

GENERAL DISCLOSURES SALE

Property Address: _____

The Real Estate Settlement and Procedure Act (RESPA) mandates that it cannot be a condition for the sale or purchase of a property that you be required to use any particular provider of settlement services or other products that surround a real estate transaction. Some programs provide a reduced or discounted price to you for the product or service being offered. You may be able to get similar products or services at a lower rate by shopping with other providers. It is important that you read and understand that details of any services provided and the financial details involved so you can make an informed decision.

The Peggy Rauch Group and its agents will not render a professional opinion as to any condition of property being purchased. We recommend that an inspection of the property be made by an independent home inspector and is of the Buyer's choosing from a list of no less than three companies. Failure to have the property professionally inspected shall be the sole responsibility of the Buyer(s).

Following, are disclosures related to the Purchase Contract for the property noted above. Some are already covered in the Purchase Agreement but are listed here to make certain the Buyer is made aware of the issues and responsibilities associated with the purchase of property in this marketplace.

____ COVENANTS, CONDITIONS & RESTRICTONS/HOMEOWNERS ASSOCIATIONS

(HOA'S): Many properties are affected by deed restrictions and Homeowners Association Rules, which may limit the use of the above property. Additionally, some HOAs may charge a fee or fees in the event of a sale of the property. Buyer(s) should read and understand any documents received relating to these issues and respond within the appropriate deadline timeframes should they disagree with any provisions.

____ **AIRPORTS/AIRPARKS:** The above property may or may not be located within the vicinity of and airport, airpark or a military base. Due to the proximity, the property may be likely to experience aircraft over-flights which could generate noise levels that may be of concern to some individuals. The mix of air traffic may consist of cargo, commercial, charter corporate, general aviation and, military aircraft. Buyer(s) agree to perform any and all inspections or investigations regarding this during the inspection period.

____ **ENVIRONMENTAL SUPERFUND SITES:** Many areas within the state have been designated as Superfund. WQARF, CERLA or National Properties List. "Superfund" is an all-encompassing term used to designate areas that may or may not have ground and groundwater contamination within the boundaries designated by the EPA. The term "Superfund Site" also includes Water Quality Assurance Revolving Fund

(WQARF) Site, Comprehensive Environmental Response, Compensation and Liabilities Act (CERTA) sites and properties included on the National Priority List. The Buyer(s) is/are advised to and agrees to seek out and obtain their own independent investigation concerning all matters pertaining to "Superfund Sites" and any other matters in reference to the condition of the property.

_____ **FISSURES:** Some areas in Arizona, most notably the Queen Creek area, have fissure cracks. In geology, a fissure is a fracture or crack in rock along which there is a distinct separation. Fissures are often filled with mineral bearing materials. These fissures may be of concern to some Buyers. Buyer(s) can, at their own expense, obtain a topographical and geological study of the above property to determine if fissures may be present. Buyer(s) agree(s) to perform any and all inspections or investigations regarding this during the inspection period.

_____ **GROUND WATER MANAGEMENT ACT:** Virtually all the land in Arizona is affected by pending or potential litigation by various Indian Tribes claiming superior water rights for their reservations. The amounts claimed and their affect on other water users are largely undetermined, but the claims could result in curtailment of stream water usage or groundwater pumping on private land. The new Groundwater Management Act may also restrict future groundwater pumping in various parts of the State. Given this uncertainty, Broker makes no representations or warranties concerning rights to, or adequacy of the water supply with respect to the premise/property, although the sale of the premises includes such water rights as are appurtenant thereto.

_____ **MILITARY AIRBASES:** The above property may be located within the vicinity of a military airbase. Due to this, the premises may likely experience aircraft over-flights which could generate noise levels that may be of concern to some individuals. In addition, vibrations, dust and other effects caused by aircraft operations (landing, take-off, etc.) may be a factor. The mix of aircraft may consist of military jets, private jets, commercial jet, and cargo planes. The Arizona Department of Real Estate maintains a registry of information provided by various airports for public access, including boundaries and high noise or accident potential zones. Should this be a concern to Buyer(s), it is necessary to perform all investigations/inspections regarding this matter during the inspection period.

_____ **ROOF RAT DISCLOSURE:** Rats have become a Valley-wide nuisance in recent years. Some neighborhoods are more prone than others to roof rats. Information about roof rats can be obtained on Maricopa County's website www.maricopa.gov. Should roof rats be material concern to the Buyer(s), this should be investigated thoroughly during the inspection period.

_____ **SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS):** The Arizona Association of Realtors Purchase Contract recognizes the importance of the Seller's Property Disclosure Statement and the Contract requires that a Seller provides a SPDS in every transaction. However, some Sellers will still refuse to provide this document or provide an incomplete one for various reasons. Failure to provide a SPDS does not relieve the Seller from their duty to disclose their knowledge of all the facts that may materially affect the value of the property in question. If the Seller in your transaction does not provide a SPDS to you, it is important that you ask for a blank SPDS form from your agent to use as a checklist. This

will assist you in evaluating the property/premises and in conducting all desired inspections and investigations.

_____ **SCHOOL DISTRICT BOUNDARIES:** Should Buyer(s) be concerned about location and boundaries relating to schools, this should be investigated during the inspection period. DO NOT rely on information provided in the Multiple Listing Service (MLS) or any verbal representation made by the Seller(s) or Agents. If schools are of particular importance in the purchase of the above property, Buyer(s) agree to contact the School District directly to determine boundaries and enrollment policies for the property during the inspection period.

_____ **WELL WATER QUALITY:** Certain areas of the Valley, particularly the northern part of the Phoenix Metro area (New River most notably) have been found to have well water with higher than normal levels of toxins, such as arsenic. If the above property utilizes well water and water quality is a concern to the Buyer(s) they can, at their own expense, have an inspection performed during their inspection period to determine the water quality on the property.

_____ **HOMEOWNER'S INSURANCE ADDENDUM:** As indicated on Page 4, Lines 134 through 139 of the Purchase Contract Seller shall deliver to Buyer a written five-year premises' claims history from Seller's insurance company OR a Comprehensive Loss Underwriting Exchange (CLUE) report regarding the premises (available at www.choicetrust.com). During the inspection period, Buyer shall obtain written confirmation of the availability and cost of homeowner's insurance for the premises from the Buyer's insurance company. Buyer understand that an insurance company may cancel or change the terms of a homeowner's insurance policy for any reason prior to the close of escrow or within sixty days after issuance of the homeowner's insurance policy.

_____ **BUYER ADVISORY & RECEIPT:** Buyer acknowledges receipt of the Arizona Department of Real Estate Buyer Advisory. Buyer further acknowledges that there may be other disclosure issues of concern not listed in its Advisory. To ensure you have the most up-to-date Advisory please check http://www.aaronline.com/documents/buyer_advisory.aspx. Buyer is responsible for making all necessary inquires and consulting the appropriate persons or entities prior to the purchase of any property. The information contained in the Advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own counsel or other professional representative.

_____ **NOTICE & DISCLOSURE REGARDING MOLD:** Current information indicates that some types of mold may cause severe health problems for certain individuals. Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. The only way to provide any reasonable assurance that a property does not have a mold or other health hazard is to retain the services of an environmental expert who will conduct specific tests. Since most varieties of mold thrive on moisture, testing is especially necessary if any of the inspection reports or disclosure documents indicate there is evidence of past or

