

**Tuesday, 10/28/2008, 11:32 AM**

**1\_CBS1\_Contract\_RED\_102808.pdf**

Any problems on your side to include the additional sentence (highlighted) - now defining "Appraisal Deadline" (so it will coincide with 2.3 (Dates and Deadlines) and avoid the questions I have been getting with the easier fix). I do not know if this can be inserted at this time, but wanted your input in the event it could be done. It will fix the fix as 2.3 references 6.2.2 for "Appraisal Deadline" - and nothing exists. Let me know sooner rather than later please. Thank you. Kent

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Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Thursday, 10/23/2008, 4:04PM**

**FormsCommittee\_10-23-2008\_404pm.zip**

Attached are the drafts prepared by Connie of the Sale and Lease Listing Contracts date coded 10-24-08. Thanks Connie. This will give us all something to look at and start with at the next meeting in November. Thanks, Kent

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Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Thursday, 10/23/2008, 2:16PM**

**Forms\_Meeting\_Min\_10-14-08.pdf**

Attached are the minutes of our last meeting. Connie is working up drafts for changes to the Sale & Lease Listings. Hopefully we can send those out later this week (or early next). Thanks, Kent

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Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Wednesday, 10/22/2008, 9:09PM**

Just so you are aware, I submitted the fix to the CBS, Section 6.2.2, that results in the addition of one word, the term "Objection" to make the defined term deadline consistent throughout the Section and avoid any problems if one would use two different dates in completing Section 2.3 for the "Appraisal Deadline" and "Appraisal Objection Deadline".

It was intentional and not overlooked that I did NOT make any change to 2.3 that continues to use (not only the new term of Appraisal Objection Deadline), but left in "Appraisal Deadline." It references Section 6.2.2 - but there is now no term "Appraisal Deadline." This should do no harm, but wanted you to recognize it was left in.

Otherwise it would have caused changes to the Amend/Extend and Counter Proposal forms, etc. It was also left in the form to allow the parties to specify a particular date the Appraisal needs to be completed -- but as it is

now no longer a defined term, it would appear best to have Additional Provisions be used to flush this out in (what I believe should be fairly rare that it would be inserted, need to be addressed or meaningful in most transactions).

Tony - please add to the Global List Appraisal Deadline to look at it next time we need to open the CBS form again.

Thanks, Kent

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Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Wednesday, 10/22/2008, 2:33PM**

**FormsCommittee\_10-23-2008\_233PM.zip**

Attached is the red-lined and clean version of the Revised Rule F-7 along with CBS1 and CBSF1 in red-lined that shows the change to the date of the form and Section 6.2.2. Thank you. Kent

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Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Wednesday, 10/22/2008, 11:37AM**

Thanks Ron. Kent

The change is OK with me  
Ron Sechrist

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Garrett - thank you. Kent

I agree with your solution.

Garrett

----- Original Message -----

**From:** Kent Levine

**To:**

**Sent:** Tuesday, October 21, 2008 10:07 PM

**Subject:** Error in CBS1 & CBSF1

Below is basically my email to CREC on an ambiguity created with the insertion of the new "Appraisal Objection Deadline" provision. The easy fix is merely to insert the term "Objection" in the prior sentence, shown below.

Please let me know ASAP whether you agree or not. Also, whether you have stumbled over or found any other "error".

Thanks, Kent

Even though the draft forms contained the proposed change since submitted in June, no one, including myself picked up on the problem of not inserting the term "Objection" in the prior sentence.

**6.2.2. Conventional/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 \_\_\_\_\_ . This Contract shall terminate by Buyer delivering to 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 by Seller on or before **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline** (§ 2.3), Buyer waives any right to terminate under this section.

A major problem/confusion or ambiguity and inconsistency is present if the form is fixed by insertion of the term "Objection" as indicated above.

Example: Section 2.3 is completed with the dates of January 20, 2009 for the **Appraisal Deadline** and January 27, 2009 for the **Appraisal Objection Deadline**. Without the fix, it is unclear whether the Buyer (to protect the Buyer's Earnest Money Deposit, etc.) needs to supply the notice to terminate by January 20th or whether the Buyer has until January 27th to object. If the same date is used for both the Appraisal Deadline and the Appraisal Objection Deadline, but if different dates are used, the problem and ambiguity is present.

It would be beneficial to see if this can be fixed prior to the new forms being printed and used (as close to the permissive date of 10/30/08 and clearly by the mandatory date of 1/1/09.

I would suggest a combination of steps:

1. Emergency Rule to make the change ASAP (November meeting) so the forms (CBS1 and CBSF1) are both fixed to add the one word.
2. Permanent Rule to make the change permanent.
3. Consent by the CREC (Motion) that by making the change to the the forms that becomes permissive on 10/30/08 will not be in violation of Rule F-7 and the modified form should be now posted to the web site and distributed to the "interested persons" list.

I will give you a call tomorrow morning (Wed a.m.) to make sure we are on the same page.

Thank you. Kent

--  
Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Wednesday, 10/22/2008, 7:47AM**

Paul and Tony - thank you for your quick response:

Kent

This will Work.

Paul

Kent,

I agree with your change.

Tony Marietta

--

Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Tuesday, 10/21/2008, 10:09PM**

**6.2.2 CBS Appraisal Objec Deadline 10-21-08.pdf**

Below is basically my email to CREC on an ambiguity created with the insertion of the new "Appraisal Objection Deadline" provision. The easy fix is merely to insert the term "Objection" in the prior sentence, shown below.

Please let me know ASAP whether you agree or not. Also, whether you have stumbled over or found any other "error".

Thanks, Kent

Even though the draft forms contained the proposed change since submitted in June, no one, including myself picked up on the problem of not inserting the term "Objection" in the prior sentence.

**6.2.2. Conventional/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 \_\_\_\_\_ . This Contract shall terminate by Buyer delivering to 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 by Seller on or before **Appraisal Objection Deadline** (§ 2.3). If Seller does not receive such written notice of termination on or before **Appraisal Objection Deadline** (§ 2.3), Buyer waives any right to terminate under this section.

A major problem/confusion or ambiguity and inconsistency is present if the form is fixed by insertion of the term "Objection" as indicated above.

Example: Section 2.3 is completed with the dates of January 20, 2009 for the **Appraisal Deadline** and January 27, 2009 for the **Appraisal Objection Deadline**. Without the fix, it is unclear whether the Buyer (to protect the Buyer's Earnest Money Deposit, etc.) needs to supply the notice to terminate by January 20th or whether the Buyer has until January 27th to object. If the same date is used for both the Appraisal Deadline and the Appraisal Objection Deadline, but if different dates are used, the problem and ambiguity is present.

It would be beneficial to see if this can be fixed prior to the new forms being printed and used (as close to the permissive date of 10/30/08 and clearly by the mandatory date of 1/1/09).

I would suggest a combination of steps:

1. Emergency Rule to make the change ASAP (November meeting) so the forms (CBS1 and CBSF1) are both fixed to add the one word.
2. Permanent Rule to make the change permanent.
3. Consent by the CREC (Motion) that by making the change to the the forms that becomes permissive on 10/30/08 will not be in violation of Rule F-7 and the modified form should be now posted to the web site and distributed to the "interested persons" list.

I will give you a call tomorrow morning (Wed a.m.) to make sure we are on the same page.

Thank you. Kent

--

Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

**Tuesday, October 7, 2008, 5:08pm**  
[Forms\\_Meeting\\_of\\_10-14-08.zip](#)

Dear All -

1. Please let me have your Lunch Selection by NOON tomorrow (10/8/08) as I will not be in the office Thurs and Fri and Doreen will need to order.
2. Attached is the Agenda
3. Connie put together (thanks Connie) the attached Seller Listing (Clean and Red-lined) and a Comparison for the Seller and Buyer listing contracts.
4. The CREC appointed you all for the 2009 season. Congratulations!!

Lunch orders by tomorrow please. Thanks, Kent

--

Kent Jay Levine, Esq.  
KENT JAY LEVINE, P.C.

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**Tuesday, October 7, 2008, 5:04pm**

Tony - please add to the Global List - NOTICE TO CORRECT a Check Box to Accept Seller's Alternative  
(in the area of [box] Accept [box] Reject (add) [box] Seller's Alternative. Thanks, Kent

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**Monday, September 29, 2008 4:26pm**  
[Forms\\_Meeting\\_Minutes\\_9-29-08.pdf](#)

Attached are the Minutes for our last meeting on 9-16-08. The next scheduled Forms meeting is set for October 14, 2008. We will start looking at the Listing Contracts. Thanks, Kent

**Saturday, 9/20/2008 @ 11:57am**

**Saturday\_9-20-08\_Clean.zip**

Attached are the clean version containing the corrections of 9-19-08.

Thanks, Kent

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**Saturday, 9/20/2008 @ 11:56am**

**Saturday\_9-20-08\_Redlined.zip**

Attached are ONLY those forms that had additional work. The changes are shown in red-lined (attached). I will send you the Clean in a separate email. I also fixed my error in F-7 regarding SA20. It was initially adopted with the date of 2-08. It did NOT change with the 9-08 batch, so F-7 should still show a 2-08 date for it (with no change).

I am including CL8 (clean version only with a date of 9-17-08 - that was the form that added "Internet" in 16.2, but did not make its way to SOS office. (no red-lined included). The following email from Garrett shows the typos fixed.

Total of 10 docs attached on this one.

From your last PDF [Forms 09-17-08.pdf]

1. The Licensee Buyout LB36 section 6 makes reference to "calendar days", an item, I know, you have been removing in other forms.
2. The SPD19 K-18 uses caps but SPD-29 K-18 does not
3. The CL8 still does not have "internet" in section 16.2
4. The SD16 - first line of the title is in end of previous line
5. The SD16 - bottom of page 1 just above the footer and below the text "omissions that have not been approved . . ." - There seems to be an extra line?
6. The SD16 - under the title starting "For purposes of this document . . ." has sub-landlord and sub-tenant hyphenated but BD24, DD25 and BDT20 do not
7. The SD16 & BDD56 use the label "Disclosure of Costs" while BD24 uses "Disclosure of Settlement Service Costs"
8. BD24 under "Megan's Law" uses "Tenant" while the remainder of the document seems to use "Buyer" as a baseline.
9. With respect to the change in section 3 of TD72, 73, 74 - TD72 has ". . . as of this date; and subject to . . ." (uses semicolon) - TD73 and TD74 have ". . . as of this date, and subject to . . ." (use comma)

Regards,  
Garrett

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**Thursday, 9/18/08 @ 3:00pm**  
**Forms\_09-18-08.zip**

Dear all - attached are the Final Forms. They can be used by Brokers starting 10-30-08. A special thank you to Candace for all the extra time and effort to pick up my typos. Good work!! Kent

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**Thursday, 9/18/08 @ 2:43pm**

Tony - Please add a new form (Assignment) for discussion only whether it is needed, etc. Thank you. Kent

From: "Peter Griffiths"

To: "Kent Levine"

Subject: RE: Assignment of CBS

Date: Thu, 18 Sep 2008 13:45:45 -0600

Thread-Index: AckZxe4PbnARfq5iR5umpAx7kda9GQAAIojQ

Probably yes - we see that the realtors use an amend/extend which is not always satisfactory. Often a buyer is added or removed without that buyer executing the contract or amend/extend! Another concern is the earnest money - on whose authority can we act if the new buyer never executed the contract? I expect that this will be a basic form only, and will not deal with an assignment for consideration.

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**From:** Kent Levine

**Sent:** Thursday, September 18, 2008 1:37 PM

**To:** Peter Griffiths

**Subject:** RE: Assignment of CBS

Peter - I know. Did you want me to raise it ? Thanks, Kent

Good answer but the practice is different!  
Has the Forms committee discussed a form of assignment?

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**From:** Kent Levine

**Sent:** Wednesday, September 17, 2008 4:22 PM

**To:** Peter Griffiths

**Subject:** Re: Assignment of CBS

Peter - the best answer is for the Buyer to hire a lawyer to do the Assignment. Kent

Kent - I note that there is no CREC approved form for the assignment of the contract. What form would the broker use?

Peter J Griffiths

**Date: Tue, 16 Sep 2008 21:15:16 -0600**

To: Betty Armbrust, Daryl Lay

From: Kent Levine

Subject: Mortgage Broker Forms

Cc:

Bcc: Kent Levine

X-Attachments:

Betty and Daryl - I looked only at the Emergency Rules - I presume the permanent rules are similar - the Forms adopted by DRE for Mortgage Brokers are not exclusive - provided the same info is disclosed. Thanks, Kent

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**Tue, 16 Sep 2008 10:13am**

Looks good to me.

Holly

**From:** Kent Levine

**Sent:** Tuesday, September 16, 2008 10:10 AM

**To:** Holly Hoxeng; Reda Martin; Connie Black; Sean Rhyne

**Subject:** CBS 2.5 Clarification

Holly, Reda and Connie - I don't know if I will be able to insert the new clarifying sentence to 2.5. If allowed, do you have any problems/suggestions on the attached? Thanks, I am hoping to move on this yet this morning if possible. Thanks, Kent

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**Tue, 16 Sep 2008 10:11am**

**[Sec 2.5 DEADLINE 9-14-08.zip](#)**

Holly, Reda and Connie - I don't know if I will be able to insert the new clarifying sentence to 2.5. If allowed, do you have any problems/suggestions on the attached? Thanks, I am hoping to move on this yet this morning if possible. Thanks, Kent

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**Mon, 15 Sep 2008 11:21 am**

**[Forms Meeting Agenda 9-16-08.zip](#)**

Attached is the Agenda for the next Forms Meeting on 9-16-08. See you tomorrow. Kent

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**Tue, 9 Sep 2008 11:41 pm**

**[Tue 9-9-08 11-41pm.zip](#)**

Yvette - Candace caught some additional formatting changes on the CBS1 and CBSF1. The new versions are attached with the file date of 9-10-08. I am sending these to you at this time so you will be ready to post to the CREC web site when we finish all the formatting. The forms sent to you for filing with the SOS contain the same language, these are much prettier. Thanks, Kent

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**Tue, 9 Sep 2008 6:41pm**

Congratulations on a job well done!

Ken

At 12:58 PM 9/9/2008, Kent Levine wrote:

Dear all - the CREC adopted the new forms this morning. They are permissive as of 10/1/08 and mandatory on 1-1-09. Kent

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**Tue, 9 Sep 2008 1:48pm**

Julie - thank you for the very nice comments. Alan and the others work very hard to come up with the best product. You have also made substantial comments that have advanced our forms well beyond many, if not all, other states.

1. In light of the current view of the AG's office, at least my discussions with them, no further changes can be made AT THIS TIME. The fixes are limited to typos, clerical and formatting. We would need to hold a NEW Rule Making Hearing, new Notice filings, etc. to make further changes.
2. Whatever recommended language is developed, we need to really analyze it to see what the fall out would be both with and without the language.
- 3.. We can talk further, but many, many times the title co actually catches and fixes the incomplete or incorrect legal in the Contract - and has it fixed in the Deed at Closing. The non-merger language may limit that practice - which I believe is more prevalent than Erik's case. That is why I don't believe this should be rushed. It needs to be thoroughly analyzed, discussed and debated. My concern is that the fix for Erik's setting may cause more problems that are currently being taken care of. But, I am open to see if I am wrong, and a revised provision is truly going to be the best way to go.

Thanks, Kent

At 1:21 PM -0600 9/9/08, Julie Waggener wrote:

Kent:

We all so appreciate the work you do and have done for so long on this Contract form. Thanks for the opportunity to comment.

I sent you and Alan Stein an email today about the survival clause and the adverse court of appeals case that we discussed at POETS ("Campbell v. Summit County \_\_\_"). I think this survival clause in the current contract really needs to be tweaked to avoid problems from this case, and in general --and I would hope that the purely legal nature of fixes to it could pass muster through the AG's office quickly? For the benefit of the entire Council, here (below) is my email to Alan Stein and you pertaining to the (currently very minimal) "survival" sentence in the Contract which reads:

"Any obligation in this Contract that, by its terms, is intended to be performed after termination or Closing shall survive the same."

[Dear Alan and Kent]:

As a result of the POETS presentation made last Friday by Erik Foster and the bad results his client suffered by having the survival clause in the standard form contract not protect, after closing, the contract reps made by the Seller, I have several suggestions about changes in the survival clause in the standard form you've attached, especially based on Erik's case. I think it is absolutely imperative that the changes get made to this clause in this draft before it's approved. (I'll forward the forms you attached to your email below in a second email, since I see those did not come through here).

First, let's include Erik in that discussion (I've copied him here), and see what his case said about the survival clause, and what the deficiency was, so we can correct it per the case. **Erik, can you email us the case to review the court's language, and also PLEASE chime in here with suggestions ASAP about correcting this language in this new form? The sooner and more fully you could make a contribution to the revised language, the more likely that this might get included sooner in that form.**

Second, at a minimum, in our standard form more should survive than just "obligations...to be performed". I know there is a long line of cases, no doubt cited by Erik's firm in the briefs, that describe exactly how to save such things as reps and warranties, commitments, rights, remedies, obligations, and post-closing duties, rights and agreements, which, either by their nature and/or by the intent of the parties, or as may be implied from the circumstances, are intended to survive the termination or Closing and not be merged into the deed or be terminated by the termination of the Contract. We ought to just cite from the most recent cases and tailor the language to be as broad and inclusive as possible, since no broker will understand how to draft around this problem, and they are constantly putting things in the Additional provisions that bind the parties post closing, or are intended to. I think the DRE and Commission will appreciate that this is an important risk factor for the licensees unless this language is expanded and revised. I hope that we've caught this in time. Thanks for following up. Julie

Kent: Can this issue be addressed and fixed before finalization of this Contract version? Since we first raised it at POETS last Friday, I hope that it is not too late. Thank you.

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**From:** Kent Levine

**Sent:** Tuesday, September 09, 2008 1:06 PM

**To:** Forms Committee

**Subject:** CREC - Forms

The Colorado Real Estate Commission adopted the new forms earlier this morning. Certain administrative steps will now be taken, including the blessing or opinion from the Attorney General's office, filing with Secretary of State, etc. I would think the new forms will be posted on the CREC web site close to the end of the month. The forms will be permissive as of

10/30/08 and mandatory 1-1-09 for real estate brokers. Attached is the draft of the CBS1 that should be very close to the final version to be published. If you see any errors please let me know (sooner rather than later). Thanks, Kent

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**Tue, 9 Sep 2008 1:18 pm**

Julie, et al - the CREC adopted the new forms about 2 1/2 hrs before your email this morning. If you believe there is need for a further survival and non-merger provision, please keep it moving that will hopefully result in clear, short and precise language that will accomplish what is needed. After that, I think we need to have a group analyze and discuss whether the solution would creating more of a problem.

Thanks, Kent

At 11:33 AM -0600 9/9/08, Julie Waggener wrote:

Thanks Alan, below is my correct email address if that's the reason it bounced back.

As a result of the POETS presentation made last Friday by Erik Foster and the bad results his client suffered by having the survival clause in the standard form contract not protect, after closing, the contract reps made by the Seller, I have several suggestions about changes in the survival clause in the standard form you've attached, especially based on Erik's case. I think it is absolutely imperative that the changes get made to this clause in this draft before it's approved. (I'll forward the forms you attached to your email below in a second email, since I see those did not come through here).

First, let's include Erik in that discussion (I've copied him here), and see what his case said about the survival clause, and what the deficiency was, so we can correct it per the case. **Erik, can you email us the case to review the court's language, and also PLEASE chime in here with suggestions ASAP about correcting this language in this new form? The sooner and more fully you could make a contribution to the revised language, the more likely that this might get included sooner in that form.**

Second, at a minimum, in our standard form more should survive than just "obligations...to be performed". I know there is a long line of cases, no doubt cited by Erik's firm in the briefs, that describe exactly how to save such things as reps and warranties, commitments, rights, remedies, obligations, and post-closing duties, rights and agreements, which, either by their nature and/or by the intent of the parties, or as may be implied from the circumstances, are intended to survive the termination or Closing and not be merged into the deed or be terminated by the termination of the Contract. We ought to just cite from the most recent cases and tailor the language to be as broad and inclusive as possible, since no broker will understand how to draft around this problem, and they are constantly putting things in the Additional provisions that bind the parties post closing, or are intended to. I think the DRE and Commission will appreciate that this is an important risk factor for the licensees unless this language is expanded and revised.

I hope that we've caught this in time. Thanks for following up. Julie

Julie Waggener

-----Original Message-----

From: Alan Stein  
Sent: Tuesday, September 09, 2008 11:07 AM  
To: Julie Waggener  
Subject: Contract to Buy and Sell

Julie,

I sent this to on Friday after the POETS luncheon. Apparently it bounced back. I thought I would send the message again.

A.

Julie,

I've attached the current draft of the CBS 1 form and the form that was used in 1999. I call your attention to Section 28 of the new draft and, if you have a copy, Section 28 of the current draft, which has survival language. I can't remember offhand when we inserted that language but I believe it was in the last four or five years.

If you have any suggestion to improve the survival provisions, give me a shout.

A.

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**Mon, 8 Sep 2008 3:57pm**

Holly - we really cannot make any changes on 2.5 this time. I will add it to the list to see if we need to address it next time CBS is opened up. I am hopeful the first sentence of 2.5.2 is the default UNLESS the "shall Not" box is checked in the following sentence. Thanks, Kent

And...

If we're taking out the references to "calendar" days, should we add something to Section 2.5 that says, unless the contract says business days, we always mean calendar days? I know, we're restating the obvious but then again!

H

-----Original Message-----

From: Kent Levine  
Sent: Thursday, September 04, 2008 2:47 PM  
To: Holly Hoxeng  
Subject: CREC Forms - CBS

Holly - FYI - here is the latest draft # 37 of the Contract to Buy and

Sell. (I am including Clean and Red-lined of CBS1 and copy of the Clean of CBSF1. Hopefully the CREC will adopt next Tuesday 9-9-08. Unless something else pops up - it looks like this is very close. Good luck to you and Will on your class. Kent

--

Kent Jay Levine, Esq

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**Friday, September 05, 2008:**

Linda - I earnestly believe the form is not the problem. It appears the deadlines are too short for what this particular Buyer wants. The parties are free to agree to allow more time via Amend/Extend. Additional provisions within the CBS could specify a more rigid time frame when a Seller & Buyer need to respond -- but that may not be the real problem. While this topic well rarely come about, I think it would make things a lot more complicated and convoluted for 98% of the transactions. I would rather see the 2 % be dealt with via a detailed time line, rather than make the other 98% conform to what 2 % would like.

This is just my take, but I am happy to pass this on to the rest of the Forms Committee if you want me to do so.

Thanks, Kent

Dear Kent,

One of my clients suggested the form should be structured so there is more opportunity to go back and forth between buyer and seller when trying to resolve inspection items. For instance, he is giving notice by the deadline on what he wants done. Both need to meet the resolution date. But what if the seller comes back with 2 out of 4 items and doesn't respond until the resolution date. There is no opportunity for the buyer to go back and say what about 3 of 4 items. He also feels there is not time for each party to consider the other's response more than the first go around. There is also not a time/date for the initial response when buyer gives the notice to the seller, just that it has to be resolved by a certain date.

I'm sure this has come up before but maybe not. Perhaps people are just negotiating now more than ever. And I must admit my first-time buyer is a negotiator. It's a hard call to try to get the inspection done, list in, back and forth, back and forth and still try to close quickly. I've explained all this to the buyer and he understands about the 24-hour period after the resolution date if the seller just says "no" but I must admit he has a point with the form not allowing for more negotiating.

Any comments? Form history on this topic?

Linda

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**Thursday, September 4, 2008@ 2:46pm (Thu\_9-4-08\_2\_46pm.zip)**

Attached are the latest (Draft # 37) of CBS1 (red and clean) and CBSF1 (clean only). Section 10 now contains the titles for the "sub"sections. Thanks to Connie and Candace for their keen eyes.

Kent

--

Kent Jay Levine, Esq.

Thursday, September 4, 2008@ 1:52pm

Connie - thank you. They are not underlined. I was uncertain on caps and punctuation. So, I will go with it. Thanks again. Enjoy your time off. Kent

Looks great! Couldn't tell since it's a redline, but just be sure the headings are not underlined.

Connie Black

**Thursday, September 4, 2008 @ 1:39pm**

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From: Kent Levine []  
Sent: Thursday, September 04, 2008 1:39 PM  
To: Connie Black  
Cc: Sean Rhyne  
Subject: CREC FORMS: September Forms Meeting - Sec 10  
**(Thu\_9-4-08\_1\_39pm.zip)**

Thanks Connie. Look at the attached regarding "capitalization" and the semi-colon. Will this work? Thanks,Kent

Kent,

I will be able to attend the September 16 meeting. Since I'll be out next week, here's my lunch order:

Strawberry spinach salad

Thank you.

Connie Black

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**Thursday, September 4, 2008 @ 1:15pm**  
**(Thu\_9-4-08\_1\_15pm.zip)**

Candace - Connie raised an inconsistency of not having titles for the Sections. Attached is my fix --- but I am questioning whether I can Capitalize the first word and change the comma to a semi-colon.

Your suggestions please. Thanks, Kent  
--  
Kent Jay Levine, Esq.

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**Thursday, September 4, 2008 @ 1:03pm**  
**Thu\_9-4-08\_1\_03pm.zip**

Connie - got it. See if the attached will work. If we renumber we will cause problems with the NTC43 (Notice to Correct form). It looks like inserting titles will fix the concern you properly pointed out. Agree? Thanks, Kent

Kent,  
As suggested before, I think Section 10.2 should be reformatted the same as Section 7.1 changing the numbering of subsections 10.2.1 and 10.2.2 to (1) and (2) and keeping these items continuous in the same paragraph, particularly because these subsections have no headers. Sorry about the confusion of the tab indents, it could have been just a printing issue on my end.

I'm not sure yet whether I'll be able to attend the next meeting, since it's just two days after I return from vacation. Will let you know as soon as I hear back from Janet.

Connie Black

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From: Kent Levine  
Sent: Wednesday, September 03, 2008 4:44 PM  
To:

Subject: Formatting, clerical fixes CBS1 9-3-08

Candace and Connie - I have fixed all of the items you two sent over (with one exception).  
Connie - your item # 4, alignment of tabs in Section 3 and Section 4 looked like they were ok to me, so I did not do anything with them. Good catches. Thanks for the great proof reading job.

I did reformat 7.1 by removing the tabs and paragraph returns for the OEC provisions under the Title Commitment (Gap exception, etc.).

I am also attaching a Clean version of the CBSF1 as well. Kent

Thanks, Kent

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**Wednesday, September 3, 2008 @ 4:44pm**  
**Wed\_9-3-08\_4\_44pm.zip**

Candace and Connie - I have fixed all of the items you two sent over (with one exception).  
Connie - your item # 4, alignment of tabs in Section 3 and Section 4 looked like they were ok to me, so I did not do anything with them. Good catches. Thanks for the great proof reading job.

I did reformat 7.1 by removing the tabs and paragraph returns for the OEC provisions under the Title Commitment (Gap exception, etc.).

I am also attaching a Clean version of the CBSF1 as well. Kent

Thanks, Kent

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**Wednesday, September 3, 2008 @ 12:51pm**  
**Wed\_9-3-08\_12\_51pm.zip**

From: "Tony Walisky" <>  
To: "Kent Levine" <>, "Kent Levine" <>  
Subject: Emailing: Global List 2008  
Date: Wed, 3 Sep 2008 12:42:45 -0600  
Kent,

Attached is the list after our last meeting with all changes that I made note of. If you have any changes you would like, please let me know.

I will not be attending the Sept and Oct. meetings as I have trips planned and will be either out of state or hunting. I will keep up with any changes that you would like. I will resume attending on Nov. 4th.

The message is ready to be sent with the following file or link attachments:

Global List 2008

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**Wednesday, September 3, 2008 @ 12:51pm**

**Wed\_9-3-08\_12\_35pm.zip**

Sean - for file/upload. Kent

Delivered-To:

Subject: Contract Comments

Date: Wed, 3 Sep 2008 11:44:59 -0600

Thread-Topic: Contract Comments

Thread-Index: AckN7MVPxTkazSkhRgy36zeajQRp4Q==

From: "Connie Black" <>

To: "Kent Levine" <>

Please see attached.

Connie Black

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**Wednesday, September 3, 2008 @ 12:32pm**

Connie - yes. Next meeting is 9-16-08 Enjoy your vacation. Kent

Kent,

Is our next meeting Tuesday, September 16? Please let me know as I'll be on vacation next week. Thank you.

Connie Black

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**Wednesday, August 27, 2008 @ 2:50pm**

**Wed\_8-27-2008\_2\_50pm.zip**

Attached are the Closing Statement, Worksheet that I did not send earlier, plus, just in case, the Clean and Red-lined of the CBS1. Thanks, Kent

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Kent Jay Levine, Esq.

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**Wednesday, August 27, 2008 @ 2:47pm**

**Wed\_8-27-2008\_2\_47pm.zip**

Installment # 3 of the clean pdfs. Thanks, Kent

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**Wednesday, August 27, 2008 @ 2:45pm**

**Wed\_8-27-2008\_2\_45pm.zip**

Attached is installment # 2 of the Clean pdfs date coded 8-27-08. Docs 9-17 are attached. Kent

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**Wednesday, August 27, 2008 @ 2:40pm**

**Wed\_8-27-2008\_2\_40pm.zip**

I am sending out the revised drafts in a "clean" version. You will also find red-lined for the Contract to Buy and Sell and the Disclosure form for the Tenant (BDT20). The other forms only picked up clerical, typographical, grammatical and formatting changes from the June, 2008 submission, and therefore no red-lines are included. Please treat these submissions as "comments" to the CREC for Rule Making purposes. Attached is the first installment docs 1-8. Next set to follow. Kent

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**Wednesday, August 27, 2008 @ 2:40pm**

**Wed\_8-27-2008\_2\_12pm.zip**

We discovered and made another tiny fix to the Footer in the attached BDT20. Please trash the earlier version. Thanks, Kent

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**Wednesday, August 27, 2008 @ 10:08am**

Paul, Bob and Ed - I received an error message that the email last night exceeded your max message size. How many pdfs/size of the attachments can you receive without the reject occurring? Did the email go through anyway, despite the delivery report stating it did not get through? Thanks, Kent

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**Wednesday, August 27, 2008 @ 10:02am**

**Wed\_8-27-2008\_10\_02am.zip**

Attached please find the revised TD 73 with the word "Creditworthy" spelled out. This replaces the TD73 sent you last night. The Footer was corrected to reflect the title and to be consistent with the other TDs.

Thanks, Kent

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**Wednesday, August 27, 2008 @ 1:17am**

**Wed\_8-27-2008\_1\_17am.zip**

Attached are the "CLEAN" version of the forms. I will send over later today the Clean version of CBS, SS60 (Closing Statement) and SS61, the Worksheet. I will send the red-lined of the CBS once I drop in a couple of fixes made.

I am still waiting for the "permanent" email address for the Open Meetings posting. For now I will copy Sean with the Subject Line reading "CREC FORMS" (and whatever further descriptor)

Thanks, Kent

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