

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

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1. Seller: MICHAEL J HESSE LIVING TRUST

2. Buyer: _____

3. Premises Address: 1308 E Vista Avenue, Phoenix, AZ 85020

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 Resale Real Estate Purchase Contract • Updated: August 2007
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- | NAME | ADDRESS | PHONE |
|-------------------------------|---------------------------------|----------------|
| 41. Atlas Property Management | 335 E Palm Ln Phoenix, AZ 85004 | (623) 824-5841 |

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

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76. _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

77. Erma Hesse 10/22/2021 _____
 ^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR
MICHAEL J HESSE LIVING