

**Dream Weaver Holdings, LLC  
Dreamer's Ridge Subdivision  
Property Disclosure**

1. Building Envelopes. Buyer acknowledges reviewing the building envelopes specified in the CC&R's.
2. CC&Rs. Buyer acknowledges receipt of the CC&Rs.
3. Mineral Rights Not Included. Buyer acknowledges that there are no water or mineral rights included in the sale of the property.
4. Nearby Oil Pad Site. Buyer acknowledges that there will be oil wells and drill pad sites installed on the northern triangle (see Exhibit A showing known future and current location). Additionally, other than state and local laws regarding setbacks, Seller makes no promises or representations as to what may or may not be built on any of the surrounding property.
5. Special Metro District. The subject property is part of The Shores on Plum Creek Metropolitan District No. 10 which allows for a mill levy of 25 mills. Buyer shall review the metro district documents prior to the expiration of the due diligence period.
6. Water tap. A water tap is NOT included in the sale price of the lots. Sellers have reserved water taps by paying for them in advance. The cost of the tap will be paid to Seller at closing.
7. Septic Required. The property is not served by sewer. A septic system will be required.
8. Disclaimer of Warranties. Buyer is relying solely upon its own inspection of the Property, the Title Commitment and Title Documents, the Governing Documents, the Metropolitan District Documents, and any additional documents related to the Property delivered by Seller and such investigation, testing and evaluation as Buyer deems necessary to evaluate the condition of the Property and the suitability of the Property for Buyer's intended use. Buyer acknowledges that the opportunity to inspect the Property provided herein is sufficient for Buyer to obtain whatever information regarding the Property as may be necessary for Buyer to determine the condition of the Property and its suitability for Buyer's intended use. Buyer understands and agrees that the Property will be sold and conveyed hereunder "AS IS and WHERE IS" without any representation or warranty by Seller of any kind or nature whatsoever and Buyer, except as specifically provided to the contrary elsewhere in this Contract or its conveyance deed or any other document delivered by Seller at Closing, accepts the conveyance of the Property in an "AS IS and WHERE IS" condition and with all defects. Buyer acknowledges that Seller hereby disclaims any and all express and implied warranties regarding the Property or the condition thereof, including, without limitation, the fitness of the Property for any particular purpose. Seller discloses that the site is a former farm and a small feed lot operation was located on the Property.

9. Seller's Liability. Buyer acknowledges and agrees that in the event of any alleged breach by Seller prior to Closing, Buyer's sole remedies are as set forth in the purchase Contract. Any damages shall be limited to Buyer's actual direct, but not consequential, damages therefore and shall be recoverable only from the interest of Seller in the Property, and Seller (and its joint ventures, partners, shareholders or members) as the developer of Dreamers Ridge (the "Project") shall not be personally liable nor shall any recourse be had to any other property or assets of Seller. Buyer by virtue of acceptance of this Contract and a Special Warranty Deed at Closing, Buyer agrees to waive any and all claims (whether arising in tort or in contract) against Seller and agrees to not hold Dream Weaver Holdings a Colorado Limited Liability company, Copper Homes Limited, a Colorado Limited Liability Company, Your Way Home, LLC, a Colorado corporation, Andrew Batson, individually, Jon File, individually, and Glenda File, individually, harmless of all liability associated with all aspects of the Project, in the event of any claim against the above named entity and/or person by Buyer (or any person or entity claiming by, through or under Buyer) for any breach. Buyer agrees to indemnify such entity and/or person for all damages and costs (including, without limitation, reasonable attorneys' fees). The provisions of this shall survive the Closing.
10. Architectural Review Approval of Buyer's Residence. If Buyer desires architectural review approval prior to Closing, an application may be made according to the Design Guidelines which must include complete floor plan, elevations, site plan and exterior colors and finishes. No promises, either oral or written have been made with regards to the approval of any construction.
11. Soils. A Preliminary Soils Report was prepared by Soilogic for purposes of roadway design and feasibility. The Report should not be utilized for specific design factors for any contemplated structure. A soils and foundation report is required to be prepared by a civil engineer licensed in the State of Colorado prior to any construction. Seller assumes no liability and Seller is hereby released by Buyer for all soils and foundation factors affecting any contemplated construction on the Property.

DREAM WEAVER HOLDINGS, LLC  
P. O. Box 983  
Broomfield, CO 80038

By:

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

BUYER

By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

ATTEST

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Date

**Exhibit A**  
 Location of Known Future and Current Oil and Gas Wells

