



Contract Notices, Affirmative Obligations, and Contingencies	214	5. Buyer Representations and Responsibilities	223
Land Use References in Contracts to Buy and Sell	214	6. Seller Representations and Responsibilities	224
1. Title Subject To	215	7. Real Estate Professionals' Disclaimers....	227
2. Title Matters	216	Contingencies in Contracts to Buy and Sell ...	229
3. Survey Matters	217	1. Attorney's Approval	229
4. Special Land Use Considerations	218	2. Land Use Approval	229
a. Annexation	218	3. Building Code	229
b. Building Permits	218	4. Conditional Use Permit	230
c. Coal Notice	218	5. Covenants	230
d. Environmental Audit	219	6. Survey	231
e. Fair Housing	219	7. Rezoning	232
f. Flood Hazard	219	8. Zoning Approval	232
g. Forest	220	9. General Zoning	233
h. Housing for Older Persons	220	10. Zoning Classification and Verification of Use	233
i. Legal Non-conforming Use	220	11. Possible Change in Zoning Before Settlement Date	234
j. Master Plan Review	221	PRACTICE POINTERS	234
k. Property Lines	221		
l. Tidewaters	221		
m. Vacant Land	222		
n. Wetlands	222		

Most of us are not lawyers. As non-lawyers, we must not create our own forms or significantly modify the standard forms in order to avoid a claim of practicing law without a license. As a rule, we fill in boxes and may write a few sentences that are germane to the transaction.

Our forms are typically developed, approved, and distributed by:

- local, regional, and state real estate associations,
- state bar associations, and/or
- state real estate commissions.

In each organization, a forms committee monitors and updates our real estate contracts, disclosures, and other legal forms. The committee, which meets

several times a year, is usually composed of experienced real estate attorneys, brokers, and instructors. As the market and laws change, our forms must follow suit.

Our fundamental real estate form is the contract to buy and sell real estate. Sometimes there are different contract forms for vacant land, condominium, commercial, new construction, and residential properties. In Colorado, we have combined several types of properties into one form.

In some states, pre-printed addendums and clauses that contain land-use considerations supplement the basic contract to buy and sell residential real estate. As explained in Chapter 18, the ubiquitous property disclosure form contains land use con-