satisfactory.

256 **d. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
257 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN
258 SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND
259 EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN
260 THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.
261 BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION
262 INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND
263 THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

264 In the event the Property is located within a special taxing district and Buyer desires to terminate this contract
265 as a result, if written notice is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2c), this
266 contract shall then terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the
267 Property's inclusion in such special taxing district and waives the right to terminate.

268 **e. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to those matters
269 listed in § 12. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or
270 commitment terms as provided in subsections 8 a, b, c and d above, Seller shall use reasonable efforts to correct said
271 items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not
272 corrected to Buyer's satisfaction on or before Closing, this contract shall then terminate; provided, however, Buyer may,
273 by written notice received by Seller on or before Closing, waive objection to such items.

274 **f. Right of First Refusal or Approval.** If there is a right of first refusal on the Property, or a right to
275 approve this contract, Seller shall promptly submit this contract according to the terms and conditions of such right. If
276 the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this contract,
277 this contract shall terminate. If the right of first refusal is waived explicitly or expires, or the contract is approved, this
278 contract shall remain in full force and effect. Seller shall promptly notify Buyer of the foregoing. If expiration or
279 waiver of the right of first refusal or contract approval has not occurred on or before the **Right of First Refusal**
280 **Deadline** (§ 2c), this contract shall terminate.

281 **g. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should
282 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership
283 and use of the Property, including without limitation boundary lines and encroachments, area, zoning, unrecorded
284 easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental
285 regulations concerning land use, development and environmental matters. **The surface estate may be owned**
286 **separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include**
287 **transfer of the mineral rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or**
288 **water on or under the Property, which interests may give them rights to enter and use the Property.** Such
289 matters may be excluded from the title insurance policy. Buyer is advised to timely consult legal counsel with respect
290 to all such matters as there are strict time limits provided in this contract (e.g., **Title Objection Deadline** [§ 2c] and
291 **Off-Record Matters Objection Deadline** [§ 2c]).

292 **9. LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential
293 dwellings for which a building permit was issued prior to January 1, 1978, this contract shall be void unless a
294 completed Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which
295 must occur prior to the parties signing this contract.

296 **10. PROPERTY DISCLOSURE, INSPECTION AND INSURABILITY; BUYER DISCLOSURE.** On or
297 before **Seller's Property Disclosure Deadline** (§ 2c), Seller agrees to provide Buyer with a Seller's Property Disclosure
298 form completed by Seller to the best of Seller's current actual knowledge.

299 **a. Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical
300 condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is
301 unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2c):

302 (1) notify Seller in writing that this contract is terminated, or

303 (2) provide Seller with a written description of any unsatisfactory physical condition which
304 Buyer requires Seller to correct (Notice to Correct).

305 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical
306 condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

307 **b. Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not
308 agreed in writing to a settlement thereof on or before **Resolution Deadline** (§ 2c), this contract shall terminate one
309 calendar day following the **Resolution Deadline** (§ 2c), unless before such termination Seller receives Buyer's written
310 withdrawal of the Notice to Correct.

311 **c. Insurability.** This contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion,
312 with the availability, terms, conditions and premium for property insurance. This contract shall terminate upon Seller's
313 receipt, on or before **Property Insurance Objection Deadline** (§ 2c) of Buyer's written notice that such insurance was
314 not satisfactory to Buyer. If said notice is not timely received, Buyer shall have waived any right to terminate under
315 this provision.

316 **d. Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, surveys,
317 engineering reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to
318 the Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the
319 Property for inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's
320 request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or
321 expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's
322 right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable
323 attorney and legal fees. The provisions of this subsection shall survive the termination of this contract.

324 **e. Buyer Disclosure.** Buyer represents that Buyer Does Does Not need to sell and close a
325 property to complete this transaction.

326 **Note:** Any property sale contingency should appear in **Additional Provisions** (§ 24).

327 **f. Megan's Law.** If the presence of a registered sex offender is a matter of concern to Buyer, Buyer
328 understands that Buyer must contact local law enforcement officials regarding obtaining such information.

329 **11. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date
330 specified as **Closing Date** (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as
331 designated by

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

338 **a.** those specific Exceptions which shall be listed and described by the individual recordation
339 information (book and page or reception number) of the recorded documents as reflected in the Title Documents
340 accepted by Buyer in accordance with § 8a (Title Review),

341 **b.** distribution utility easements (including cable TV),

342 **c.** those specifically described rights of third parties not shown by the public records of which Buyer has
343 actual knowledge and which were accepted by Buyer in accordance with § 8b (Matters not Shown by the Public
344 Records) and § 8c (Survey Review).

345 **d.** inclusion of the Property within any special taxing district,

346 **e.** the benefits and burdens of any declaration and party wall agreements, if any, and

347 **f.** other

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

350 **14. CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in Good Funds, their
351 respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer
352 and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real
353 estate Closing services shall be paid at Closing by One-half by Buyer and One-half by Seller Buyer
354 Seller Other

355 Any fees incident to the issuance of owners' association's statement of assessments (Status Letter) shall be
356 paid by Buyer Seller. Any fees incident to the transfer from Seller to Buyer assessed by the owners' association
357 (Owners' Association Transfer Fee) shall be paid by Buyer Seller.

358 The local transfer tax of _____% of the Purchase Price shall be paid at Closing by One-half by Buyer and
359 **One-half by Seller** Buyer Seller Other. Any sales and use tax that may accrue because of this
360 transaction shall be paid when due by Buyer Seller.

361 **15. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:

362 **a. Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on
363 Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and Most Recent
364 Assessment Other

365 **b. Rents.** Rents based on Rents Actually Received Accrued. Security deposits held by Seller
366 shall be credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.

367 **c. Association Assessments.** Current regular owners' association assessments and association dues.
368 Owners' association assessments paid in advance shall be credited to Seller at Closing. Cash reserves held out of the
369 regular owners' association assessments for deferred maintenance by the owners' association shall not be credited to
370 Seller except as may be otherwise provided by the Governing Documents. Any special assessment by the owners'
371 association for improvements that have been installed as of the date of Buyer's signature hereon shall be the obligation
372 of Seller. Any other special assessment assessed prior to **Closing Date** (§ 2c) by the owners' association shall be the
373 obligation of Buyer Seller. Seller represents that the amount of the regular owners' association assessment is
374 currently payable at **\$Omitted as Inapplicable** per N/A and that there are no unpaid regular or special assessments

375 against the Property except the current regular assessments and except N/A. Such assessments are subject to change as
376 provided in the Governing Documents. Seller agrees to promptly request the owners' association to deliver to Buyer
377 before **Closing Date** (§ 2c) a current statement of assessments against the Property.

378 d. **Loan Assumption/Mortgage Insurance.** FHA or private mortgage insurance premium, if any,
379 Shall Shall Not be apportioned to **Closing Date** (§ 2c). Any such amount shall be apportioned as
380 follows: **Omitted as Inapplicable.**

381 e. **Other Prorations.** Water and sewer charges; interest on any continuing loan, and **Omitted as**
382 **Inapplicable.**

383 f. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.

384 16. **POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** and **Possession**
385 **Time** (§ 2c), subject to the following leases or tenancies: _____.

386 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be
387 additionally liable to Buyer for payment of \$_____ per day from the **Possession Date** (§ 2c) until possession is
388 delivered.

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

390 17. **NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent.
391 Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal
392 representatives, successors and assigns of the parties.

393 18. **INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise
394 provided in this contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of
395 this contract, ordinary wear and tear excepted.

396 a. **Casualty Insurance.** In the event the Property or Inclusions shall be damaged by fire or other
397 casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be
398 obligated to repair the same before the **Closing Date** (§ 2c). In the event such damage is not repaired within said time
399 or if the damages exceed such sum, this contract may be terminated at the option of Buyer by delivering to Seller
400 written notice of termination. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled
401 to a credit, at Closing, for all the insurance proceeds resulting from such damage to the Property and Inclusions payable
402 to Seller but not the owners' association, if any, plus the amount of any deductible provided for in such insurance
403 policy, such credit not to exceed the total Purchase Price.

404 b. **Damage, Inclusions and Services.** Should any Inclusion or service (including systems and
405 components of the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this contract and
406 Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such
407 Inclusion or service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
408 maintenance or replacement of such Inclusion, service or fixture is not the responsibility of the owners' association, if
409 any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer are aware of
410 the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of
411 some Inclusions.

412 c. **Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right
413 to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
414 complies with this contract.

415 19. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller
416 acknowledge that the respective broker has advised that this document has important legal consequences and has
417 recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

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

422 a. **If Buyer is in Default:**

423 (1) **Specific Performance.** Seller may elect to treat this contract as canceled, in which case all
424 payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may
425 recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and
426 Seller shall have the right to specific performance or damages, or both.

427 (2) **Liquidated Damages.** All payments and things of value received hereunder shall be
428 forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations
429 hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided
430 in subsection c) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this
431 contract. Seller expressly waives the remedies of specific performance and additional damages.

432 b. **If Seller is in Default:** Buyer may elect to treat this contract as canceled, in which case all payments
433 and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or
434 Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific
435 performance or damages, or both.

436 c. **Costs and Expenses.** In the event of any arbitration or litigation relating to this contract, the
437 arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal
438 fees.

439 21. **MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the
440 parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties
441 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose
442 binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly
443 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise
444 agreed, shall terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice
445 requesting mediation is sent by one party to the other at the party's last known address. This section shall not alter any
446 date in this contract, unless otherwise agreed.

447 22. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money and things of
448 value (notwithstanding any termination of this contract or mutual written instructions), Earnest Money Holder shall not
449 be required to take any action. Earnest Money Holder may await any proceeding, or at its option and sole discretion,
450 interplead all parties and deposit any money or things of value into a court of competent jurisdiction and shall recover
451 court costs and reasonable attorney and legal fees.

452 23. **TERMINATION.** In the event this contract is terminated, all payments and things of value received
453 hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to § 10d, 21 and 22.

454 24. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
455 Colorado Real Estate Commission.)

456 The new rule F-2 says that this section (as well as "additional provisions" of other contracts also) "must contain only
457 those transaction-specific terms or acknowledgments that result from negotiations or the instruction(s) of the parties
458 to the transaction". Also, "a broker who is not a principal party to the contract may not insert personal provisions,
459 personal disclaimers or exculpatory language in favor of the broker in the "additional Provisions" section of a
460 commission approved form".

461 25. **ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire contract
462 between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written,
463 have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract
464 shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any
465 obligation in this contract that, by its terms, is intended to be performed after termination or Closing shall survive the
466 same.

467 26. **NOTICE, DELIVERY AND CHOICE OF LAW.**

468 a. **Physical Delivery.** Except for the notice requesting mediation described in § 21, and except as
469 provided in § 26b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer
470 or by Selling Brokerage Firm, and any notice to Seller shall be effective when received by Seller or Listing Brokerage
471 Firm.

472 b. **Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice
473 may be delivered in electronic form by the following indicated methods only: Facsimile E-mail None.
474 Documents with original signatures shall be provided upon request of any party.

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

478 27. **NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing,
479 by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance
480 pursuant to § 26 on or before **Acceptance Deadline Date** (§ 2c) and **Acceptance Deadline Time** (§ 2c). If accepted,
481 this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each
482 party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a
483 full and complete contract between the parties.

484 _____
Buyer
Date of Buyer's signature _____
Buyer's Address: _____
Buyer's Telephone No: _____

_____ Buyer
Date of Buyer's signature _____
Buyer's Fax No: _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 28]

484 _____
Seller
Date of Seller's signature _____
Seller's Address _____
Seller's Telephone No: _____

_____ Seller
Date of Seller's signature _____
Seller's Fax No: _____

485 28. **COUNTER; REJECTION.** This offer is Countered Rejected

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

487 **END OF CONTRACT**

489 **Note: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c).**

490 **BROKER ACKNOWLEDGMENTS.** The undersigned Brokers acknowledge receipt of the Earnest Money deposit
491 specified in § 4 and, while not parties to the contract, agree to cooperate upon request with any mediation conducted
492 under § 21.

493 The Selling Broker is a Buyer's Agent Transaction-Broker in this transaction.

494 The Listing Broker is a Seller's Agent Transaction-Broker in this transaction.

495 **BROKERS' COMPENSATION DISCLOSURE.**

500 Selling Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other

501
502

503 (To be completed by Listing Broker) Listing Brokerage Firm's compensation or commission is to be paid by: Seller

504 Buyer Other

505

506 Selling Brokerage Firm's Name:

507 By: _____

508 Broker: _____ Date: _____

509

510 Selling Broker/Firm's Address:

511 Selling Broker/Firm's Telephone No.: _____ Selling Broker/Firm's Fax No.: _____

512

513 Listing Brokerage Firm's Name: _____

514 By: _____

515 Broker: _____ Date: _____

516

517 Listing Broker/Firm's Address: _____

518 Listing Broker/Firm's Telephone No.: _____ Listing Broker/Firm's Fax No.: _____

[Click here and "Insert" logo or delete for no logo]

[Click here and type Firm's name]
[Click here and type Agent's name]
[Click here and type Firm's address]
[Click here and type Firm's city, state, zip]

The preprinted portions of this form except for the **differentiated insertions** have been approved by the Colorado Real Estate Commission (AE41-5-04)

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: _____

1. This agreement amends the contract dated _____ between _____, (Seller) and _____, (Buyer), relating to the sale and purchase of the following described real estate in the County of _____, Colorado:

known as No., _____ (Property).
Street Address _____ City _____ State _____ Zip _____

2. § 2c. **Dates and Deadlines.**
[NOTE: IF A DATE OR DEADLINE IS LEFT BLANK, IT MEANS "NO CHANGE"]
[Note: The Dates and Deadlines table may be deleted if inapplicable]

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	
2	§ 5b	Loan Commitment Deadline	
3	§ 5c	Buyer's Credit Information Deadline	
4	§ 5c	Disapproval of Buyer's Credit Deadline	
5	§ 5d	Existing Loan Documents Deadline	
6	§ 5d	Objection to Existing Loan Documents Deadline	
7	§ 5d	Approval of Loan Transfer Deadline	
8	§ 6a(4)	Appraisal Deadline	
9	§ 7a	Title Deadline	
10	§ 7c	Survey Deadline	
11	§ 8c	Survey Objection Deadline	
12	§ 7b	Document Request Deadline	
13	§ 7d(2) & § 8a	Governing Documents Objection Deadline and Title Objection Deadline	
14	§ 8b	Off-Record Matters Deadline	
15	§ 8b	Off-Record Matters Objection Deadline	
16	§ 8f	Right Of First Refusal Deadline	
17	§ 10	Seller's Property Disclosure Deadline	
18	§ 10a	Inspection Objection Deadline	
19	§ 10b	Resolution Deadline	
20	§ 10c	Property Insurance Objection Deadline	
21	§ 11	Closing Date	
22	§ 16	Possession Date	
23	§ 16	Possession Time	
24	§ 27	Acceptance Deadline Date	
25	§ 27	Acceptance Deadline Time	

3. Other dates or deadlines set forth in the contract shall be changed as follows:

4. **Additional amendments:** The language of these additional amendments has not been approved by the Colorado Real Estate Commission.
[Overtyping your provisions here, or copy and paste from your provision library. All the features of Word are available to you, spell and grammar checking, bullets and numbering, font styles, colors, tables and even graphic images.]

All other terms and conditions of said contract shall remain the same.

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 acceptance on or before

Date

Time

Seller

Date of Seller's signature _____

Seller

Date of Seller's signature _____

Buyer

Date of Buyer's signature _____

Buyer

Date of Buyer's signature _____

[Click here and "Insert" logo or delete for no logo]

[Click here and type Firm's name]
[Click here and type Agent's name]
[Click here and type Firm's address]
[Click here and type Firm's city, state, zip]

The preprinted portions of this form except for the **differentiated insertions** have been approved by the Colorado Real Estate Commission. (CP 40-5-04)

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

COUNTERPROPOSAL

Date: _____

1. This counterproposal amends the proposed contract dated _____ between _____, (Seller) and _____, (Buyer), relating to the sale and purchase of the following described real estate in the County of _____, Colorado:

known as No.,

Street Address _____ City _____ State _____ Zip _____

2. § 2c. Dates and Deadlines.

(NOTE: IF A DATE OR DEADLINE IS LEFT BLANK, IT MEANS "NO CHANGE")

[Note: The Dates and Deadlines table may be deleted if inapplicable]

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	
2	§ 5b	Loan Commitment Deadline	
3		Buyer's Credit Information Deadline	
4	§ 5c	Disapproval of Buyer's Credit Deadline	
5	§ 5d	Existing Loan Documents Deadline	
6	§ 5d	Objection to Existing Loan Documents Deadline	
7	§ 5d	Approval of Loan Transfer Deadline	
8	§ 6a(4)	Appraisal Deadline	
9	§ 7a	Title Deadline	
10	§ 7c	Survey Deadline	
11	§ 8c	Survey Objection Deadline	
12	§ 7b	Document Request Deadline	
13	§ 7d(2) & § 8a	Governing Documents Objection Deadline and Title Objection Deadline	
14	§ 8b	Off-Record Matters Deadline	
15	§ 8b	Off-Record Matters Objection Deadline	
16	§ 8f	Right Of First Refusal Deadline	
17	§ 10	Seller's Property Disclosure Deadline	
18	§ 10a	Inspection Objection Deadline	
19	§ 10b	Resolution Deadline	
20	§ 10c	Property Insurance Objection Deadline	
21	§ 11	Closing Date	
22	§ 16	Possession Date	
23	§ 16	Possession Time	
24	§ 27	Acceptance Deadline Date	
25	§ 27	Acceptance Deadline Time	

3. Purchase Price shall be \$_____.
Earnest Money Deposit shall be \$_____ in the form of _____.

4. **Other changes:**
[Overtyping your provisions here, or copy and paste from your provision library. All the features of Word are available to you, spell and grammar checking, bullets and numbering, font styles, colors, tables and even graphic images.]

All other terms and conditions of the proposed contract shall remain the same.

This proposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before _____
Date Time

If accepted, the proposed contract, as amended, shall become a contract between Seller and Buyer.

Seller

Date of Seller's signature: _____

Seller's Address

Seller

Date of Seller's signature: _____

Buyer

Date of Buyer's signature: _____

Buyer's Address

Buyer

Date of Buyer's signature: _____

Note: When this counterproposal form is used, the proposed contract is **not** to be signed by the party initiating this counterproposal. This counterproposal must be securely attached to the proposed contract.