

RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated: October 2017



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MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing on page 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

PROPERTY AND OWNERSHIP

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.

3. PROPERTY ADDRESS: 7602 N 61 Avenue Glendale AZ 85301 (STREET ADDRESS) (CITY) (STATE) (ZIP)

4. Does the property include any leased land? [] Yes [X] No

5. Explain:

6. Is the Property located in an unincorporated area of the county? [] Yes [X] No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

8. LEGAL OWNER(S) OF PROPERTY: BELLAIRE TOWNHOMES 2 LLC Date Purchased: 05/2004

9. The Property is currently: [] Owner-occupied [X] Leased [] Estate [] Foreclosure [] Vacant If vacant, how long?

10. If a rental property, how long? DON'T KNOW Expiration date of current lease: see leases (Attach a copy of the lease if available.)

11. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: see leases

13. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

14. [] Yes [X] No If yes, consult a tax advisor; mandatory withholding may apply.

15. Is the Property located in a community defined by the fair housing laws as housing for older persons? [] Yes [X] No

16. Explain:

17. Approximate year built: 1984 . If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

18. NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.

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Initials> BUYER BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

- YES NO
21. Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____
22. _____
23. Are you aware if there are any association(s) governing the Property?
24. If yes, provide contact(s) information: Name: _____ Phone #: _____
25. Name: _____ Phone #: _____
26. If yes, are there any fees? How much? \$ _____ How often? _____
27. How much? \$ _____ How often? _____
28. Are you aware of any association fees payable upon transfer of the Property? Explain: _____
29. _____
30. Are you aware of any proposed or existing association assessment(s)? Explain: _____
31. _____
32. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
33. Explain: _____
34. Are you aware of any of the following recorded against the Property? (Check all that apply):
35. Judgment liens Tax liens Other non-consensual liens
36. Explain: _____
37. Are you aware of any assessments affecting this Property? (Check all that apply):
38. Paving Sewer Water Electric Other
39. Explain: _____
40. Are you aware of any title issues affecting this Property? (Check all that apply):
41. Recorded easements Use restrictions Lot line disputes Encroachments
42. Unrecorded easements Use permits Other _____
43. Explain: _____
44. Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
45. If yes, provide the name of the CFD: _____
46. _____
47. Are you aware of any public or private use paths or roadways on or across the Property?
48. Explain: _____
49. Are you aware of any problems with legal or physical access to the Property? Explain: _____
50. The road/street access to the Property is maintained by the County City Homeowners' Association Privately
51. If privately maintained, is there a recorded road maintenance agreement? Explain: _____
52. Are you aware of any violation(s) of any of the following? (Check all that apply):
53. Zoning Building Codes Utility Service Sanitary health regulations
54. Covenants, Conditions, Restrictions (CC&R's) Other _____ (Attach a copy of notice(s) of violation if available.)
55. Explain: _____
56. _____
57. Are you aware of any homeowner's insurance claims having been filed against the Property?
58. Explain: ROOF REPLACEMENT DUE TO HAIL DAMAGE 2015

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.

BUILDING AND SAFETY INFORMATION

62. YES NO **ROOF / STRUCTURAL:**
63. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**
64. Are you aware of any past or present roof leaks? Explain: _____
65. _____
66. Are you aware of any other past or present roof problems? Explain: HAIL DAMAGE - SEE
67. LINE 57 ABOVE. >>

Initials>

BUYER	BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

68. YES NO Are you aware of any roof repairs? Explain: SEE line 57 ABOVE

69. YES NO Is there a roof warranty? (Attach a copy of warranty if available.)

70. YES NO If yes, is the roof warranty transferable? Cost to transfer UNKNOWN

71. YES NO Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

72. YES NO Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____

73. YES NO Are you aware of any chimney or fireplace problems, if applicable? Explain: N/A

74. YES NO Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
 Flood Fire Wind Expansive soil(s) Water Hail Other _____
 Explain: See line 57

75. **WOOD INFESTATION:**

76. YES NO Are you aware of any of the following:

77. YES NO Past presence of termites or other wood destroying organisms on the Property?

78. YES NO Current presence of termites or other wood destroying organisms on the Property?

79. YES NO Past or present damage to the Property by termites or other wood destroying organisms?
 Explain: pest inspection 2015 - ATTACHED

80. YES NO Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?
 If yes, date last treatment was performed: MAY 2004
 Name of treatment provider(s): ELIMINEX

81. YES NO Is there a treatment warranty? (Attach a copy of warranty if available.)

82. YES NO If yes, is the treatment warranty transferable?

83. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history.**

84. **HEATING & COOLING:**

85. Heating: Type(s) ELECTRIC

86. Approximate Age(s) SEE ATTACHED

87. Cooling: Type(s) ELECTRIC

88. Approximate Age(s) SEE ATTACHED

89. YES NO Are you aware of any past or present problems with the heating or cooling system(s)?
 Explain: NORMAL MAINTENANCE PERFORMED

90. **PLUMBING:**

91. YES NO Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
 If yes, identify: _____

92. YES NO Are you aware of any past or present plumbing problems? Explain: Replaced shower valve 7604 02/15; REPLACED ALL HOT WATER HEATERS DURING OWNERSHIP; Replaced P-TRAP TUB 7608 8/18.

93. YES NO Are you aware of any water pressure problems? Explain: _____

94. Type of water heater(s): Gas Electric Solar Approx. age(s): SEE ATTACHED

95. YES NO Are you aware of any past or present water heater problems? Explain: SEE ABOVE

96. YES NO Is there a landscape watering system? If yes, type: automatic timer manual both

97. YES NO If yes, are you aware of any past or present problems with the landscape watering system?
 Explain: DONT KNOW CURRENT STATUS

98. YES NO Are there any water treatment systems? (Check all that apply):
 water filtration reverse osmosis water softener Other _____

99. YES NO Is water treatment system(s) owned leased (Attach a copy of lease if available.)

100. YES NO Are you aware of any past or present problems with the water treatment system(s)?
 Explain: N/A

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BUYER	BUYER
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Residential Seller's Property Disclosure Statement (SPDS) >>

119. YES NO

120. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**

121. Does the Property contain any of the following? (Check all that apply):
 Swimming pool Spa Hot tub Sauna Water feature

122. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat: _____

123. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

124. Explain: _____

125. **ELECTRICAL AND OTHER RELATED SYSTEMS:**

126. Are you aware of any past or present problems with the electrical system? Explain: REPAIRS to electrical
service during ownership

127. Is there a security system? If yes, is it (Check all that apply):
 Leased (Attach copy of lease if available.) Owned Monitored Other _____

128. Are you aware of any past or present problems with the security system? Explain: _____

129. Are you aware of any past or present problems with the security system? Explain: _____

130. Are you aware of any past or present problems with the security system? Explain: _____

131. Are you aware of any past or present problems with the security system? Explain: _____

132. Does the Property contain any of the following systems or detectors?(Check all that apply):
 Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector

133. If yes, are you aware of any past or present problems with the above systems? Explain: _____

134. If yes, are you aware of any past or present problems with the above systems? Explain: _____

135. If yes, are you aware of any past or present problems with the above systems? Explain: _____

136. **MISCELLANEOUS:**

137. Are you aware of any animals/pets that have resided in the Property? If yes, what kind: DOGS + CATS

138. Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____

139. Are you aware of or have you observed any of the following on the Property? (Check all that apply):
 Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other: _____

140. Are you aware of or have you observed any of the following on the Property? (Check all that apply):
 Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other: _____

141. Explain: OBSERVED BY TENANT 6/13

142. Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: AS NEEDED

143. Name of service provider(s): Dennys Quality Pest Control Date of last service: 06/17

144. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 156.)

145. Explain: MINOR ELECTRICAL + plumbing Repairs
INTERIOR & EXTERIOR PAINT DURING OWNERSHIP

146. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 156.)

147. Explain: _____

148. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 156.)

149. Explain: _____

150. Were permits for the work required? Explain: _____

151. If yes, were permits for the work obtained? Explain: _____

152. Was the work performed by a person licensed to perform the work? Explain: _____

153. Was approval for the work required by any association governing the property? Explain: _____

154. If yes, was approval granted by the association? Explain: _____

155. Was the work completed? Explain: _____

156. Are there any security bars or other obstructions to door or window openings? Explain: _____

157. Are you aware of any past or present problems with any built-in appliances? Explain: _____

158. Are you aware of any past or present problems with any built-in appliances? Explain: _____

159. Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)

160. Explain: _____

161. Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)

162. Explain: _____

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BUYER	BUYER
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Residential Seller's Property Disclosure Statement (SPDS) >>

UTILITIES

162. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

PROVIDER

- 163. Electricity: *A.P.S.*
- 164. Fuel: Natural gas Propane Oil
- 165. Cable / Satellite: *By tenants*
- 166. Internet: *By tenants*
- 167. Telephone: *By tenants*
- 168. Garbage Collection: *City of Glendale*
- 169. Fire: *City of Glendale*
- 170. Irrigation:
- 171. Water Source:
- 172. Public Private water co. Hauled water *City of Glendale*
- 173. Private well Shared well If water source is a private or shared well, complete and attach
- 174. Domestic Water Well/Water Use Addendum.

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

- 178. Are you aware of any past or present drinking water problems? Explain: _____
- 179. _____
- 180. U.S. Postal Service delivery is available at: Property Cluster Mailbox Post Office Other _____
- 181. Are there any alternate power systems serving the Property? (If no, skip to line 190.)
- 182. If yes, indicate type (Check all that apply):
- 183. Solar Wind Generator Other _____
- 184. Are you aware of any past or present problems with the alternate power system(s)? Explain: _____
- 185. _____
- 186. Are any alternate power systems serving the Property leased? Explain: _____
- 187. _____
- 188. If yes, provide name and phone number of the leasing company (Attach copy of lease if available): _____
- 189. _____

NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.

ENVIRONMENTAL INFORMATION

YES NO

- 192. Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
- 193. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other
- 194. Explain: _____
- 195. Are you aware of any past or present issues or problems in close proximity to the Property related to any of
- 196. the following? (Check all that apply):
- 197. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____
- 198. Explain: _____
- 199. _____
- 200. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.**
- 201. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
- 202. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Toxic waste disposal
- 203. Odors Nuisances Sand/gravel operations Other _____
- 204. Explain: _____
- 205. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,
- 206. or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

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BUYER	BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>

207. YES NO
 208. Are you aware if the Property is located in the vicinity of a public or private airport?
 Explain: _____

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

214. Is the Property located in the vicinity of a military airport or ancillary military facility?
 215. Explain: _____

216. Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
 217. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage
 218. Explain: _____

219. Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
 220. Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

221. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
 222. If yes, describe location: _____

223. Are you aware if any portion of the Property is in a flood plain/way? Explain: _____
 224. _____

NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

239. Are you aware of any portion of the Property ever having been flooded? Explain: _____
 240. _____

241. Are you aware of any water damage or water leaks of any kind on the Property? Explain: *SHOWER VALVE 7604 03/15*
 242. *REPAIRED; LEAKING H₂O HEATERS REPLACED; TUB P-TRAP REPLACED 7608 08/10*

243. Are you aware of any past or present mold growth on the Property? If yes, explain: _____
 244. _____

SEWER/WASTEWATER TREATMENT

245. YES NO
 246. Is the entire Property connected to a sewer?
 247. If no, is a portion of the Property connected to a sewer? Explain: _____

248. If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?
 249. If yes, how and when: _____

NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.

251. Type of sewer: Public Private Planned and approved sewer system, but not connected

252. Name of Provider: *City of Glendale*

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Initials>

BUYER	BUYER
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Residential Seller's Property Disclosure Statement (SPDS) >>

- YES NO
253. Are you aware of any past or present problems with the sewer? Explain: _____
254. Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 267.)
255. If yes, the Facility is: Conventional septic system Alternative system; type: _____
256. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
257. If yes, name of contractor: _____ Phone #: _____
258. Approximate year Facility installed: _____ (Attach copy of permit if available.)
259. Are you aware of any repairs or alterations made to this Facility since original installation?
260. Explain: _____
261. _____
262. Approximate date of last Facility inspection and/or pumping of septic tank: _____
263. Are you aware of any past or present problems with the Facility? Explain: _____
264. _____

NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.

OTHER CONDITIONS AND FACTORS

267. What other material (important) information are you aware of concerning the Property that might affect the buyer's decision-making process, the value of the Property, or its use? Explain: _____
268. _____
269. _____

ADDITIONAL EXPLANATIONS

270. *See attached ALSO PLEASE NOTE TRASH RECEPTACLE FOR*
271. *PROPERTY ON 61st AVE IS SHARED WITH NEIGHBORING*
272. *BUILDINGS (7600-7616)*
273. _____
274. _____
275. _____
276. _____
277. _____
278. _____
279. _____

280. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges receipt of Residential Seller Disclosure Advisory titled *When in Doubt — Disclose*.

284. TJA Justice, 09/04/18
 SELLER'S SIGNATURE MO/DA/YR SELLER'S SIGNATURE MO/DA/YR
Bel Aire Townhomes 2 LLC

285. Reviewed and updated: Initials: _____ / _____ / _____
 SELLER SELLER MO/DA/YR

286. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to consider obtaining a home warranty protection plan.

290. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.

293. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

295. _____ MO/DA/YR _____ MO/DA/YR
 BUYER'S SIGNATURE BUYER'S SIGNATURE

Initials>

BUYER	BUYER
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RESIDENTIAL INCOME PROPERTY ADDENDUM (1-4 UNITS) TO AAR RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
August 2007



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Seller: Bel Aire Townhomes 2 LLC
2. Buyer: _____
3. Premises Address: 7602 N 61 Avenue, Glendale, AZ 85301
4. Date: _____

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the 6. above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices and 7. documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

8. **Residential Income Property Addendum to Residential Seller Property Disclosure Statement:** Seller shall deliver a completed 9. AAR Residential Income Property Addendum to Residential Seller Property Disclosure Statement ("RIPA SPDS") form to the 10. Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any RIPA SPDS items disapproved within the 11. Inspection Period or five (5) days after receipt of the RIPA SPDS, whichever is later.

12. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent 13. to the Premises in writing within five (5) days or _____ days after Contract acceptance:

14. (a) any information known to Seller that may adversely affect the current use of the Premises,
15. (b) any known pending special assessments, association fees, claims, or litigation,
16. (c) copies of covenants, conditions, and restrictions, articles of incorporation, by-laws, other
17. governing documents, and any other documents required by law,
18. (d) copies of current rent rolls, lists of current deposits, personal property lists, copies of leases,
19. rental agreements, lease or rental agreement applications, move-in forms, crime free addenda,
20. and service contracts,
21. (e) a copy of the most recent survey, if available,
22. (f) a copy of the most recent sales/rental/transaction privilege tax bill or payment, and
23. (g) any and all other agreements, documents, studies, or reports relating to the Premises in Seller's possession
24. or control provided, however, that Seller shall not be required to deliver any report or study if the written contract
25. that Seller entered into with the consultant who prepared such report or study specifically forbids the
26. dissemination of the report to others.

27. The Buyer shall provide notice to Seller of any items disapproved within the Inspection Period or five (5) days after receipt of the 28. disclosure or information, whichever is later.

29. **Premises Names:** Seller agrees that all domain name(s) and signage associated with the Premises shall be transferred to Buyer 30. and included in the purchase price.

31. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller has no notice or knowledge that any tenant on 32. the Premises is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, 33. insolvency or probate proceeding.

34. **Rents:** Collected rents shall be prorated to COE. The Parties agree to handle any rents received after COE as a Post Closing Matter.

35. **Deposits:** All refundable and nonrefundable deposits held by Seller pursuant to rent/lease agreement(s) shall be 36. credited against the cash required of Buyer at COE paid to Buyer by Seller at COE other _____

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Residential Income Property Addendum (1-4 Units) to AAR
Residential Resale Real Estate Purchase Contract • Updated: August 2007
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Residential Income Property Addendum (1-4 Units) to AAR Residential Resale Real Estate Purchase Contract >>

- 37. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE
- 38. as a post closing matter by appropriate cash payment to the other outside of the escrow when the amount due is determined.
- 39. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.

40. **Current Property Managers:** The Premises is is not currently managed by a property manager. If yes, the property manager is:

41.

NAME	ADDRESS	PHONE
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42. Buyer acknowledges that any property management agreement between Seller and property manager shall terminate at COE.

43. **Registration with County Assessor:** The Buyer acknowledges that an owner of residential rental property must register the property with the applicable county assessor. The buyer shall update the registration within ten (10) days after COE as required by Arizona law.

45. **Additional Terms:**

46. _____

47. _____

48. _____

49. _____

50. _____

51. _____

52. _____

53. _____

54. _____

55. _____

56. _____

57. _____

58. _____

59. _____

60. _____

61. _____

62. _____

63. _____

64. _____

65. _____

66. _____

67. _____

68. _____

69. _____

70. _____

71. _____

72. _____

73. _____

74. _____

75. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.

76. _____

^ BUYER'S SIGNATURE MO/DAYR ^ BUYER'S SIGNATURE MO/DAYR

77. *TW*, *Trustee 09/04/18*

^ SELLER'S SIGNATURE MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR

Bel Aire Townhomes 2 LLC



Additional Information for SPDS dated September 2018:

Property Address: 7602-7608 N 61st Avenue, Glendale, AZ 85301
Sellers: Bel Aire Townhomes 2 LLC (Thomas & Christina Herrick)

Date Purchased: May, 2004

A/C Replacements:

7602 – June, 2004
7604 – May, 2005
7606 – July, 2006
7608 – June, 2009

Hot Water Heater Replacements:

7602 – October, 2013
7604 – February, 2009
7606 – July, 2012
7608 – February, 2009

The refrigerator in 7604 is new as of August 2014. All others are newer used appliances. The refrigerator in 7606 belongs to the tenant. The range in 7602 is new as of February 2012. All others are newer used appliances.

TCH, Trustee
Seller

09/04/18
Date

Seller

Date

PROPOSAL



P.O. Box 42433
Phoenix, AZ 85080
Office/Fax: 623-582-0408
Cell: 602-327-8369

Proposal Submitted to: Tom Herrick		Job Name 2 Layer TO	Job # 1031156
Address 7602-7608 N. 61st Ave.		Job Location 59th and Northern	
Glendale, AZ		Date 10/31/15	Date of Plans
Phone #	Fax # tcherrick8@gmail.com		

- We hereby submit specifications and estimates for: Entire 4- plex
1. Remove and dispose of 2 layers of existing shingle roofing on 2 story building and all entry covers(10)
 2. Apply one layer of 15 lb. ASTM felt paper to deck
 3. Install new 2-inch, brown metal drip-edge onto perimeter
 4. Install new dimensional style shingles (Limited lifetime manufacturer warranty)
Owner to choose color and brand
 5. Install all new galvanized pipe and vent flashings on roof. Paint to match roof color
 6. Lift and reset 4 A/C units to roof underneath
- **Any wood replacement is extra- \$45.00 per 4x8 sheet

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of

Twelve thousand four hundred _____ Dollars (\$ 12,400.00)

with payments to be made as follows:
\$6,200.00 due at start

Respectfully submitted Oct 31, 2015
Per Drew Goron

Balance due upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This Proposal may be withdrawn by us if not accepted within 60 days

All Workmanship is warranted for: 5 Years

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date 11/16/2005

Signature TCH

Signature _____

Arizona Exterminating Co.

Solving Arizona's Pest Problems Since 1936
SPCC • C • 4045 A

WOOD DESTROYING INSECT SERVICE AGREEMENT

602-275-8555 480-929-0435 Fax P.O. Box 61175 Phoenix, AZ 85082	480-969-7383 480-969-7493 Fax P.O. Box 5156 Mesa, AZ 85211	480-607-4604 480-607-4608 Fax P.O. Box 13536 Scottsdale, AZ 85257	520-327-7400 520-325-9533 Fax P.O. Box 66016 Tucson, AZ 85728	928-541-1110 928-541-0001 Fax P.O. Box 2900 Peoria, AZ 85380	602-861-2277 602-995-4421 Fax P.O. Box 2900 Peoria, AZ 85380
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Based on careful visual inspection of the readily accessible areas of the property this agreement is made between **ARIZONA EXTERMINATING CO.** (hereinafter referred to as the COMPANY) and the CLIENT, as follows:

Client's Name CHAD VICE Billing Agent _____

Service Address 7602 N. 61ST AVE Billing Address _____

City _____ State AZ Zip 85331 City _____ State _____ Zip _____

Home phone 480-628-9715 Fax _____ Billing phone _____ Fax _____

Work phone _____ E-mail address _____

This agreement is effective for one year from MAY '15 to MAY '16

Structure(s) included: 4 CONDOS (1 BLDG)

The COMPANY is authorized to provide service necessary for the control of:

<input type="checkbox"/> Drywood Termites	<input checked="" type="checkbox"/> Subterranean Termites	<input type="checkbox"/> Carpenter Ants	<input type="checkbox"/> Other _____
<input type="checkbox"/> Wood Borers	<input type="checkbox"/> Powder Post Beetles	<input type="checkbox"/> Carpenter Bees	_____

Agreement is based on our inspection which reveals:

<input type="checkbox"/> Live infestation	<input checked="" type="checkbox"/> Evidence presumptive of infestation	<input type="checkbox"/> No visible evidence of infestation
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Treatment: Refer to graph for treatment location(s)

<input type="checkbox"/> No treatment rendered	<input type="checkbox"/> Treatment at point of infestation only	<input type="checkbox"/> Preventative treatment	<input checked="" type="checkbox"/> Corrective treatment
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Application Method:

<input checked="" type="checkbox"/> Soil treatment	<input type="checkbox"/> Void treatment	<input type="checkbox"/> Wood injection	<input type="checkbox"/> Structural fumigation	<input type="checkbox"/> Other _____
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PRICE

Initial Fee	\$ <u>486.00</u>	Applicable Service:	<input type="checkbox"/> Premium Service	<input checked="" type="checkbox"/> Renewable annually
SPCC Fee	\$ <u>2.00</u>	<input type="checkbox"/> No guarantee	<input type="checkbox"/> One year only	
Guard Fee	\$ <u>—</u>	Renewal Option:	This agreement may be extended from year to year after first year at Client's option for the sum of \$ <u>150.00</u> , payable annually, in advance, on or before each anniversary of the agreement.	
Equipment Fee	\$ <u>—</u>	The Company reserves the right to adjust renewal fee of this agreement after the third year.		
Other	\$ <u>—</u>	In the event that annual fee is not paid within thirty (30) days after due date, this agreement will lapse.		
1. Total Fees	\$ <u>488.00</u>	Method of Payment:	<input type="checkbox"/> Cash <input type="checkbox"/> Check# _____	
2. Less down payment	\$ _____	Credit Card # _____	Exp _____	
3. Balance due	\$ _____			
Due _____, 20 _____	\$ _____			
Due _____, 20 _____	\$ _____			

There is no agreement until payment is made according to terms.

It is important that you read both sides of this agreement before signing.

Accepted (Acceptance required within 30 days of inspection date)

Inspector Tom Hailley License # 1842612 Date 5/11/15 For _____ / _____

Manager Approval _____ / _____ By _____ / _____

Date _____ Client _____ Date _____

Arizona Exterminating Co.

SPCC C 4045 A

Address: 7602 N. 61st Ave 85031 Map Page: _____ Grid: _____

Linear Ft.: _____ Treatable Ft.: 170 Drilling Ft.: 90 Pesticide/Agent/Device: TERMITICIDE %

TREATMENT SPECIFICATIONS

Slab Areas / Sub Areas

(Drill Areas per label directions)

(All holes treated and patched)

- Remove or drill through floor coverings
- Drill along all expansion joints
- Drill through wood and/or slab floor
- Treat locally at point of infestation
- Treat plumbing trap(s)
- Drill slab along bearing walls
- Drill through exterior foundation walls
- Use a "long rod" to treat soil under slab
- Vertically drill all adjacent slabs
- Trench / Treat soil adjacent to foundation
- Treat soil adjacent to foundation with "short rod"
- Soil to be removed, treated and replaced
- Treat voids and / or block
- Treat with foam
- Treat pier posts / interior foundation in sub-area(s)

Service Information

- Electricity on at date of service Yes No
- Water Available Yes No
- Foundation Concrete Adobe
- Filled Block Hollow Block Other _____
- Additions Yes No
- Additions pretreated? Yes No
- Underground duct work Yes No
- Sheet metal Concrete _____
- Radiant Heat System No Yes
- Interior atrium(s) Yes No
- Sunken area(s) Yes No

Equipment on Roof

- Solar Panels A/C Evaporative Cooler
- Antennas Satellite Dish

Fumigation Information

- Type of Roof _____
- Height _____ Ft. Pitch _____
- Cubic Feet _____
- Walls or Fences adjacent to structure Yes No
- Rain Gutters Yes No
- Occupants out of structure 1 night 2 nights
- Gas Service at structure Yes No

Client is responsible for relighting all pilot lights.

We will provide a pipe locator service at your property for an additional cost, if one is desired. If you waive this service and a pipe is hit, you will be responsible for the cost of repair.

Client's initials waiving this service: _____

We encounter many types of floor coverings, they include ceramic/saltile tile, sheet vinyl, carpet of many varieties, and others. Our technicians are trained in working with these floor coverings and although great care is always taken, sometimes cracking, splitting, or tear does occur. Arizona Exterminating Co. cannot be held responsible for minor damage incurred as part of the necessary treatment.

Client acknowledgment _____
AZ2002 (2/08)

DESCRIPTION OF TREATMENT:

- S** - SUBTERRANEAN TERMITES
- K** - DRYWOOD TERMITES
- DR** - DRY ROT
- EM** - EXCESSIVE MOISTURE
- IA** - INACCESSIBLE AREAS
- FI** - FURTHER INSPECTION RECOM.
- D** - TERMITE DAMAGE
- PL** - PLUMBING LEAKS
- CD** - CELLULOSE DEBRIS
- B** - BEETLES - OTHER WOOD PESTS
- FG** - FAULTY GRADE LEVELS
- EC** - EARTH-WOOD CONTACTS
- W** - TRENCHING
- OOO** - VERTICAL DRILLING
- GAS** - GAS
- HORIZONTAL DRILLING** (indicated by dashed lines)
- A/C** - AIR CONDITIONING
- FIREWOOD** (indicated by a tree symbol)
- =/=** - FENCE
- H2O IN** - WATER MAIN SHUTOFF

