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SPD19 Seller's Property Disclosure (Residential)

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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 SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of the date signed by Seller. If the Contract to Buy and Sell (Contract) requires Seller to complete this SPD, this form must be fully completed to **Seller's CURRENT ACTUAL KNOWLEDGE** as of the date of the Seller's Property Disclosure Deadline in the Contract. **Any changes to the disclosures herein must be disclosed by Seller to Buyer promptly after discovery. In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose in writing any such new adverse material fact to Buyer. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section P.

Broker is authorized to deliver a copy of this SPD to prospective buyers.

Seller and Buyer understand that this SPD is not a warranty or guarantee of any kind by the Seller or by any Broker or Agent representing the Seller. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property. **Buyers are encouraged to obtain their own professional inspection(s).**

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Date SPD completed by Seller:

Property:

5033 Hillstone Lane, Evergreen, CO 80439

Seller: **Ross Allen Levin and Susan Lorraine Levin**

Year Built: **2002**

Year Seller Acquired Property: **2009**

Seller ☒ is ☐ is not currently occupying the Property.

If Seller is not currently occupying the property, date Seller last occupied the Property:

During any period when Seller has not occupied the Property, the Property was ☐ vacant ☐ occupied by someone other than Seller.

I. IMPROVEMENTS

NOTE: The Contract, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Structural problems with improvements		
2	Structural supports or reinforcements added		
3	Moisture and/or water, including but not limited to, leakage/seepage in the basement/crawlspace		
4	Damage due to termites, other insects, birds, animals, or rodents		

5	Damage due to hail, wind, fire, flood, or other casualty		
6	Any settling, movement, cracking, heaving or breakage of the following:		
	a. Foundations		
	b. Floors		
	c. Interior Walls		
	d. Exterior Walls		
	e. Driveways		
	f. Sidewalks		
	g. Patios		
	h. Retaining Walls		
	i. Other:		
7	Window leaks		
8	Exterior Artificial Stucco (EIFS)	☒	Fixed minor holes caused by woodpeckers
9	Subfloors		
10			

B.	ROOF – General Information Do you know of the following on the Property: If yes, provide the requested information in Comments		
		Yes	Comments
1	Indicate age of roof in Comments	☒	Replaced August, 2024 by Roofing Outfitters in Evergreen, CO
2	Indicate roof material in Comments		Class 4 impact resistant GAF Timberline Armorshield II shingles
3	Roof is under warranty	☒	Yes
	a. Date of warranty expiration	☒	Lifetime warranty for original owner, may be transferred 1 time. 10 year warranty for subsequent homeowner.
	b. Warranty is transferable	☒	☒ Yes ☐ No ☐ Unknown
4	Roof work done while under current roof warranty		
	a. Date work completed		
5			
	ROOF – If you know of any of the following problems EVER EXISTING, check the "Yes" column:	Yes	Comments
6	Roof leak		
7	Damage to roof		
8	Damage to skylight		
9	Damage to gutter or downspout	☒	Gutter guards show some dimpling from hail.
10	Other roof problems, issues or concerns		
11			

C.	APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Age, if known	
		Yes		Comments
1	Built-in vacuum system & accessories			
2	Clothes dryer	☒		☐ Gas ☒ Electric
3	Clothes washer	☒		

4	Dishwasher	☒		
5	Disposal	☒		
6	Freezer			
7	Gas grill	☒		
8	Range ventilation system			
9	Microwave oven	☒		☐ Free standing ☒ Built in
10	Oven	☒		Gas ☒ Electric Single Double
11	Range/Stove	☒		☒ Gas Electric Free Standing Drop-In
12	Refrigerator	☒		
13	T.V. antenna:			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
14	Satellite system or DSS dish:			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
15	Trash compactor			
16				

D. ELECTRICAL & TELECOMMUNICATIONS – General Information Do you know of the following on the Property: If yes, provide the requested information in Comments		Yes	Age, if known	Comments
1	220 Volt service	☒		
2	Electrical Service: Amps 200	☒		
3	Landscape lighting			
4	Electric provider – provide name in Comments	☒		Xcel
5	Cable/TV provider – provide name in Comments			
6	Internet provider – provide name in Comments	☒		Xfinity
7	Solar panels			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
	a. Output			
8	Wind generators			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
9	Security system	☒		☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: Exists but is non-functioning.
10	Doorbell	☒		☒ Wired ☒ Wireless ☒ Smart
11	Smoke/fire detector(s)	☒		Battery ☒ Hardwire
12	Carbon monoxide alarm(s)	☒		☒ Battery ☒ Hardwire
13	Internet wiring	☒		☒ Cable DSL Satellite Fiber Other:
14	Built in sound system			Speakers - Built In Wiring - Built In Speakers - Wireless
15				
ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age, if known	Comments
16	Security system	☒		Exists but is non-functioning.

17	Smoke/fire detector(s)			
18	Carbon monoxide alarm			
19	Light fixtures			
20	Switches & outlets			
21	Internet wiring			
22	Inside telephone wiring & blocks/jacks			
23	Cable TV wiring & jacks			
24	Ceiling fans			
25	Bathroom vent fan(s)			
26	Garage door opener & remote control # of remote/openers:			
27	Garage door keyless entry			
28	Built in intercom system			
29	Doorbell			
30	Built in sound system			
31				
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
32	Electrical Service	☒	3 yrs	In Aug, 2022 one leg of the electric supply failed for no known reason. Xcel replaced the entire supply at their cost.
33	Aluminum wiring at the outlets (110)			
34	Solar panels			
35	Wind generators			
36	Electric wiring or panel			
37				

E.	MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
1	Overhead doors (including garage doors)			
2	Entry gate system			
3	Elevator			
4	Sump pump(s): # of			
5	Recycle pump			
6				

F.	VENTILATION, AIR & HEAT – General Information Do you know of the following on the Property: If yes, provide the requested information in Comments	Yes	Age, if known	Comments
1	Furnace	☒		
	a. Furnace Type			☒ Forced Air Gas ☐ Forced Air Electric ☐ Forced Air Propane ☐ Radiant ☐ Gravity Flow ☐ Other (specify):

	b. Number of Units	☒		2 both located in the basement
	c. Zoned	☒		Location of zone 1: Basement Location of zone 2: Main & upper levels Location of zone 3:
2	Heating system (other than furnace)			
	a. Type/Fuel			
3	Fireplace	☒		2 gas fireplaces; 1 in family room, 1 in guest bedroom
	a. Type			☐ Masonry ☒ Insert ☐ Wood Burning ☐ Direct Vent ☐ Other (specify):
	b. Fireplace starter			☒ Switch ☐ Remote
4	Free Standing Heating Stove			
	a. Fuel Source			☐ Wood ☐ Pellet ☐ Corn ☐ Gas ☐ Other (specify):
5	Date fireplace/wood stove, chimney/flue last cleaned:			Do not know
6	Fuel tanks If leased, provide the name and contact information of entity leased from in Comments			☐ Owned ☐ Leased
7	Radiant heating system:	☒		☒ Interior ☐ Exterior
	a. Interior Type	☒		Primary bathroom floor, electric
	b. Exterior Type			
8	Air Conditioning			
	a. Type			☐ Electric ☐ Central Air ☐ Other (specify):
	b. Number of Units			
	c. Zoned			Location of zone 1: Location of zone 2: Location of zone 3:
	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
9	Furnace			
10	Heating System (other than Furnace)			
11	Heat Pump			
12	Evaporative cooler			
13	Window air conditioning units			
14	Central air conditioning			
15	Attic ventilation system (attic only)			
16	Whole house fan			
17	Vent fans			
18	Humidifier			
19	Air purifier			
20	Fireplace			
21	Fireplace insert			
22	Fireplace starter			
23	Heating Stove			

24	Fuel tanks			
25				

G. WATER – General Information: Do you know of the following on the Property: If yes, provide the requested information in Comments		Yes	Age, if known	Comments
1	Water heater	☒	13yrs	
	a. Number of Water Heaters	☒		2
	b. Fuel Type	☒		gas
	c. Capacity	☒		50 gallons each, total 100 gallons
2	Water filter system			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
3	Water softener			☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
4	Indicate location of master water shutoff in Comments	☒		Basement utility room
5	Type of well:			
	a. Exempt well (outside designated groundwater basin)			Household use only inside a single-family dwelling (typically less than 35 acres; no outdoor uses) Permit no: Domestic use (typically 35+ acres; indoor household use in up to 3 dwellings on the parcel, outdoor watering of personal livestock, irrigation of up to 1 acre) Permit no: Livestock (on farm/range/pasture) Permit no: Other (please explain): Permit #:
	b. Small capacity well (inside designated groundwater basin)			Domestic use (indoor household use in up to 3 dwellings on the parcel; watering of personal livestock, limited irrigation area, no more than 1 acre-foot per year) Permit no: Other (please explain): Permit #:
6	Well metered			
7	Well Pump			
	a. Brand name pump number			
	b. Date installed			
	c. Date of last inspection			
	d. Date of last service			
	e. Depth			
	f. GPM and date last measured			
8	Galvanized pipe			
9	Polybutylene pipe			
10	Cistern water storage			
	a. Number of gallons			
11	Supplemental water purchased in past 2 years			
	a. Name and contact information of entity from which supplemental water was purchased			
12				

	WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
13	Water heater(s)			
14	Water filter system			
15	Water softener			
16	Water system pump			
17	Sauna			
18	Hot tub or spa			
19	Steam room/shower			
20	Underground sprinkler system			
21	Fire sprinkler system			
22	Backflow prevention device			
23	Irrigation pump			
24				
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
25	Leaks, backups, or similar problems with any portion of the water or plumbing systems (including lines and water pressure) or damage therefrom	☒		-the pressure valve on 1 of the water heaters was replaced in 2018 - garbage disposal broke & leaked in kitchen island sink, this has since been replaced - prior owners had a leak in the primary bathroom shower pan, this has since been replaced - prior owners had a leak in the main floor bathroom toilet supply line, this has since been replaced - 2 faucets in primary bathroom developed a drip, faucet cartridges were replaced under Grohe warranty
26	Well			
27	Pool			
28	Irrigation system			
29	Water has been tested for potability			
	a. Indicate result of test in comments and provide the most recent records and reports pertaining to such testing			
30				

H.	SOURCE OF WATER & WATER SUPPLY Provide the following information regarding the Property:
1	Type of water supply: ☒ Public Community Well ☐ Shared Well ☐ Other None If the Property is served by a Well, a copy of the Well Permit ☐ Is ☐ Is Not provided. Well Permit #: Drilling Records ☐ Are ☐ Are Not provided. Shared Well Agreement ☐ Yes ☐ No. The Water Provider for the Property can be contacted at: Name: Evergreen Metro Address: Evergreen, CO Web Site: https://evergreenmetro.colorado.gov/ Phone No.: 303-674-4112 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.

I.	SEWER/SEPTIC – General Information: Do you know of the following on the Property: If yes, provide the requested information in Comments	Yes	Comments
1	Public sanitary sewer service	☒	

	a. Name and contact information of public sanitary sewer service provider		Evergreen Metro District https://evergreenmetro.colorado.gov/
	b. Date the sewer line was last scoped		
2	Community sanitary sewer service		
	a. Name and contact information of community sanitary sewer service provider:		
	b. Date the sewer line was last scoped		
3	Septic System		
	a. Type		Tank Leach Lagoon
	b. Date of issuance of latest Individual Use Permit		
	c. Date of latest inspection		
	d. Date of latest pumping		
	e. System is under a maintenance agreement (pumped/inspected on a regular basis)		Maintenance agreement is mandated. Name and contact information of entity that mandates the maintenance agreement: Maintenance agreement is not mandated
4	Other sanitary sewer service		Type:
5	Gray water storage/use		
6			
	SEWER/SEPTIC If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Comments
7	Leaks, backups, or similar problems with any portion of the sewage systems or damage therefrom		
8	Lift station (sewage ejector pump)	☒	2010, the float got stuck. It was inspected and cleaned and never recurred.
9			

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding		
2	Drainage		
3	Grading		
4	Water intrusion in the basement, crawl space, or other parts of Property		
5	Repairs made to control water intrusion in the basement, crawl space or other parts of the Property		
6			
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:	Yes	Comments
7	Drainage or retention ponds, dams, storm water detention basins, or other similar facilities		
8			

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment		
2	Stains on carpet	☒	Minor carpet stains throughout

3	Floors	☒	scratches & stains in laundry room hardwood. Scratch in dining room.
4			

II. GENERAL			
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L. USE, ZONING & LEGAL ISSUES			
If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city, or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body		
8	Any additions or alterations made with a Building Permit	☒	Roof, soffits and fascia replacement with Hardy Board, deck replacement, basement remodel, kitchen remodel
9	Any additions or non-aesthetic alterations made without a Building Permit		
10	Other legal action		
11	Any part of the Property leased to others (written or oral)		
12	Used for short-term rentals in the past year		
13	Grandfathered conditions or uses		
14			

M. ACCESS & PARKING			
If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways through the Property used by others		
3	Public highway or county road bordering the Property		
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes, or unrecorded easements		
6	Shared or common areas with adjoining properties, including but not limited to walls, fences and driveways	☒	Driveway is shared with neighbors. An access easement is filed with the county.
7	Requirements for curb, gravel/paving, or landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			

N. ENVIRONMENTAL CONDITIONS			
If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		

3	Aboveground storage tanks		
4	Underground transmission lines		
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		
8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property		
15	Animals kept in the residence	☒	Original owners had a dog. Prior owners had a cat. We had a dog until 2012.
16	Other environmental problems, issues or concerns		
17	Odors		
18			

O. RADON If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1 Radon test(s) conducted on the Property. Provide copies of the most recent records and reports pertaining to radon concentrations within the Property.	☒	5 Dec 2009 - 3.9 pCi/L
2 Radon concentrations detected or mitigation or remediation performed. Provide a full description.		
3 Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.		
4		

P. COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	Comments
1 Property is part of an owners' association		
2 Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3 Problems or defects in the common elements or limited common elements of the Association Property		
COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
4 Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
5		
COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Association(s) governing the Property:		Contact Information
6 Owners' Association #1		
7 Owners' Association #2		
8 Owners' Association #3		

9	Owners' Association #4		
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Q. METROPOLITAN DISTRICT			
If you know of any of the following NOW EXISTING , check the "Yes" column:		Yes	Comments
1	Property is located within the boundaries of a Metropolitan District that was organized on or after January 1, 2000		
METROPOLITAN DISTRICT – Information:			Comments
2	Name of Metropolitan District #1		
3	Official website of the Metropolitan District #1		
4	Name of Metropolitan District #2		
5	Official website of Metropolitan District #2		

R. GENERAL DISCLOSURES			
If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, mold, or engineering investigations or studies of the Property. Provide copies of all such reports in possession of Seller.		
2	Any property insurance claim submitted (whether paid or not)		
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements. Provide copies of all such reports in possession of Seller.		
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
5	Government special improvements approved, but not yet installed, that may become a lien against the Property		
6	Any litigation alleging negligent construction or defective building products		
7	Any award or payment of money in lieu of repairs for defective building products or poor construction		
8	Any release signed regarding defective products or poor construction that would limit a future owner from making a claim		
9	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
10	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
11	Property is located in a historic district		
12			
GENERAL – Other Information:		Yes	Comments
13	U.S. Postal Service delivery available	☒ Property Post Office ☒ Cluster Mailbox - Location and No.: mailbox located at the entrance to the driveway ☐ Other (specify):	
14			

OTHER KNOWN ADVERSE MATERIAL FACTS: For purposes of this section, adverse material facts would include any non-observable or observable physical conditions existing on the Property. Describe any other known adverse material facts in or on the Property (attach additional pages as necessary):

The information contained in this SPD has been furnished by Seller(s), who certifies it was answered truthfully, based on **Seller's CURRENT ACTUAL KNOWLEDGE**.

Ross Allen Levin

Date Completed: 2/21/2026

Seller: **Ross Allen Levin**

Susan Lorraine Levin

Date Completed: 2/21/2026

Seller: **Susan Lorraine Levin**

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 are satisfactory to Buyer:

- 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, including zoning 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 investigate or inspect the Property or inclusions when this SPD 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. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item 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.

BUYER(S) ACKNOWLEDGE RECEIPT OF THIS SPD. BUYER(S) SIGNATURE DOES NOT CONSTITUTE APPROVAL OF ANY DISCLOSED CONDITION AS REPRESENTED HEREIN BY SELLER.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD19 SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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

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

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

Date: 2/19/2026

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. 5033 Hillstone Lane, Evergreen, CO 80439

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

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

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

☒ **2.2** The Water Provider for the Property can be contacted at:
Name: Evergreen Metropolitan District
Address: 30920 Stagecoach Blvd. Evergreen, CO 80439
Web Site: www.evergreenmetrodistrict.com
Phone No.: 303-674-4112

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

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

Ross Allen Levin

Date: 2/21/2026

Seller: Ross Allen Levin

Susan Lorraine Levin

Date: 2/21/2026

Seller: Susan Lorraine Levin

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42 Buyer: _____ Date: _____

43

44

45 Buyer: _____ Date: _____

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SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2026 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF94-5-18) (Mandatory 1-19)

SQUARE FOOTAGE DISCLOSURE
(Residential)

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

Property Address: **5033 Hillstone Lane, 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:

Standard/Methodology/Manner	Date Measured	Square Footage
☐ Exterior measurement		
☐ FHA		
☐ ANSI		
☐ Local standard		
☐ 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:

Source of Square Footage Information	Date	Square Footage
☐ Prior appraisal (Date of document)		
☐ Building plans (Date of document)		
☒ Assessor's office (Date obtained)	02/19/2026	4,598
☐ Other		

Measurement may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **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 by Buyer on or before any applicable deadline in the contract.

Broker:  Date: **2/19/2026**
Matt Bachus

The undersigned acknowledge receipt of this disclosure.

 Date: **2/20/2026**
Seller: **Ross Allen Levin**

Susan Lorraine Levin

Date: 2/20/2026

Seller: **Susan Lorraine Levin**

Buyer: _____

Date: _____

(SF94-5-18) SQUARE FOOTAGE DISCLOSURE CTM eContracts ©2026 MRI Software LLC All Rights Reserved

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CL8 – Closing Instructions

Adoption Date: October 7, 2025

Mandatory Use Date: January 1, 2026

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

CLOSING INSTRUCTIONS

Date: 2/19/2026

1. PARTIES, PROPERTY. Ross Allen Levin and Susan Lorraine Levin, (Seller),
and ,
(Buyer), engage Land 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.

5033 Hillstone Lane, Evergreen, CO 80439, and more fully described in the contract, dated
, including any counterproposals and amendments (Contract). All terms of the
Contract are incorporated herein by reference. In the event of any conflict between these Closing
Instructions and the Contract, these Closing Instructions control, subject to subsequent amendments
to the Contract or these Closing Instructions. The Buyer's lender may enter into separate closing
instructions with the Closing Company regarding the closing of the Buyer's loan.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☒ **Agrees** ☐ **Does Not**
agree that: upon completion of a satisfactory title search and examination, it will furnish a Title
Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have
been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.

3. INFORMATION, CLOSING, RECORDING. Closing Company is authorized to obtain any
information necessary for the closing. Closing Company agrees to deliver and record all documents
required or customarily recorded and disburse all funds pursuant to the Contract that are necessary
to carry out the terms and conditions of the Contract.

4. PREPARATION OF DOCUMENTS. The Closing Company will prepare the necessary documents
to carry out the terms and conditions of the Contract to include:

4.1 Deed. If the deed required in the Contract is a special warranty deed, general warranty
deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim
deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if
the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or
requires that the special warranty deed or general warranty deed list exceptions other than the
"statutory exceptions," as defined in § 38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the

36 deed or written instructions for preparation of the deed to the Closing Company for closing. For any
37 Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of
38 exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company
39 harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the
40 real estate broker working with either the Buyer or the Seller is not responsible for reviewing or
41 approving any deed not prepared by the real estate broker.

42 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e., within the Contract
43 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
44 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
45 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document, and it is
46 recommended that it be reviewed and approved by their respective attorneys.

47 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
48 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
49 Closing Statements will be prepared in accordance with the Contract and written instructions from the
50 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
51 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
52 Agreement to Amend/Extend Contract.

53 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 400.00 for providing closing and
54 settlement services (Closing Fee).

55 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
56 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
57 §§ 10, 11 and 12.

58 **7. DISBURSER.** Closing Company must disburse all funds, including real estate commissions,
59 except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company
60 or Buyer's lender on or before closing. All parties agree that no one other than the disbursing can
61 assure that the payoff of loans and other disbursements will actually be made.

62 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:
63 ☐ **Cashier's Check**, at Seller's expense ☒ **Funds Electronically Transferred** (wire transfer) to an
64 account specified by Seller, at Seller's expense ☐ **Closing Company's** trust account check.

65 **9. WIRE AND OTHER FRAUDS.** Caution: Wire and other frauds are a significant risk in real estate
66 transactions. Anytime Buyer or Seller is supplying confidential information, such as social security
67 numbers and bank account numbers, or transferring or receiving funds, Buyer and Seller should provide
68 the information in person or in another secure manner. Wire instructions should only be
69 sent by the Closing Company to the Buyer or Seller via encrypted e-mails or encrypted web
70 portals that require end-user authentication (i.e., password protected). If encrypted
71 e-mails or encrypted web portals are not available, wire instructions should be delivered by
72 hand, telephone, mail, or overnight courier. Buyers and Sellers should never reply to an
73 e-mail or call a telephone number included in an e-mail regarding wire instructions or trust
74 changes to wiring instructions received via email without verbal confirmation from a trusted
75 source. To protect against fraud, money should never be wired based on email instructions
76 alone, and wire transfer details and payment instructions should always be verified in
77 person or by telephone using a trusted and independently verified contact number.

78 **Financial Crimes Enforcement Network (FinCEN) Anti-Money Laundering Notice for Residential**
79 **Real Estate Transfers:** FinCEN is an agency of the US Treasury Department and the
80 primary enforcement agency for combating money laundering pursuant to the Bank Secrecy Act.
81 Parties agree to cooperate with the Closing Company to provide all requested documents and
82 information to meet the Closing Company's requirements for FinCEN reporting. Parties
83 understand that failure to provide documents and information may result in a delay or failure to close.

83 **10. FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date as
84 set forth in the Contract, Closing Company, except as otherwise provided herein, is authorized and
85 agrees to return all documents, monies and things of value to the depositing party, upon which Closing
86 Company will be relieved from any further duty, responsibility or liability in connection with these Closing
87 Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by
88 Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's
89 lender.

90 **11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute),
91 if the Earnest Money is being held by Closing Company and has not already been returned following
92 receipt of a Notice to Terminate or other written notice of termination, Closing Company must release
93 the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such
94 release of Earnest Money must be made within five days of Closing Company's receipt of the written
95 mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

96 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding Earnest Money that
97 is being held by Closing Company (notwithstanding any termination of the Contract), Closing
98 Company is not required to take any action. In no event shall Closing Company be required
99 to return Earnest Money deposits to Buyer until funds deposited are verified, credited to the Closing
100 Company escrow or trust account, and available for immediate withdrawal as a matter of right.
101 Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding,
102 (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and
103 recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller
104 that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer
105 and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of
106 Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money
107 to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the
108 monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant
109 to the Order of the Court.

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

112 **14. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after closing, Closing Company
113 will submit any required Change in Ownership form or registration of existing well form to the Division of
114 Water Resources in the Department of Natural Resources (Division), with as much information as is
115 available. Closing Company is not liable for delaying closing to ensure Buyer completes any required
116 form.

117 **15. FIRPTA AND COLORADO WITHOLDING.**

118 **15.1 FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any

119 reasonably requested documents to determine Seller's foreign person status. If withholding is required,
120 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit
121 it to the Internal Revenue Service. If withholding from Seller is not required, Closing Company
122 agrees to provide Buyer an executed Affidavit compliant with FIRPTA attesting to that.

123 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any
124 reasonably requested documents to determine Seller's status. If withholding is required under
125 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's
126 proceeds and remit it to the Colorado Department of Revenue.

127 **16. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by
the Colorado Real Estate Commission:

128

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

132 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this
133 transaction, copies of all signed documents that such real estate brokers are required to maintain
134 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both
135 Buyer and Seller to deliver their respective Closing Statement to one or both real estate broker(s)
136 involved in the transaction.

137 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

138 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in
139 writing, except as provided in § 19.2 and § 19.3 and is effective when physically received by such party.

140 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
141 electronic form to another party at the electronic address of the recipient by facsimile, email or
142 .

143 **19.3 Electronic Delivery.** Electronic Delivery of documents may be delivered by:
144 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the
145 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile
146 number (Fax No.) of the recipient.

147 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are
148 governed by and construed in accordance with the laws of the State of Colorado that would be
149 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

150 **BUYER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS**

Buyer: _____ Date: _____

Address:

Phone No.:

Fax No.:
Email Address:

Buyer: _____ Date: _____

Address:

Phone No.:
Fax No.:
Email Address:

151 SELLER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS

Ross Allen Levin

Date: 2/21/2026

Seller: **Ross Allen Levin**

Address:

Phone No.:
Fax No.:
Email Address:

Susan Lorraine Levin

Date: 2/21/2026

Seller: **Susan Lorraine Levin**

Address:

Phone No.:
Fax No.:
Email Address:

152 CLOSING COMPANY ACKNOWLEDGES RECEIPT OF THESE CLOSING INSTRUCTIONS.

Closing Company's Name: **Land Title**

Date: _____

By: **Paula Telles**

Authorized Signature

Title: Closer

Address: **3064 Whitman Drive Suite 201**

Evergreen, CO 80439

Phone No.: **(303) 674-4493**

Fax No.:

Email Address: **ptelles@ltgc.com**

CL8 CLOSING INSTRUCTIONS

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