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MHA – Manufactured Home Addendum to Contract to Buy and Sell Real Estate

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.

WARNING: This form may not be appropriate for a seller (or a broker) required to register with the Division of Housing for the sale of manufactured homes pursuant to § 24-32-3323, C.R.S. as the contract required pursuant to § 24-32-3325, C.R.S. must contain specific disclosures and the Seller (or Broker) may be subject to additional restrictions and obligations.

**MANUFACTURED HOME ADDENDUM
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: _____

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Manufactured Home Addendum (Addendum) is made a part of the following contract:

☐ **Contract to Buy and Sell Real Estate (Land)** between Seller and Buyer (Contract) dated _____ relating to the sale of the Property, or;
☐ **Contract to Buy and Sell Real Estate (Commercial)** between Seller and Buyer (Contract) dated _____ relating to the sale of the Property

known as _____ (Property).
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of the Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.

2. PURPOSE. The Property contains a manufactured home but the Contract does not contain required provisions that are set forth in this Addendum. The Contract provisions are added or amended as follows:

2.4. Home. The manufactured home (Home) located on the Property is further described as:

Manufacturer	
Model	
Serial No.	
Size	
Year of Manufacture	
Certificate No.	
Manufacturer Tag No.	
VIN No.	

2.5. Inclusions. The following provisions in this § 2.5 are substituted as § 2.5 of the Contract:
The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Home on the date of this Contract, the following items are included unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, mirrors, floor coverings, intercom systems, built-in kitchen appliances, and built-in vacuum systems (including accessories). If checked, the following are owned by the Seller and

included (leased items should be listed under **Leased Items**): ☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Home after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Additional. If on the Property, whether attached to the Home, Property, or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: skirting, wheels, tongue, access equipment (e.g. ramp, deck, stairs, etc.), storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Inclusion Conveyance. The Inclusions must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance of all Inclusions will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

3.1.1. Dates and Deadlines. The following provisions in this § 3.1.1 are added to § 3.1 of the Contract:

Item No.	Reference	Event	Date or Deadline
		Liens and Title	
44	§ 7	UCC and Certificate of Title Deadline	
45	§ 7	UCC and Certificate of Title Objection Deadline	
46	§ 7	UCC and Certificate of Title Resolution Deadline	

4.5.3. Type of Loan. Buyer may purchase the Property using the following type of loan: _____.

4.5.4. Loan Estimate – Monthly Payment and Loan Costs. Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

7.1. Title to Home. Seller agrees to deliver to Buyer, on or before five (5) days before the **UCC and Certificate of Title Deadline** a true copy of the Certificate of Title for the Home showing the Seller as the owner of the Home or other written evidence of title to the Home. Buyer, at Buyer's sole cost, is advised to have the Certificate of Title for the Home examined.

7.2. Liens, Title, Resolution. Buyer has the right to obtain a UCC Search on or before **UCC and Certificate of Title Deadline** to confirm whether there are any liens against the Home or Inclusions not identified in the Contract or on the Certificate of Title to the Home. Buyer, in Buyer's sole subjective discretion, may object to any liens or title matters against the Home which were not agreed to be released on or before Closing as set forth in this Contract. If Buyer objects to any title matter on or before the applicable deadline, Buyer has the following options:

7.2.1. Lien Objection, Title Objection, Resolution. Buyer may send Buyer's written notice objecting to: 1) any liens against the Home which were not agreed to be released on or before Closing as set forth in this Contract; 2) or title matters on or before **UCC and Certificate of Title Objection Deadline**; or

7.2.2. Lien Objection, Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1, on or before **UCC and Certificate of Title Objection Deadline** based on any such lien or title matter unsatisfactory to Buyer in Buyer's sole subjective discretion.

7.2.3. Lien and Title Resolution. If Seller receives Buyer's written notice objecting to any lien or title matter on or before **UCC and Certificate of Title Objection Deadline** and if Buyer and Seller have not agreed to a written settlement thereof on or before **UCC and Certificate of Title Resolution Deadline**, this Contract will terminate on the expiration of **UCC and Certificate of Title Resolution Deadline** unless Seller receives Buyer's written withdrawal of Buyer's objection notice (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason) on or before expiration of **UCC and Certificate of Title Resolution Deadline**.

10.3. Inspection. The provisions in § 10.3, Inspection, are applicable to and include the Home.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. ☐ There is No Well. **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.**

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98 **10.10. Lead-Based Paint.**

99 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Home was constructed or a building permit
100 was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to
101 Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer
102 does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint
103 Disclosure or Buyer may exercise Buyer's Right to Terminate under § 24.1 by Seller's receipt of Buyer's Notice to Terminate on or
104 before the expiration of the **Lead-Based Paint Termination Deadline**.

105 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection
106 of the Home for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1 by
107 Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. If
108 Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
109 must be received by Seller on or before Closing. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or
110 inspection of the Home for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice
111 to Terminate within such time, Buyer accepts the condition of the Home relative to any Lead-Based Paint as satisfactory and Buyer
112 waives any Right to Terminate under this provision.

113 **10.11. Carbon Monoxide Alarms. Note:** If the Home has a fuel-fired heater or appliance, a fireplace, or an attached
114 garage and includes one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law
115 requires that Seller assure the Home has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each
116 Bedroom or in a location as required by the applicable building code.

117 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed,
118 cooked, disposed of, used or stored at the Home or Lot, Seller is required to disclose such fact. No disclosure is required if the Home
119 and Lot were remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S.,
120 Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Home
121 or Lot has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1, upon Seller's receipt
122 of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that
123 indicate the Home or Property has been contaminated with methamphetamine, but has not been remediated to meet the standards
124 established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written
125 notice to Seller of the results of the test.

126 **10.13. Radon Disclosure.** THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND
127 ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST
128 PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE
129 RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON
130 CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

131 RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR
132 RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG
133 CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN
134 NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF
135 RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION
136 ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

137 AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF
138 PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES
139 ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT:
140 [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://cdphe.colorado.gov/radon-and-real-estate).

141 **13.1. Transfer of Title to Home.** Subject to Buyer's compliance with the terms and provisions of this Contract,
142 including the tender of any payment due, Seller must execute and deliver to Buyer a good and sufficient Certificate of Title to the
143 Home or other title documents accepted in writing by Buyer sufficient to transfer title to the Home to Buyer. Following Closing,
144 Buyer must submit an Authentication of Paid Ad Valorem Taxes along with the executed Certificate of Title to the Department of
145 Revenue for issuance of a new Certificate of Title to Buyer.

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147 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer
148 must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

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150 **16.1. Taxes.** Personal property and ad valorem taxes, if any, special taxing district assessments, if any, and general
151 real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most
152 Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor, ☐ Other _____.

154 **19.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that
155 may be purchased and may cover the repair or replacement of such Inclusions.

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157 **19.7. Maintenance.** Seller will maintain all heating, plumbing and lighting fixtures, and all appliances and other
158 electrical devices in the same condition as they exist as of the date of this Contract, reasonable wear and tear excepted.

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_____ Buyer	_____ Date	_____ Buyer	_____ Date
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162

_____ Seller	_____ Date	_____ Seller	_____ Date
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For Educational Purposes Only